



MARGIE R IBARRA  
COUNTY CLERK  
FILED

2022 JUL 27 AM 10:43

WEBB COUNTY, TEXAS

BY All DEPUTY

To: Tano Tijerina  
Webb County Public Health Services  
1620 Santa Ursula  
Laredo, TX. 78040

Re: Documentation for AccuVax® ES Vaccine Management System

Thank you very much for the opportunity to provide this proposal. It has been a pleasure for us to work with you and others within your organization to demonstrate how AccuVax ES can deliver significant value as you work to provide the most efficient, safe, and effective vaccination program.

AccuVax is the emerging standard for Vaccine Management and is offered as an integrated service including pharmaceutical-grade hardware, software to automate inventory management, training, tech support and maintenance at a price point that saves your organization money. As part of our process to help get you started with using your AccuVax ES Vaccine Management System, we have attached the following documents for your review and signature:

- **Specifications Sheet** – Two-page overview of specifications and benefits that your current AccuVax ES Vaccine Management System delivers.
- **Sales Quote** – One-page document that summarizes the terms of your AccuVax ES purchase. This highlights key elements such as the price, term, and variety of discounts and other AccuVax ES components included in your purchase. *Upon review and acceptance of the Sales Quote, please sign and date it in the lower right-hand corner.*
- **TruMed Services Agreement (“Exhibit A to Master Agreement, Services Addendum”)** – Four-page document that outlines TruMed’s commitment to providing around-the-clock Customer Support including: installation, setup and on-site training; onsite service and support; remote data access and monitoring; and vaccine insurance on your AccuVax ES. The services offered in this document are provided by TruMed Systems, Inc. (“TRUMED”) to you the “User”. *Upon your review and acceptance of the Services Agreement, please have an authorized representative sign and date this document in the signature block provided on page 4.*
- **Subscription / Financing Agreement (“Master Subscription Agreement”)** – Four-page document signed with TruMed Financial Services (“TFS”): This document is our financial agreement, which governs the payment terms of your AccuVax ES purchase. TFS operates as the separate / financing arm of our business. *Upon your review and acceptance of the Master Subscription Agreement, please sign and date this document in the signature block provided on page 4.*
- **Credit Application** – *One-page document to be completed / signed by an authorized representative of your organization and returned for TFS’s review and acceptance – this is needed unless you are pre-paying 100% of costs.*

To get the installation process started on your AccuVax ES Vaccine Management System, please sign, and return these documents to us. Please note there will some additional / “ancillary” documents coming from Julie Stokes, of TFS, to complete your transaction.

Yours Truly,

Regional Director  
Phone: 214.789.5108 / [Joe@AccuVax.com](mailto:Joe@AccuVax.com)

Makers of



# AccuVax® Vaccine management at your fingertips



Dispense



Load



Inventory

## Protect Vaccine Integrity with Guaranteed Temperature Management

- Market-leading, all-in-one integrated fridge and freezer that guarantees vaccine inventory
- Door-less design ensures temperature stability, even during heavy use
- 7 integrated Digital Data Loggers provide ideal temperature control and redundancy
- Integrated drawer allows for inventory control of refrigerated packages and odd sized medications

## Eliminate Waste & Loss

- Avoid costly missed billings with automatic documentation of every transaction
- No excursion loss due to guaranteed temperature control
- Always dispense the nearest to expire vaccine
- Stop disappearances with biometrically secured access

## Free Staff Time for Top of License Care

- Automates CDC and VFC compliance, including VFC temperature logs and inventory stock reports
- Access dose-level inventory with your fingertip, never count individual doses again
- Rotates inventory and dispenses nearest to expiry first, no time spent on manual stock rotation
- Manages separation of VFC and private inventory



 **AccuVax®**  
Vaccine Management System

Learn more at [AccuVax.com](http://AccuVax.com) today!



## Enhance Patient Safety

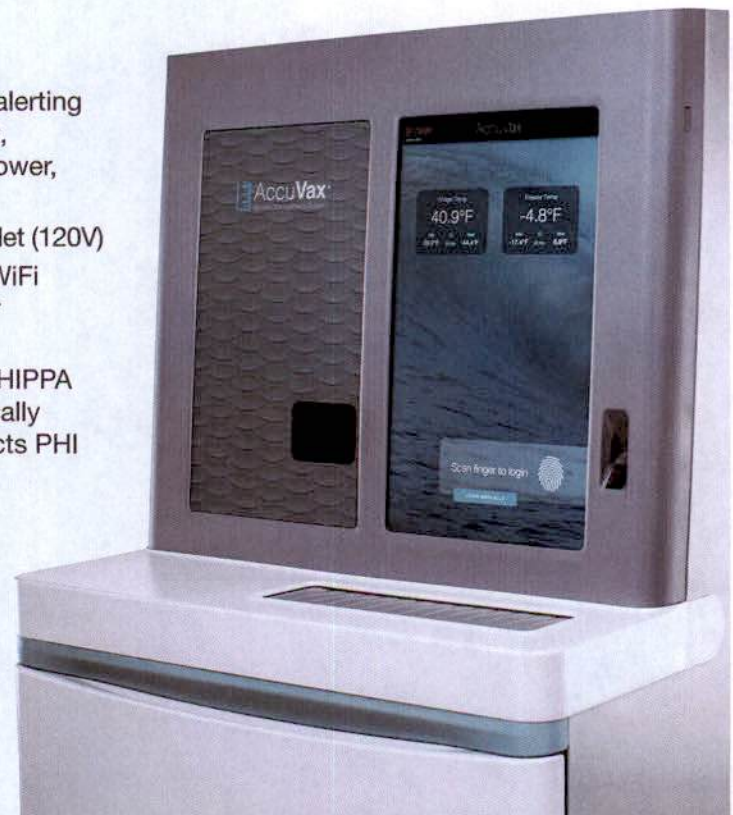
- Reduce errors with EHR integration and intuitive graphical user interface displaying vital information to avoid pick errors
- Receive missing vaccine suggestions from immunization schedule and automatically check for common vaccine errors before dispensing
- Locks down expired and recalled vaccines, eliminating potential administration errors
- Accurately track correct medication, dosed to the correct patient

