

Dane County Contract Cover Sheet

Revised 01/2022

Res 364
significant

Dept./Division	Medical Examiner		
Vendor Name	Neurologica, Corp	MUNIS #	30900
Brief Contract Title/Description	Full-service maintenance agreement for the Body Tom (CT Scan) system at the Dane County Medical Examiner's Office		
Contract Term	March 1, 2025 - February 28, 2028		
Contract Amount	\$254,362.50		

Contract # Admin will assign	15763
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Cristina Figueroa Soto	Name	Chris R. Brown
Phone #	608-284-6000	Phone #	304-276-8342
Email	figueroasoto.cristina@countyofdane.com	Email	crbrown@bostonimaging.com
Purchasing Officer	Megan Roan		

Purchasing Authority	<input type="checkbox"/>	\$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/>	Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/>	Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/>	Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/>	Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/>	N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	1367	Org: MEDEXAM	Obj: 30180	Proj:	
	Year	2025	Org:	Obj:	Proj:	
			Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/>	Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	364
	<input checked="" type="checkbox"/>	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	
	<input type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions					
<input type="checkbox"/>	No modifications.	<input type="checkbox"/>	Modifications and reviewed by:	<input type="checkbox"/>	Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Figueroa Soto, Cristina	Digitally signed by Figueroa Soto, Cristina Date: 2025.03.14 14:26:50 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/14/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, March 18, 2025 10:50 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15763
Attachments: 15763.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/18/2025 3:07 PM	Approve: 3/18/2025 3:08 PM
	Rogan, Megan	Read: 3/18/2025 11:02 AM	Approve: 3/18/2025 11:02 AM
	Gault, David	Read: 3/18/2025 1:37 PM	Approve: 3/18/2025 1:38 PM
	Cotillier, Joshua		Approve: 3/18/2025 2:46 PM
	Stavn, Stephanie	Read: 3/18/2025 11:11 AM	
	Oby, Joe		

Re-routing this one due to an error on the contract related to the term of the contract.

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15763
Department: Medical Examiner
Vendor: Neurologica Corp
Contract Description: Maintenance agreement for Body Tom (CT Scan) System (Res 364)
Contract Term: 3/1/25 – 2/28/28
Contract Amount: \$254,362.50

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2024 RES-364**

4 **AWARD OF NEUROLOGICA CORP. FULL-SERVICE MAINTENANCE AGREEMENT FOR**
5 **CT SCAN SYSTEM AT THE DANE COUNTY MEDICAL EXAMINER'S OFFICE**

6 The Dane County Medical Examiner's Office had a three-year full-service maintenance contract
7 with NeuroLogica Corp. for the BodyTom (CT scan) system that expired December 8, 2024. The
8 service agreement is crucial to ensuring the continued functionality and reliability of our imaging
9 equipment, which plays a key role in forensic examinations. The maintenance agreement with
10 NeuroLogica Corp. provides vital services, including unlimited service visits, preventative
11 maintenance, and emergency telephone consultations, all of which are critical to minimizing
12 equipment downtime and ensuring uninterrupted operations. The Dane County Medical
13 Examiner's Office has negotiated a new three-year service agreement with NeuroLogica Corp.
14 for an annual fee of \$84,787.

15
16
17 **NOW, THEREFORE BE IT RESOLVED** that the Dane County Board of Supervisors does
18 authorize a three-year contract to NeuroLogica Corp. with the total cost being \$254,362.50 and
19 that the County Executive and County Clerk are authorized to execute the agreement.
20

Dane County Medical Examiners

15763

Boston Imaging Rep: Kyle White

Phone: 317-439-8180

Email: kwhite@neurologica.com

Bill To: Same

Customer: Dane County Medical Examiner
3111 Luds Lane
McFarland, WI 53558

Customer Contact: Cristina Figueroa Soto

Phone: XXX-XXX-XXXX

Email: figueroasoto.cristina@danecounty.gov

SYSTEM TYPE: NL4000

SERIAL NUMBER: 00166

PRODUCT NUMBER: 0-NL4000-002

TERM

Effective Start Date: **March 1, 2025**

Agreement Term: One Year Two Years Three Years Other: _____

End Date: **February 28, 2028**

Coverage type: Base System TUBE Coverage

PM(s) Part(s) Labor Travel SW

NOTICE OF PROPRIETARY PROPERTY

This Service Agreement (“Agreement”) by and between NeuroLogica, Corp. (“NeuroLogica”) and the above referenced customer (“Customer”) shall commence on the Effective Date referred to above and shall remain in force for the term indicated above.

For the System listed above, NeuroLogica hereby agrees to provide to the Customer the maintenance services described below (“Services”), and Customer agrees to pay for such Services, in each instance subject to and in accordance with the terms and conditions of this Agreement and the additional terms and conditions on the reverse side.

A. Schedule of Services:

1. Service Visits. NeuroLogica will provide the Customer with an unlimited amount of service visits during the term of this Agreement. At each service visit, NeuroLogica will: check x-ray energy output, verify voltage output, check optical alignment, check multi-power supply, clean instrument, verify patient alignment system, verify full operation of your system and replace any defective or damaged parts.
2. Preventative Maintenance: NeuroLogica will provide the Customer with System Preventative Maintenance which will be performed as outlined in the System Service Manual.
3. Service Hours. During the term of this Agreement, NeuroLogica will provide service visits between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, at no charge. In most instances, NeuroLogica will provide an on-site technician within 24 hours. Any service visits that you authorize outside of these hours will be separately billed at the “After Hours” rate set forth below.
4. Parts, Labor and operating Software. Parts, labor, travel and software are included in this Agreement.

Updates and Upgrades necessary to operate the System or necessary to comply with any applicable state or federal law or regulate or to address FDA required safety modification or other patient safety issue, are included in this Agreement. Other Software Upgrades are not covered under this Agreement. “Update(s)” is any enhancement, modification, alteration, improvement, correction, revision, and other changes to the Software which NeuroLogica generally makes available for the Software at no additional fee. “Upgrade(s)” is any addition to the Software by NeuroLogica that adds new material functional capabilities to the Software but is not an error correction or an Update or part thereof. Service for non-NeuroLogica or other third-party products, accessories or software that may have been distributed, sold or delivered with the core System including, but not limited to, contrast injectors, surgical tables, surgical navigation equipment, Osirix viewing stations, Codonics CD/DVD burning stations and archive products, Ergotron laptop carts, and Hergo desktop carts, is not included in this Agreement. Such third-party products, accessories or software may be covered by the third-party manufacturer/supplier’s warranties, to the extent available.

5. Emergency Telephone Consultation. NeuroLogica will provide emergency telephone consultation 24 hours per day, seven days per week. Telephone is 1-888-564-8561.

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B. Schedule of Charges:

1. Covered Services. For the System listed above, Customer will pay NeuroLogica an **annual** service fee of **\$84,787.50** for **3** Years for a **total Agreement fee of \$254,362.50.**
2. Fees are billed Annually Quarterly Monthly and are payable in Net 30 days from invoice date. NeuroLogica agrees that the annual cost of the contract will not increase during the term of the Agreement.
3. After Hours Services. If Customer requests a service visit before 8:00 a.m. or after 5:00 p.m. the Customer will pay NeuroLogica at the rate of \$450 per hour (minimum 4 hours).

This Service Maintenance Agreement shall replace any previous service agreements or warranties between NeuroLogica and the Customer and shall cover only the System bearing the serial number indicated above.

EXECUTED this ___ day of _____, 24

CUSTOMER:

Dane County Medical Examiners

NEUROLOGICA CORP.

By: _____

By: Kyle White

Name: _____

Name: Kyle White

Title: _____

Title: mCT Global Service Manager

Date: _____

Date: Mar 18, 2025

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Additional Terms And Conditions