## Provide Inventory Transparency

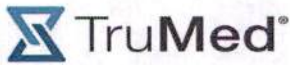
- Track and report every dose, from receipt to patient administration
- Avoid stock outs with low inventory alerts and quickly reallocate stock to high demand areas with site to site transfer
- Report inventory in real time with dose usage and days remaining calculations on AccuSite.com portal
- Always accurate inventory allows for inventory reduction and free up capital

## Technical Specifications:

- Capacity: 600 refrigerated locations (and up to 480 additional doses in drawer), 119 frozen locations
- Vaccine Storage: All vaccine presentations accepted (vial, syringe, oral, nasal, multi-dose)
- Drawer: 953 in<sup>3</sup> refrigerated drawer space, supports any cold-storage medication, includes drawn syringe storage tray
- Size: 30.0"W x 30.0"D x 67.0"H
- Digital Data Loggers: 7 integrated, NIST calibrated; includes 2 buffered probes (1 fridge, 1 freezer)
- Battery back-up: Built-in, 8+ hours of operation
- Notifications: Proactive alerting suite with email and text, includes temperature, power, and inventory alerts
- Power: Standard wall outlet (120V)
- Network: Ethernet and WiFi with backup LTE cellular communication
- Security: SOC2 Type 2, HIPPA compliant and biometrically controlled access protects PHI
- Support: 24/7 customer service that includes remote monitoring
- Warranty: Maintenance and repair included







TruMed Systems, Inc.  
 4350 Executive Drive  
 Suite 120  
 San Diego, CA 92121  
 Sales@TruMedSystems.com  
 844-TruMed-1 or 844-878-6331

TruMed Systems, Inc. / Sales Representative Contact & Signature:

Joe Ellis

**AV-ES: Rent Quote 100% Pre-Pay**

Quote #	WCPHS - 01
MSA #	WCPHS
Expiry	7/31/2022

U.S. Operating AccuVax® ES, Allerg (Dart) Corp.  
 Please refer to label for details.

**USER / CUSTOMER INFORMATION:**

Contact Name: Tano Tijerina  
 Practice Name: Webb County Public Health Services  
 Street Address: 1620 Santa Ursula  
 City / State / Zip: Laredo, TX 78040  
 Email: sandraibarra@webbcountytx.gov  
 Phone: 956-523-4747  
 Delivery Address: Same

Qty	Monthly Service Charge Items*	Unit Price	Discount	Net Unit Cost (Monthly)	Total (Monthly)
<b>HARDWARE</b>					
1	<b>ACCUVAX® ES Unit Monthly Fees</b> <i>The Hardware Component is the AccuVax® ES Unit, which is a Temperature-Controlled, Robotic Vaccine Storage and Dispensing Device with Dimensions of 30In w x 28.5In d x 65In h, Encompassing Refrigerator, Freezer Compartments and Refrigerated Drawer</i>				Included
1	<b>7 Digital Dataloggers with Online Reporting Access</b>				Included
1	<b>Built in Battery Backup</b> <i>Up to 15-Hours of Protection in Case of Power Loss, Guaranteed at 8+ Hours</i>				Included
	<b>Pre-Paid Hardware Subscription</b>				Included
<b>SOFTWARE SUBSCRIPTION</b>					
1	<b>AccuVax® ES System Software License</b>				Included
1	<b>Portal Software Subscription</b>				Included
1	<b>Full Alerting Suite (Temperature, Low Inventory, Expiry)</b>				Included
1	<b>Patient level software auditing capability (Patient mode+)</b>				Included
1	<b>Patient Safety &amp; Scheduled Immunizations Checks</b>				Included
	<b>Pre-Paid Software License Subscription</b>				Included
<b>SERVICE CONTRACT ITEMS</b>					
1	<b>Vaccine Insurance</b>				Included
1	<b>24 / 7 / 365 Remote Monitoring</b>				Included
1	<b>On-Site Service and Warranty</b>				Included
1	<b>Cellular 3G LTE / Wireless / Ethernet Connectivity</b>				Included
1	<b>Annual Probe Calibration (or as Required)</b>				Included
	<b>Pre-Paid Service Subscription</b>				Included
<b>DISCOUNTS &amp; PREPAYMENTS</b>					
	<b>AccuVax® ES 60-month Subscription Pricing</b>				Included
	<b>Special Customer Discount</b>				Included
<b>TOTAL MONTHLY SERVICE CHARGES</b>		\$ 1,300	\$ 450	\$ 850	\$ -
Duration Term					60-month

Qty	One-Time Charge Items	Unit Price	Discount	Per Unit Costs	Total (One-Time)
<b>SHIPPING AND INSTALLATION</b>					
1	<b>Shipping</b>	\$ 800	\$ 800	\$ -	Included
1	<b>Installation</b>	\$ 750	\$ 750	\$ -	Included
1	<b>Staff Training</b>	\$ 900	\$ 900	\$ -	Included
<b>PRE-PAYMENT AMOUNTS</b>					
1	<b>Pre-Paid Hardware Rent Amount</b>	\$ 22,740	\$ 2,274	\$ 20,466	\$ 20,466
1	<b>Pre-Paid Software Amount</b>	\$ 11,400	\$ 1,140	\$ 10,260	\$ 10,260
1	<b>Pre-Paid Service Amount</b>	\$ 16,860	\$ 1,686	\$ 15,174	\$ 15,174
	<b>Pre-Payment Discount</b>				Included
1	<b>TOTAL ONE-TIME CHARGES</b>			\$ 45,900	\$ 45,900

NOTE: THIS IS NOT AN OFFER OF SALE, THIS IS A SUBSCRIPTION AND TITLE TO ACCUVAX® ES SYSTEM REMAINS WITH TRUMED

	Per Unit	Total
Due Upon Acceptance 20% of One-time Fees	\$ 9,180	\$ 9,180
Due Upon Install: 80% of One-time Fees	\$ 36,720	\$ 36,720
Due Monthly (months 1-60)	\$ -	\$ -

Payment Terms: ALL FEES ARE NON-CANCELLABLE AND NON-REFUNDABLE FOR THE 60-MONTH TERM.