1. **NeuroLogica Responsibilities.** During the term of this Agreement, NeuroLogica will provide the Services listed on the facing page under the heading “Schedule of Services.” The following shall be applicable to the Services *if included*:
 - a. **Preventative Maintenance.** NeuroLogica will contact Customer to schedule preventative maintenance visits on mutually convenient weekdays between the hours of 8:00 a.m. and 5:00 p.m.
 - b. **Unscheduled Service.** NeuroLogica will use best efforts (within reason) to have a service technician on site within the time period set forth in the facing page of this Agreement under “Schedule of Services” (or as soon as practicable thereafter). Customer acknowledges that NeuroLogica cannot and does not absolutely guarantee response time to service calls.
 - c. **Modifications for Safety or Reliability.** If NeuroLogica determines that a modification to the System (whether hardware or software) is necessary to address safety or reliability concerns identified by NeuroLogica, then NeuroLogica will install the modification in the System as soon as practicable.
2. **Customer Obligations.** Customer’s obligations are as follows:
 - a. **Payments.** Customer will pay all NeuroLogica invoices within 30 days. If Customer is tax exempt, Customer shall provide NeuroLogica a valid tax exemption certificate or other acceptable evidence.
 - b. **Tests.** Customer will conduct such tests of the System and submit the results in such format at such times as NeuroLogica reasonably requests. Customer agrees to maintain telephone line connectivity to allow NeuroLogica to monitor remote diagnostic logs and allow for timely preventative maintenance visits.
 - c. **Conformity with Manuals.** Customer will comply in all material respects with the manuals and instruction materials provided by NeuroLogica regarding this System, its use and its maintenance.
 - d. **Cooperation.** Customer will cooperate with NeuroLogica in performing its duties including the scheduling of service calls and providing access to the System, an acceptable work environment for NeuroLogica personnel at the Installation Site, and adequate space for storage of spare parts, tools and the like. Customer bears the risk of loss for spare parts stored at the Installation Site.
 - e. **Installation Site.** Customer will maintain the Installation Site in accordance with NeuroLogica’s recommendations and will not move, permit the movement of or tamper with the System without NeuroLogica’s prior knowledge and direct participation. Please notify NeuroLogica if the equipment covered under this contract is to be relocated to an address different than the “Installation Site” listed in this agreement. Additional fees may be incurred in order to maintain coverage at the new location. Customer agrees that system will not be used in a Biosafety Level (BSL) environment for the duration of this agreement. This includes Biosafety Level 1, 2, 3, or 4.
 - f. **No Outside Services.** Customer will not permit anyone other than NeuroLogica’s service representative or its authorized subcontractors to perform maintenance, to repair or to adjust the System.
 - g. **No Unapproved Part.** Customer will use only NeuroLogica approved parts in the System and only NeuroLogica approved disposables with the System.
 - h. **Customer Presence.** For the safety of NeuroLogica’s personnel, Customer or one of its representatives will be present at the Installation Site at all times when a NeuroLogica person is servicing the System.
3. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL APPLY TO PARTS AND SERVICES PROVIDED BY NEUROLOGICA UNDER THE AGREEMENT. CUSTOMER WILL USE THE PARTS SOLELY FOR PURPOSES OF PROVIDING MAINTENANCE AND REPAIR SERVICES FOR THE SYSTEM(S) LISTED ON THE FACE OF THIS DOCUMENT, AND NOT FOR RESALE. IF THESE TERMS AND CONDITIONS CONFLICT WITH TERMS AND CONDITIONS OF A PURCHASE ORDER OR PROCUREMENT DOCUMENT ISSUED BY CUSTOMER, THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT SHALL GOVERN IN ALL INSTANCES, AND SUCH CONFLICTING TERMS SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT. NEUROLOGICA’S ACCEPTANCE OF CUSTOMER’S REQUEST FOR PARTS IS CONDITIONED UPON CUSTOMER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS IRRESPECTIVE OF WHETHER THE CUSTOMER ACCEPTS THEM IN WRITING, BY IMPLICATION, OR BY ACCEPTANCE OF AND PAYMENT HEREUNDER. NEUROLOGICA’S

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FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM CUSTOMERS SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS HEREIN. THE PARTIES EXPRESSLY AGREE THAT ANY RESALE OF SUCH PARTS TO ANY OTHER THIRD PARTY SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT.

4. **SCOPE OF SERVICES.** This Agreement does not entitle Customer to, or obligate NeuroLogica to provide, any service or products not specifically identified herein. Without limitation, the Services *do not* include: (a) any repairs or service attributable to Customer’s failure to comply with any of its obligations in this Agreement or to (a) improper use, mishandling, alterations; (b) maintenance by anyone other than NeuroLogica or its authorized subcontractors; (c) accidents, casualty loss, other acts of God; (d) any disposable products, consumable supplies; (e) services associated with relocation, installation (such as site preparation) or removal or disposal of the System; or (f) any costs of materials, supplies, parts, or labor supplied by any party other than NeuroLogica or its authorized subcontractors. Services or products not included in this Agreement may be purchased from NeuroLogica on a case-by-case basis at NeuroLogica’s then current charges if such services are then available from NeuroLogica.
5. **DELIVERY, TITLE AND RISK OF LOSS.** Standard shipments will be made in a manner to be determined by NeuroLogica. Additional expenses to comply with Customer’s request for expedited shipments shall be for Customer’s account. Domestic U.S. deliveries will be FOB the destination shown on Customer’s order. International deliveries will be CFR port of destination (Incoterms 2010), freight prepaid and charged back. NeuroLogica will include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices. Customer shall be responsible for costs of insurance and transportation and for all import duties, taxes, or other expenses incurred or licenses or clearance required at any port of entry and destination. Risk of loss or damage to the Parts shall pass to Customer upon delivery.
6. **CHARGES AND INVOICING.** Customer will pay NeuroLogica on a monthly, quarterly or annual basis, as indicated under the “Schedule of Charges” section of this Agreement. NeuroLogica will invoice the Customer periodically as per NeuroLogica terms. All invoices must be paid in full within 30 days of receipt. If not paid when due, interest on the unpaid balance will accrue at 1% per month or the maximum rate permitted by applicable law, whichever is less. Prices are quoted exclusive of taxes. Customer will pay (or reimburse NeuroLogica for) all applicable taxes. Without limiting any other rights and remedies available to NeuroLogica, non-payment of invoices when due will result in, at NeuroLogica’s option (a) suspend or cancel performance of Service and/or delivery of Parts, in whole or in part, and Customer shall be liable to pay NeuroLogica for Parts already shipped and Services performed, until a reasonable time after all defaults have been cured; (b) all sums shall be due and payable; (c) termination of this Agreement with 10 days’ notice to Customer; and/or (e) pursue any other remedies permitted by law or equity. If NeuroLogica retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney’s fees and expenses, shall be payable by Customer. Acceptance of partial payment of any invoice shall not constitute a waiver of the unpaid balance.
7. **TAXES.** Customer will be responsible for all taxes, withholding, duties and other governmental assessments, including, without limitation, sales or use tax, VAT or similar taxes, provided that NeuroLogica will not invoice Customer for taxes to the extent Customer has provided an appropriate, valid, current resale certificate, exemption documentation or valid VAT identification number that exempts Customer from paying and/or NeuroLogica from collecting such tax. If at any time during this Agreement or any extension or renewal of this Agreement, Customer ceases to be a tax exempt, or no longer has a current, valid resale certificate, exemption documentation or valid VAT identification number, Customer acknowledges and agrees hereby that it shall be responsible for the payment of all taxes, withholding, duties and other governmental assessments, including, without limitation, sales or use tax, VAT or similar taxes.
8. **WARRANTY EXCLUSION.** NeuroLogica makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. NeuroLogica expressly disclaims all warranties.
9. **OWNERSHIP.** Customer acknowledges and agrees that all inventions, designs, patent applications, trademarks, tradenames, logos, copyrights, patent licenses, service marks, mask works, design rights, know-how, trade secrets, and other intellectual property rights involved or arising from the development and manufacture of the Parts, including without limitation the designs, NeuroLogica’s logos, trademarks, tradenames and NeuroLogica’s product model names (collectively the “NeuroLogica IP”), are owned exclusively by NeuroLogica or its licensors.
10. **NO MODIFICATION OR REVERSE ENGINEERING.** Customer agrees that it will not modify, adapt, alter, translate, or create derivative works from any of the Parts provided under this Agreement or derive, attempt to derive or direct others to derive the source code of any software product or the physical structure or technical properties of any Parts provided under this Agreement by reverse engineering, disassembly, decompilation or any other means.

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The Parties intend that each shall be responsible for its own intentional and/or negligent acts or omissions to act. Customer shall be responsible for the acts and omissions of its officers, directors, employees, or agents. NeuroLogica shall be responsible for any damage or personal injury caused by the negligent acts or omissions by its officers, directors, employees, or agents. It is the express intention of the Parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the Parties liable as partners, agents, employer-employee, or otherwise create any joint and severable liability.