Full Agreement: This Quote is incremental to a Master Subscription Agreement. These terms become binding only after User and TruMed Systems, Inc. have executed this Quote and related Master Subscription Agreement.

Note: Quote excludes sales tax, which will vary by state.

Acceptance Signature	Name	Title	Date





Exhibit A to Master Agreement: WCPHS\_2

USER INFORMATION ("USER")			
User Legal Name Webb County Public Health Services	Address 1620 Santa Ursula		
City Laredo	State TX	Zip 78040	Phone 956-523-4747

Services Addendum Rev. 4.2

**A.1** This Services Addendum (the "Services Addendum") is entered by, and between, TruMed Systems, Inc. ("TRUMED") and Webb County Public Health Services ("User") - collectively "the Parties" incorporating terms of the Master Subscription Agreement (the "Subscription Agreement") dated as of 3/15/2022 by, and between User and TruMed Systems, Inc. TRUMED. Capitalized terms not otherwise defined in this Services Addendum have the same meaning as set forth per those stated in the Subscription Agreement.

**A.2 Scope:** User is procuring a subscription to the System(s) identified in this Agreement and/or one or more Quotes signed by User and TRUMED. The System ("Equipment" or "System") is composed of kiosk Equipment to be located at the User's site (e.g. AccuVax® and AccuShelf products and components). The Equipment is designed to be used in conjunction with the Portal and proprietary software, services and information available to User via the Portal, as well as the System software and firmware installed to the Equipment (collectively the "Services").

**A.3 Properly Performing:** TRUMED will provide support to maintain the Equipment in a properly performing status and will furnish remote and on-site Service(s) as stated below. In the event service does not resolve a performance problem, and it is determined the Equipment cannot function to standard, TRUMED will replace the defective hardware within 48-hrs. TRUMED may limit or suspend access to the Services as reasonably necessary to conduct routine and emergency maintenance.

**A.4 Portal and Services.** Subject to terms and conditions of the Agreement, during the Term, User has a non-transferable, non-exclusive and non-sublicensable right to access via the Internet the Services solely for User's internal purposes in connection with using the Equipment. TRUMED may occasionally modify or enhance the Services. User

shall be responsible for all account activity, including acts, errors and omissions of its authorized personnel or any authorized resource accessing its (User's) account.

**A.5 Patient Safety Checks:** To the extent permitted by the laws and Constitution of the State of Texas, and specifically Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that WEBB COUNTY is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding WEBB COUNTY's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving WEBB COUNTY's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, shall indemnify and hold harmless TRUMED's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising from WEBB COUNTY's use of the software application Patient Safety Checks Application ("Safety Checks Application") on User's Systems throughout its network.

**A.6 Vaccine Loss Insurance:** Section A6, Vaccine Loss Insurance, is only applicable for AccuVax® product lines. TRUMED maintains appropriate levels of insurance coverage to provide for any loss of vaccine resulting from the failure of its AccuVax® System proven to have not been caused by User negligence or *Forces Majeure*. TRUMED Vaccine Loss Insurance is invalid if User does not follow their Emergency Vaccine Management Plan (per CDC Guidelines) which outlines actions staff should take in the event of an emergency that might affect vaccine viability or provide commercially reasonable assistance to TRUMED to evacuate and/or relocate vaccines. User shall be named as an additional loss payee on TRUMED's product liability policy.



TRUMED will reimburse for each dose rendered unusable according to the vaccine manufacturer's guidance should the AccuVax® System fail to maintain correct storage temperatures [*Refrigerator Section*: 2-8 degrees centigrade (35 to 45 degrees Fahrenheit); *Freezer Section*: ≤ -15 degrees centigrade (-5 to 5 degrees Fahrenheit)], except in the event of a power outage lasting more than 9 consecutive hours, user neglect/misuse including improper loading of vaccines per as demonstrated during user training, vaccine loss that is otherwise covered by the State VFC program, or due to expressed inaction by User to provide assistance to TruMed. The viability of each vaccine affected must be verified by following the applicable state immunization program's instructions, or by consulting the vaccine manufacturer and documentation of loss provided to TRUMED. The type and number of vaccines to be reimbursed will be determined according to the inventory record of those affected by TRUMED's AccuVax® unit. The dollar amount of reimbursement will be calculated by multiplying the number of unusable doses of each vaccine by the per dose price paid by the User for replacement doses against submission of valid receipt and documentation of loss.

**A.7 Remote Access and Support Services:** TRUMED will provide remote support services on an on-going basis, including Software Updates, as defined herein. "Software Update" means a bug fix, patch, error correction, virus update, minor enhancement, or modification to existing features to maintain the security or operation of the Software. During the Support Term, if TRUMED releases an Update to the Basic Software, then TRUMED will install the Update via remote access or by other means, as chosen by TRUMED, and will deliver notice to User of the Update. Major "Software Upgrades" means a significant enhancement, new feature or other improvement to the Software, but does not include any hardware, third-party Software, or any other Software that TRUMED generally licenses separately and would, otherwise, not be included in the initial sales Quote.

**A.8 Support Requests:** If the Equipment is not performing or functioning to standard, the User will notify TRUMED of the issue by contacting its Help Desk via telephone: (844) 878-6331; via email: Support@TruMedSystems.com; or via the TRUMED Portal. For less urgent matters, email or portal inquiries are recommended and will be answered the same business day. TRUMED and/or a TRUMED-authorized third-party field service provider will

furnish services and support, as described below, subject to the terms and conditions.

#### **A.9 User Support Resources:**

**A.9.1 HELP DESK / CALL CENTER SUPPORT:** TruMed offers a 24-hour support hotline to report and resolve technical issues. Technical escalation support will be available from 8:00AM EST to 7:00 PM PST Monday through Friday and Saturday 8:00AM EST to 12:00 PM PST, excluding recognized National Holidays.

**A.9.2 ON-SITE SUPPORT: For AccuVax,** TruMed shall provide on-site support during standard business hours, defined as Monday through Friday, between the hours of 8:00AM to 5:00PM *local time* and Saturday, between the hours 8:00AM to 3:00PM *local time*, excluding recognized National Holidays. Standard response levels for on-site support shall be "Reasonable Efforts/Same Business Day" (as defined below):

- Reasonable Efforts/Same Business Day for on-site support is available to Users in select geographic areas - typically within a 50-mile radius of urban centers throughout the contiguous United States. Typical on-site response times are two (2) hours or less, but in some instances may take up to (6) hours. Service requests received after 11:00AM *local time* may in some cases necessitate a next business day response.
- For Users outside the 50-mile radius of an urban center, on-site support will be provided on a Reasonable Efforts basis and scheduled in coordination with the User. On-site support is often delivered in less than six (6) hours.

**A.9.3 REPLACEMENT PARTS.** If needed, TRUMED will replace parts in the Equipment, which are not properly functioning for any reason other than an External Cause (as defined below). In rare instances, a service response may be delayed due to the unavailability of the part(s) required to repair the Equipment.

**A.10 User Responsibilities:** All TRUMED obligations are conditioned on the following User Responsibilities:

- High Speed Internet: The System requires Users to provide high-speed Internet access and firewall modifications to enable connectivity. For Vaccine Insurance to be valid, Section 6, and for alerts to function upon loss of power, the



Equipment must be installed and left in a location that has cell service to the 3G modem provided.

- **Training Logistics:** User will work with TRUMED to schedule initial orientation and training on the System. The User will provide appropriate resources, space, and access to applicable systems or equipment at the installation site to support such training activities.
- **Routine Maintenance:** Users' routine maintenance of the Equipment entails: cleaning of its biometric identification device; network cabling; replacing batteries or simple part exchanges (for AccuShelf); and general equipment cleaning. Training and instructions to complete these tasks must be provided by TRUMED.
- **Cooperation:** User must provide physical assistance, access to Equipment, and any information as may reasonably be requested by TRUMED staff. For AccuVax, User agrees to assist TruMed as requested in emergency situations that may require someone from the clinic to perform basic troubleshooting or physical intervention to help prevent vaccine damage or loss. **Such assistance may require User after hours, weekend, or holiday assistance to resolve an issue or to execute Users' Emergency Vaccine Management Plan. If such assistance is not provided as requested, TruMed reserves the right to withhold or adjust the amount of vaccines replaced under the Vaccine Loss Insurance.**

#### A.11 Exceptions, Exclusions and Limitations:

**A.11.1 External Causes:** TRUMED is not obligated to perform free support for any part of the Equipment which is not properly functioning due to: (i) theft, abuse, misuse, physical damage, or vandalism; (ii) unauthorized repairs, including modification, alteration and adjustment; (iii) a computer virus or other disabling code introduced by a source other than TRUMED; (iv) Acts of God or Nature; (v) fire, water, electrical surge, etc.

- If User requests that TRUMED attempt to correct a problem with the Equipment attributable to an External Cause, TRUMED has the right to invoice the User for time and

materials performed at TRUMED's then-current rates.

- If a User requests TRUMED to relocate the Equipment, TRUMED will provide such service(s) at a rate to be agreed upon (in writing) with User.

**A.12 Remote Data Access.** User understands, acknowledges and agrees that TRUMED will be continuously or periodically uploading and compiling data entered to the Equipment and Portal. This data shall collectively be referred to as "Collected Information." This Collected Information may include, but not be limited to, the following:

- Patient Name
- Patient Age
- Patient Gender
- Patient Social Security Number
- Type, Lot and Expiry of Vaccine Administered to Patient
- Date and Approximate Time of Administration of Vaccine to Patient
- Health Insurance Information
- Any Other Unique Identifying Information, Numbers, Characteristics, or Code

The Parties understand and acknowledge that Collected Information will most likely include Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and/or medical information protected by similar laws promulgated by individual states. Accordingly, and prior to TRUMED gaining access to Users' PHI, the Parties will enter into an appropriate Business Associate Agreement. In addition, User understands and agrees that it must provide any required notice(s) to its patients (in User's Notice of Privacy Practices, or otherwise) and to obtain any required patient consent(s) or authorization(s) for the disclosure(s) of Collected Information as defined above. User grants to TRUMED a royalty-free license to access, process, store, transmit, de-identify, modify, analyze, aggregate with other data, and otherwise make use of the Collected Information to perform Services, for proper management of TRUMED, as



required to carry out the legal obligations of TRUMED, and to provide data aggregation services as permitted by 45 C.F.R § 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i). TRUMED may draw on the resources of and/or to subcontract with third-party contractors within or outside of the United States in connection with provision of Services and/or for internal, administrative and/or regulatory compliance purposes.

**A.13 Confidentiality.** "Confidential Information" means non-public information marked "Confidential" or "Proprietary" or information that otherwise should be understood by a reasonable person to be confidential or proprietary in nature, provided by (or to) another party or on its behalf. All non-public information included in the Services is deemed the Confidential Information of TRUMED. Confidential Information does not include any information which (1) is rightfully known to the recipient prior to its disclosure; (2) is independently developed by the recipient without placing any reliance on Confidential Information; or (3) is, or later becomes, publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party. Each Party will protect Confidential Information using reasonable and prudent measures commensurate with those that the receiving Party uses to protect its own Confidential Information. Each Party may use or disclose the Confidential Information to perform the Services pursuant to this Agreement, or as requested or directed by the other Party to this Agreement, or as required by applicable law, statute, or rules of regulation. Neither Party will disclose Confidential Information to third parties without the other Party's prior written consent. If disclosure is required by law, statute, or rules of regulation (including any subpoena or other similar form of legal process), the Party to which such request for disclosure is made shall provide the other Party with prior written notification (to fullest extent permissible by law) thereof and, if practicable under the circumstances, allow the other Party to exercise restraint or other appropriate /available relief.