11. **INTELLECTUAL PROPERTY INDEMNITY.** NeuroLogica shall: (i) defend or settle, at its option and expense, any claim against Customer alleging that any Parts furnished hereunder, in the form in which it is furnished by NeuroLogica, infringes any United States patent, copyright or trademark; (ii) reimburse Customer for any costs incurred at NeuroLogica's written request; and (iii) pay all damages and costs assessed by final judgment against Customer and attributable to such claim. NeuroLogica shall have the right, at any time, and at its option and expense, to: (i) procure for Customer the right to continue using such Parts; (ii) replace or modify any such Parts so that it is no longer infringing; or (iii) require return of such Parts. NeuroLogica's obligations hereunder are conditioned upon; (i) Customer giving NeuroLogica prompt written notice of any such claim; (ii) NeuroLogica having complete control of the defense and settlement thereof; and (iii) Customer cooperating fully with NeuroLogica to facilitate the defense or settlement of such claim. Notwithstanding the foregoing, NeuroLogica shall have no obligation to indemnify, defend or settle any claim for any infringement or other violation of any patent or other intellectual property right: (i) arising from NeuroLogica's compliance with Customer's specifications, designs or instructions; (ii) arising out of the use of the Parts in combination with equipment or devices not sold by NeuroLogica, (iii) Customer's use of the Parts in a manner contrary to the manufacturer's specifications or instructions or (iv) Customer's unauthorized alteration, combination or modification of the Parts. THE FOREGOING STATES THE SOLE AND EXCLUSIVE OBLIGATION OF NEUROLOGICA, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH REGARD THERETO.
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEUROLOGICA SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOSS OF PROFIT OR SALES REVENUE, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER OR NOT NEUROLOGICA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **CONFIDENTIAL INFORMATION.** Any and all of NeuroLogica's non-public information concerning the Parts and/or Services, know-how, ideas, product development plans, list of customers, business, technical, training, pricing, and/or financial information are the confidential property of NeuroLogica ("Confidential Information"). Confidential Information shall not include Information which Customer is required to disclose under the applicable law, provided Customer shall: (i) immediately notify NeuroLogica of such required disclosure so as to permit NeuroLogica to seek a protective order, and (ii) limit any such disclosure to only that Information required to be disclosed under the applicable law. Customer shall hold in confidence, not reverse engineer and not use or disclose any Confidential Information to any third parties, for any purpose whatsoever. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that NeuroLogica's remedies at law for a breach by Customer of its obligations under this Section will be inadequate and that NeuroLogica will be entitled to equitable relief, including, without limitation, provisional and permanent injunctive relief, in addition to any other remedies. Customer's obligations set forth in this Section shall survive any termination of this Agreement. Customer shall not make any public announcements, advertisements, or press releases without the prior written approval of NeuroLogica which NeuroLogica may grant or deny/withhold in its sole discretion. Customer shall not use publicly for publicity, promotion or otherwise, any logo, name, trade name, service mark, or trademark, without NeuroLogica's prior, written, express consent. NeuroLogica may withhold such consent in its sole discretion.
14. **ASSIGNMENT.** Customer shall not assign this Agreement or any rights or obligations hereunder to any third party. Any attempted assignment shall be void and of no effect.
15. **PARTS USED.** NeuroLogica reserves the right to use new, used, reconditioned, or refurbished parts in performing its obligations hereunder provided such parts are equivalent to new in performance and reliability. All parts removed from the system for replacement become the property of NeuroLogica.
16. **POST AUDIT.** Customer shall, at NeuroLogica's request, provide full and complete records of all Parts provided hereunder and/or which fully support any discrepancies that Customer may claim exist between amounts NeuroLogica claims are due from Customer and amounts Customer claims are due from Customer to NeuroLogica. Any claims of discrepancies raised by Customer shall be waived by Customer if such claim is not made within six (6) months of the date of invoice on which such claim is based.