**A.14 User Compliance with Laws.** User shall not utilize or access the Equipment (or Services) in any manner, which violates any applicable federal, state, local or international laws and/or regulations. User acknowledges and agrees that it has sole responsibility for compliance with all federal, state, local and international laws and regulations and

professional conduct standards affecting its business, including those laws, regulations and standards relating to the storage, handling and dispensing of pharmaceutical materials. TRUMED shall not be required to validate or be responsible for verifying Users' compliance with applicable laws, regulations and standards.

**A.15 Limitation of Liability.** EXCLUDING THE VACCINE LOSS INSURANCE (SECTION A5), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW(S) (a) IN NO EVENT WILL TRUMED BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR TRUMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE(S); AND (b) IN ANY EVENT, TRUMED'S AGGREGATE LIABILITY FOR ALL LOSSES, LIABILITIES AND DAMAGES IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO NO MORE THAN FEES PAID OR OWED BY USERS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO DATE ON WHICH THE CLAIM AROSE. THESE LIMITATIONS APPLY TO THIS AGREEMENT AND ALL EXHIBITS, INCLUDING THE BUSINESS ASSOCIATE AGREEMENT.

**A.16 Indemnity.** To the extent permitted by the laws and Constitution of the State of Texas, and specifically Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that WEBB COUNTY is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding WEBB COUNTY's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving WEBB COUNTY's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, shall indemnify and hold harmless TRUMED's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising from WEBB COUNTY's own acts of negligence in carrying out its obligations under this agreement.

TRUMED shall indemnify user from all claims of patent, copyright, and trademark infringement with the utilization of the TRUMED services, third party software and TRUMED products. TRUMED affirms it





has the authority to use software on the products and for services being offered to Webb County, Texas. Notwithstanding any other paragraph or agreement incorporated by reference TRUMED shall cover any and all expanses, settlement amounts, court costs, attorney fees and punitive damages in the event of a patent, copyright, or trademark infringement claim is filed against the User with respect to the use of the products and services agreed to in this contract.


**A.17 Use Restrictions.** User agrees not to access the Services by any means other than via the Portal provided by TRUMED and via the Equipment. User shall not, directly or indirectly, attempt to copy, download or export from the Portal, the software-as-a-service, or to reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideology or algorithms of the Services. Additionally, User shall not (1) modify, translate or create derivative works based on the Services; (2) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Services; (3) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third-

party; (4) remove any proprietary notices from the Services; or (5) publish or disclose to third-parties any evaluation of the Services without TRUMED's prior written consent.

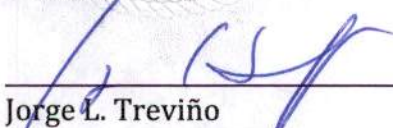
**A.18 Miscellaneous.** The Parties to this Services Addendum are independent contractors. This Addendum, together with the Master Agreement, and any Quotes and Schedules referenced herein constitute the entire agreement between the Parties related to the Services and the subject matter hereof. No provision of this Services Addendum may be amended or waived except by written instrument executed by both Parties' authorized representatives (of TRUMED and User). This Services Addendum will inure to the benefit of its Parties' permitted successors and assigns. Neither Party will be responsible for failure to perform its obligations under this Services Addendum (other than the obligation to pay) due to causes beyond its control.

Webb County Public Health Services	TRUMED SYSTEMS, INC.
	
By: Tano E. Tijerina	By: E. Scott Starke
Title: Webb County Judge	Title: Chief Commercial Officer
Date: July 26, 2022	Date: 7/8/2022

**ATTESTED:**

  
 Margie Ramirez-Ibarra  
 Webb County Clerk

**APPROVED AS TO FORM:**

  
 Jorge L. Treviño  
 Assistant General Counsel  
 Civil Legal Division

\*The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this



document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).\*

Passed and approved by the Webb County Commissioners Court

On July 25, 2022; item 10A





**MASTER SUBSCRIPTION AGREEMENT NO. WCPHS\_2**

USER INFORMATION ("USER")			
User Legal Name Webb County, Texas for the Public Health Services		Address 1620 Santa Ursula	
City Laredo	State TX	Zip 78040	Phone 956-523-4747

**AGREEMENT:** This is a Master Subscription Agreement dated as of the 3/15/2022 day of March 2022 (the "Master Agreement") between User and TruMed Systems, Inc. ("TRUMEDTruMed") – collectively "the Parties". The terms of this Master Agreement shall be incorporated into each schedule/quote (each, a "Schedule") now or hereafter executed pursuant to the terms hereof. Each such Schedule shall constitute a separate and enforceable agreement (a "Subscription Agreement"). In the event of a conflict between the terms of this Master Agreement and any Schedule, the terms of the Schedule shall control. User agrees to utilize all of the equipment ("Equipment"), software, installation services and software support services described in any Schedule or in any statement of work attached to any Schedule (together with the Equipment, the "Products") according to the terms and conditions of this Subscription Agreement and to utilize the maintenance services (the "Services," together with the Products, the "Subscription") according to the terms of the Services Addendum substantially in the form of Exhibit A attached hereto, dated as of the 15th day of March 2022 (the "Services Addendum;" collectively with each Subscription Agreement, the "Agreement") between User and TruMed Systems, Inc. ("TRUMED")

**TERM:** The first day of the month following TRUMED's receipt of written certificate acceptance for each System determines the "Commence Date" for the 60-months term (the "Initial Term" and for any successive Renewal Periods. The Initial Term may be shorter than 60 months if specified in the relevant Quote.

For each System, there shall also be an interim term ("Interim Term") beginning on the earlier of (1) the initial load or dispense by User, (2) staff training on the unit, or (3) on the date of User's written and/or verbal acceptance and continuing through the Commencement Date. For such Interim Term, User shall make a partial Subscription Fees as provided in the related Schedule.

The Interim Term, the Initial Term, and any Renewal Periods are collectively referred to as the "Term".

**PAYMENTS:** User agrees to make payments in accordance with the Term and payment schedule outlined on a Schedule ("Subscription Fees"). Subscription Fees will be due on the first day of the month (or such other time-period specified in Schedule). USER'S OBLIGATION TO PAY SUBSCRIPTION FEES AND

ALL OTHER OBLIGATIONS HEREIN ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.

**DELIVERY, INSTALLATION AND ACCEPTANCE:** User and TRUMED acknowledge that TRUMED will deliver and install the Products. Upon receipt and installation, User agrees to inspect the Products to determine whether they are in good working order. After inspection, User agrees to sign and send TRUMED a certificate of acceptance.

**EQUIPMENT LOCATION, USE AND REPAIR:** User will maintain and use the Equipment only at the location shown on the applicable Schedule. User agrees that the Equipment cannot be moved from that location without TRUMED's advance written approval. **If a unit is moved, User voids all warranties and vaccine insurance.** User acknowledges that TRUMED is solely obligated to maintain the Equipment in good repair and condition, and in proper working order pursuant to the terms of the Services Addendum. User is responsible for protecting the Equipment from damage of any kind whatsoever and will continue to make payments if any damage occurs, even if the Equipment is completely-destroyed. Customer shall maintain Equipment in a climate-controlled location appropriate for Class A office equipment. User will not modify or alter the Equipment, permanently affix anything to the Equipment or permanently affix the Equipment to assets not owned by TRUMED, without TRUMED's prior written consent. Any such pre-approved modifications or alterations shall be made at User's sole expense. Any such modification or alteration shall not interfere with the normal operation of the Equipment. All such alterations and permanent attachments shall become part of the Products and shall be owned by TRUMED. User acknowledges, warrants and agrees that TRUMED or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location.

**INDEMNIFICATION:** TRUMED is not responsible for any losses or damages caused by the installation or use of the Products, or from any other kind of loss while User is in possession of the Products. Notwithstanding any other paragraph, to the extent permitted by the laws and Constitution of the State of Texas, and



specifically Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that WEBB COUNTY is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding WEBB COUNTY's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving WEBB COUNTY's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, shall indemnify and hold harmless TRUMED's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising from WEBB COUNTY's use of the Products or from defects in the Products.

**END OF TERM AND RENEWAL:** TRUMED must receive notice from User in writing at least 120 days prior to the expiration of the Initial Term or any Renewal Period, of User's intention to return the Products to TRUMED or to enter a Renewal Term. User's obligation to pay Subscription Fees will continue until the Products are made available for removal and return to TRUMED. Unless notice is timely received by TRUMED, a Subscription Agreement will automatically renew for an additional term of 12 months (a "Renewal Period") under the same terms and conditions on the applicable Schedule.

**LATE FEES AND COLLECTION CHARGES:** If any Subscription Fee payment or other amount payable to TRUMED is not paid within 10 days of its due date, User shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of \$25.00 or 5% of the amount then due for each 30 days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law). User also agrees to pay any fees assessed for each check or ACH returned unpaid.

**NO WARRANTY:** User acknowledges that TRUMED does not manufacture or develop the Equipment or the software, that TRUMED is solely responsible for maintenance of the Equipment and that User has selected TRUMED based on User's own judgment and the Products based solely on the advice of TRUMED and not on any advice or recommendation from TRUMED. **TRUMED IS MAKING THE PRODUCTS AVAILABLE TO USER "AS IS." TRUMED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS. TRUMED SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. TRUMED SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO USER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE PRODUCTS. IF THE PRODUCTS DO NOT OPERATE AS REPRESENTED BY TRUMED OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, USER WILL NOT MAKE ANY CLAIM AGAINST TRUMED FOR DAMAGES.** User agrees to continue making payments to TRUMED under each Schedule, regardless of any claims User may have against the manufacturer, TRUMED

or any other vendor. TRUMED transfers to User for the term of the applicable Subscription Agreement any warranties made by the manufacturer or a vendor of the Products subject to such Subscription Agreement. No representation or warranty by the manufacturer, TRUMED or any other vendor is binding on TRUMED nor shall breach of such warranty relieve User of User's obligation to TRUMED as provided herein.

**SOFTWARE:** User agrees that any software included in the Products is subject to the following: (1) TRUMED disclaims all warranties and obligations in regard to the software other than TRUMED' obligation to pay the invoiced price of the software to the software vendor; (2) TRUMED will not be liable to User for (a) the inadequacy of the software for any purpose; (b) any deficiency or defect in the software; (c) the performance of the software; or (d) any interruption or loss of service, use or performance of the software; (3) User agrees to deal directly with TRUMED for any problems, deficiencies or inadequacies relating to the software; (4) other than with respect to any software upgrade and support services which are included in the Products, TRUMED' sole responsibility with respect to which is to pay the invoiced price of such services to TRUMED, User shall remain responsible for all software maintenance and enhancement costs; (5) User acknowledges and agrees that any Default under this Subscription Agreement shall constitute a breach of the related software license agreement and upon the occurrence of any Default, TRUMED may require TRUMED, and TRUMED shall be authorized, to immediately terminate the software license agreement; (6) if TRUMED repossesses the Products under the terms of a Subscription Agreement, User agrees immediately to assign to TRUMED all of User's rights in the software and to take all such acts as are necessary to cause such an assignment.

**INSURANCE:** During the term of a Subscription Agreement, User will procure and maintain at User's expense, property insurance, naming TRUMED or its assigns as the sole loss payee, for the full replacement value of the Products, and general liability insurance, naming TRUMED or its assigns as additional insureds, in an amount acceptable to TRUMED, but in no event shall it be less than \$50,000 per AccuVax System and \$15,000 per AccuShelf System, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Products. User will furnish TRUMED with evidence of such insurance when requested. If User does not furnish TRUMED such evidence, TRUMED may at its option purchase such insurance for the Products and add the cost of such insurance to the amounts due from User under the applicable Subscription Agreement. If TRUMED purchases such insurance on User's behalf, it shall not relieve User of any of its obligations under the applicable Subscription Agreement or release User from any claims TRUMED may have against User. All such insurance shall provide for thirty (30) days' prior written notice to TRUMED of cancellation, restriction, or reduction of coverage. User hereby irrevocably appoints TRUMED as User's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage under any insurance policy insuring the Products.