17. **NO WAIVER.** The waiver by either party of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or different provision.
18. **FORCE MAJEURE.** Except for Customer's payment obligations hereunder, neither party shall be responsible for failure or delay of performance of obligations hereunder due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. NeuroLogica's time for delivery or performance will be automatically extended by the period of such delay or NeuroLogica may, at its option, cancel any order, in whole in part, without liability by giving notice to Customer.
19. **EXPORT OR RE-EXPORT/USE OF PARTS AND COMPLIANCE WITH LAWS.** In performing the obligations of this Agreement, Customer will comply with all applicable statutes and government rules, regulations and orders, as amended from time to time, and the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act of 2010, and any other local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement. Customer will further comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "Export Control Laws"). Customer will further comply with all laws in Customer's home country (if not the United States) which apply to Customer's business activities in connection with this Agreement. Customer agrees that it will not export or re-export the Parts provided hereunder except in strict compliance with the export laws of the United States and the rules and regulations of the U.S. Bureau of Export Administration and any other applicable restrictions, laws or regulations of any other foreign agency or authority. Customer shall indemnify and hold NeuroLogica harmless from and against any claim, suit, proceeding, or fines, arising out of or due to any Customer violation or breach of this Section 16. Any violation or breach of this Section, by Customer shall constitute a material breach of this Agreement, for which NeuroLogica may immediately terminate this Agreement.
20. **CHOICE OF LAW.** The construction, interpretation and performance of this Agreement shall be governed exclusively by the substantive laws of the Commonwealth of Massachusetts, without regard to its conflict of laws' principles. The exclusive venue for any lawsuit arising out of or relating to this Agreement shall be the state or federal courts the Commonwealth of Massachusetts. **THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.**
21. **TERM AND TERMINATION.** The term of this Agreement shall be set forth on the facing page. If this is a one-year Agreement, this Agreement shall have a term of one year commencing on the Effective Date. If this is a multi-year agreement, this Agreement shall have a term commencing on the Effective Date. Each twelve-month period following the Effective Date is referred to as an "Agreement Year." This Agreement is non-cancellable by Customer and will remain in effect for the term specified in this Agreement. However, this Agreement may be terminated by either party immediately (a) upon 30 days' written notice to the other if the other breaches one or more of its material obligations hereunder, provided such breach is not cured by the end of such 30 day period; or (b) if the other party makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the other party, or if any resolution to wind up the other party is passed. If Customer terminates for an uncured breach by NeuroLogica under subsection (a) above, Customer shall receive a pro-rated refund of the fee paid to NeuroLogica. No refund shall be issued if this Agreement is terminated for any other reason.
- 20b. **TERMINATION BY DEALER/DISTRIBUTOR (IF APPLICABLE).** If Customer is a NeuroLogica authorized dealer/distributor, in addition to the above, Customer may terminate this Agreement if the end-user that owns the System(s) listed on the face of this document terminates or cancel's its service agreement with the Customer, provided that (i) Customer provides NeuroLogica at least 10 business day's advance written notice of termination; (ii) Customer provides NeuroLogica written evidence of termination or cancellation of the end-user service agreement, which evidence must be reasonably satisfactory to NeuroLogica; and (iii) the effective date of such termination shall be the end of the then current 12-month period.
22. **END OF LIFE.** If NeuroLogica determines that its ability to provide the Parts contemplated herein is hindered due to unavailability and that the System can no longer be maintained in a safe or effective manner as determined by NeuroLogica, then NeuroLogica may terminate this Agreement upon notice to Customer and provide Customer with a prorated refund of any Customer pre-payments for period of the Agreement not already completed.

23. **Right to Subcontract.** NeuroLogica reserves the right to subcontract the Services to qualified third parties. In such event, the rights and obligations of NeuroLogica and Customer will not be diminished.
24. **INDEPENDENT CONTRACTOR.** The parties are acting hereunder as independent contractors and not as partners, agents, fiduciaries, or joint venturers. Neither party has the power or authority represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party.
25. **ENTIRE AGREEMENT.** This Agreement may not be modified in any manner, including by prior or current course of dealings or usage of trade, except by written instrument signed by duly authorized representatives of the parties.
26. **SEVERABILITY.** If any of the provisions of this Agreement are found by a court to be invalid or unenforceable, then this Agreement shall continue in effect as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.
27. **NOTICES.** All notices hereunder shall be in writing and shall be deemed to have been duly given when delivered in hand, when sent by registered or certified mail, return receipt requested, or when sent by commercial overnight courier (such as Federal Express), to the address stated herein. From time to time, either party may designate a different address by giving notice of change of address in the manner herein provided.
28. **HEADINGS.** The section headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation hereof.
29. **HIPAA, Privacy.** NeuroLogica complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Upon Customer request NeuroLogica will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, NeuroLogica may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). NeuroLogica will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.






Dane County Medical-FULL-SERVICE MAINTENANCE AGREEMENT WITH TUBE_0166 - Redlines - Comments - 01132025_FINAL

Final Audit Report

2025-03-18

Created:	2025-03-18
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