**OWNERSHIP, TAXES AND UCCs:** TRUMED is the owner of the Products and holds title to the Products. User must keep the Products free and clear from any lien, levy, attachment or encumbrance, and User understands that the Products are not User's to pledge or grant security interests in, except for the security interest granted TRUMED herein. In addition to the payment of the Subscription Fees, User shall reimburse TRUMED for all license or registration fees, assessments, sales and use taxes, rental taxes, gross receipts taxes, personal property taxes and other taxes now or hereafter imposed by any federal, state or local government upon the Products, the Subscription Fees or upon the ownership, leasing, renting, purchase, possession or use of the Products (whether the same be assessed to TRUMED or User). TRUMED shall file all property tax returns and pay all taxes when due. User's obligation to reimburse TRUMED for any taxes paid or other non-rent related charges shall be due and payable upon invoice from TRUMED in accordance with the terms of such invoice. User shall indemnify TRUMED to the extent of any such unpaid taxes or fees (including penalties and interest) and TRUMED' costs associated therewith. While User acknowledges that it does not have title to the Products, as a precautionary matter in the event a court recharacterizes this agreement as a secured transaction, User grants to TRUMED a security interest in the Products and authorizes TRUMED to record UCC financing statements to indicate TRUMED's interest in the Equipment.

**DEFAULT:** Each of the following is a "Default" under each Subscription Agreement: (a) User does not pay a Subscription Fee payment or any other amount payable to TRUMED within 10 days of its due date; (b) User fails to perform any of User's non-monetary obligations under this Master Agreement or any Subscription Agreement and such failure is not cured within 10 days after TRUMED' notice of that failure to User; (c) any representation or warranty User makes to TRUMED or TRUMED in, or in connection with, a Subscription Agreement shall prove to have been false in any material respect; (d) any execution or writ of process is issued in any action to seize or detain the Products; (e) User defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or User defaults under any other agreement now existing or hereafter made with TRUMED or TRUMED; (f) User's financial condition changes, or the financial condition of any guarantor of such Subscription Agreement changes, to the point where it reasonably causes TRUMED to be insecure about User's ability to perform User's obligations under this Subscription Agreement and any Schedule or any other agreement with TRUMED; or (g) any guarantor of such Subscription Agreement dies, or User or any such guarantor: becomes insolvent or unable to pay debts when they become due; files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation; stops doing business as a going concern; merges, has a change of control through a sale or transfer of all or substantially all of its equity; transfers or sells all or substantially all of its assets; makes an

assignment for the benefit of creditors; or has a trustee or receiver appointed for it.

**TRUMED' REMEDIES:** If a Default occurs, TRUMED may, but shall not be obligated to, do one or any combination of all of the following: (1) require User to immediately pay all sums already due under this Master Agreement and any Subscription Agreement plus any and all other sums becoming due (including an acceleration of remaining Subscription Fee payments); (2) cancel all of User's rights, but not User's obligations, under such Subscription Agreement; (3) require User to promptly return all of the Equipment and pay for any damage or pay replacement cost of the Product, as determined by TRUMED; and/or (4) repossess, sell, use, lease and/or otherwise dispose of the Products. In addition, TRUMED is permitted to use any, and all remedies available to TRUMED under the Uniform Commercial Code or any other applicable law. TRUMED may accept past due payments without modifying the terms of such Subscription Agreement and without waiving any of TRUMED rights under such Subscription Agreement. USER AGREES TO PAY ALL OF TRUMED' COSTS OF ENFORCING TRUMED' RIGHTS AGAINST USER, INCLUDING ATTORNEYS' FEES. If it is necessary for TRUMED to take possession of the Products, User agrees to pay the cost of repossession, sale, lease and/or disposing of the Products.

All Deadlines shall conform to Texas Law as Follows:

In conformance with Texas Government Code § 2251.021. TIME FOR PAYMENT BY GOVERNMENTAL ENTITY. A payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

Notwithstanding the finance charge, failure to pay invoices in accordance including applicable federal, state, and local taxes with such terms shall be considered a breach of this contract and could result in a discontinuance of our services without prior notice. Customer agrees it shall have no right of offset against charges for services rendered. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**ASSIGNMENT:** USER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLET THE PRODUCTS, ANY SUBSCRIPTION AGREEMENT OR THIS MASTER AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF TRUMED. TRUMED may sell,



assign or transfer each Schedule and this Master Agreement or its rights in the Products without notice to User. If TRUMED sells, assigns or transfers a Schedule or this Master Agreement, the new owner will have the same rights or benefits TRUMED has now. User agrees that the rights of the new owner will not be subject to any claim, defense or setoff that User may have against TRUMED. In connection therewith, User agrees to acknowledge in writing any such assignment upon receipt of written notice thereof.

**CHOICE OF LAW:** THIS MASTER AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. USER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS OF WEBB COUNTY TEXAS. USER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

**REDUCTION OR NON-APPROPRIATION OF FUNDS:** Webb County cannot warrant that funds will be available to pay for the funds through the end of the current and/or any future fiscal period, and shall use the County's budgetary process to obtain funds to pay all payments in and through the end of this year's term or any future term. If our appropriations request to our commissioners court for funds is unable to pay for this agreement or is denied then this agreement may terminate on the earlier of the last day of the fiscal period or for which funds are available and have already been appropriated. Final payments will be made subject to the submission of documentation as stated in this agreement that evidences services rendered. The satisfaction of all obligations under this Agreement that are required to be provided to Webb County or its representative including the return of any documentation that must be preserved by the County pursuant to federal and state laws or grant provisions will be required prior to any disbursement of payment by Webb COUNTY, TEXAS.

User reasonably believes that funds can be obtained sufficient to make all Subscription Fee payments or other amounts payable to TFS during the current fiscal period. The officer of User responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the Subscription Fee payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. User shall give Provider immediate notice of User's intent to terminate this Master Agreement under this Section, which notice shall contain the termination date (which shall be the end of the last of User's fiscal years for which appropriations for the Subscription Fee payments were made) (the "Termination Date") and User shall comply with the provisions of the Termination Procedure Section of this Master Agreement. In the event of an early termination of this Master Agreement under this Section, all obligations of User to make Subscription Fee payments which would otherwise be due hereunder after the Termination Date shall cease. User agrees, to the extent permitted by applicable

law, that User will not, and may not, terminate any Master Agreement if sufficient funds are appropriated to User or by User for the acquisition, retention, use, operation, and/or service of other products, which performs functions similar to any of the Products covered by such Master Agreement, for or during the fiscal year during the term of such Master Agreement in which such termination is desired by User or the next immediately succeeding fiscal year of User.

**FURTHER ASSURANCES:** User shall, at User's expense, from time to time execute and deliver such further documents and assurances and take such further actions as TRUMED may reasonably request (a) in order to carry out the intent and purposes of this Agreement or (b) to establish and protect TRUMED' title to the Products or the rights and remedies granted or intended to be granted in favor of TRUMED under the terms of each Subscription Agreement.

**SUCCESSORS; SURVIVAL:** This Master Agreement and each Schedule shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the Parties hereto. User's representations, warranties, indemnities and reimbursement obligations shall survive the termination, cancellation or expiration of this Master Agreement and each Subscription Agreement.

**MISCELLANEOUS:** The Agreement constitutes the entire agreement between TRUMED, User and TRUMED concerning the Subscription which is the subject matter thereof and incorporates all representations made in connection with negotiation of the same. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by a written instrument.

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Upon request, User agrees to provide TRUMED, and any assignee or potential assignee of TRUMED, with such documentation as TRUMED may request to evidence User's compliance with its obligations hereunder, including evidence of payment of all applicable taxes, and User's most recent annual financial statement (audited, if available) and its most current interim financial statements.

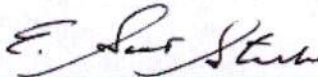
User agrees that any delay or failure to enforce TRUMED' rights under this Agreement does not prevent TRUMED from enforcing any such rights at later time.

**FAXED AND COPIED DOCUMENTS:** A facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement between the Parties.



THIS MASTER AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELLABLE. USER REPRESENTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON ITS BEHALF HAVE BEEN

TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY USER REGARDING THIS MASTER AGREEMENT.

<i>WEBB COUNTY: Webb County, Texas for the Public Health Services</i>	TRUMED SYSTEMS, INC
User Legal Name	Name: 
By: Tano E. Tijerina	By: E. Scott Starke
Title: Webb County Judge	Title: Chief Commercial Officer
Date	Date: 7/8/2022

**ATTESTED:**

\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jorge L. Treviño  
Assistant General Counsel  
Civil Legal Division

\*The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).\*

Passed and approved by the Webb County Commissioners Court

On \_\_\_\_\_, 202 ; item \_\_\_\_\_



**BUSINESS INFORMATION**

LEGAL NAME OF BUSINESS: <b>Webb County Public Health Services</b>			BUSINESS CONTACT: <b>Tano Tijerina</b>		
STREET ADDRESS: <b>1620 Santa Ursula</b>	CITY: <b>Laredo</b>	STATE: <b>TX</b>	ZIP: <b>78040</b>	COUNTY:	
PHONE: <b>956-523-4747</b>	FAX:		EMAIL: <b>sandraibarra@webbcountytx.gov</b>		
DESCRIPTION OF BUSINESS:			WEBSITE:		
YEARS IN BUSINESS/DATE INCORPORATED:		STATE INCORPORATED:		FEDERAL TAX ID NUMBER:	
TYPE OF BUSINESS: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Not for Profit <input type="checkbox"/> Sales Tax Exempt			PUBLICLY HELD? <input type="checkbox"/> Yes <input type="checkbox"/> No		STOCK SYMBOL:

**PRINCIPAL INFORMATION**

NAME:		OWNERSHIP %:	NAME:		OWNERSHIP %:
HOME ADDRESS:			HOME ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
SOCIAL SECURITY NUMBER:	PROVIDING A GUARANTEE? <input type="checkbox"/> Yes <input type="checkbox"/> No		SOCIAL SECURITY NUMBER:	PROVIDING A GUARANTEE? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**EQUIPMENT INFORMATION**

EQUIPMENT TYPE/MODEL: <b>AccuVax ES</b>			VENDOR: <b>TruMed Systems</b>		
LOCATION ADDRESS: <b>4350 Executive Drive, Suite 120</b>	CITY: <b>San Diego</b>	STATE: <b>CA</b>	ZIP: <b>92121</b>	COUNTY:	
VENDOR SALES REPRESENTATIVE:			VENDOR CONTACT PHONE:		
EQUIPMENT PRICE (W/O TAX): ___ unit x \$ ___ = \$ ___/month			CONTRACT TERM:		

**INVOICING**

ONE INVOICE FOR ALL LOCATIONS

INVOICE PER ASSET LOCATION

**ACCOUNTS PAYABLE**

ACCOUNTS PAYABLE CONTACT:		
PHONE:	EMAIL:	FAX:

**ACKNOWLEDGEMENT**

By signing below, the undersigned individual(s), who is either a principal of the credit applicant or a personal guarantor of its obligation, provides written instruction to TruMed Financial Services or its designee (and any assignee or potential assignee thereof) authorizing your banks, trade references, and other financial institutions to release credit information to TruMed Financial Services and review of your personal credit profile from a national credit bureau as required. Such authorization shall extend to obtaining a credit profile in considering this application subsequently for the purpose of update, renewal or extension of such credit and for reviewing or collecting the resulting account. A photostat or facsimile copy of this authorization shall be valid as the original. By signature below, I/we affirm my/our identity as the respective individual(s) identified in the application received. You also represent that the information you have provided is true and accurate.

BUSINESS NAME:		
Signed: _____	Date: _____	Title: _____
Signed: _____	Date: _____	Title: _____

Please email completed application to: [CreditApp@AccuVax.com](mailto:CreditApp@AccuVax.com)

For any questions, please call Dara Drosman at 844-878-6331 ext 715