


C-20-451-08-11



FILED
AT 11:00 O'CLOCK A M
AUG 18 2020
ARTURO GUERRERO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
BY:  DEPUTY

## CIMS MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") between Clinical Image Management Systems, LLC ("CIMS") and Hidalgo County, Texas ("Customer"), a political subdivision of the State of Texas on behalf of its Medical Examiner, is made effective as of the last date indicated below on the signature page.

### 1. OVERVIEW.

1.1 *General.* This Agreement states the terms and conditions by which CIMS will sell and Customer will purchase the X-Ray Radiology Equipment with any necessary, related services provided by CIMS, including delivery, installation, training, warranty, configuration components, trolley/gurney. If Customer purchases any equipment from CIMS, the terms and conditions by which Customer purchases and CIMS sells such equipment are specifically stated in Addendum A attached hereto and fully incorporated herein by this reference. The specific services and/or products to be provided hereunder are also identified in the purchase order submitted by Customer and accepted by CIMS. The CIMS proposal and each purchase order submitted, accepted and executed by both parties, are hereby incorporated by reference to this Agreement.

### 1.2 Definitions.

(a) "Customer Location" means the location(s) specified on the Purchase Order where CIMS Supplied Equipment is to be installed during the term of this Agreement and the Service(s) is to be used.

(b) "CIMS Supplied Equipment" means the computer equipment, hardware, software and other tangible equipment and intangible computer code contained therein, together with all substitutions, replacements, repairs, updates, upgrades, parts and attachments, improvements and accessories thereto, to be provided by CIMS for use by Customer as set forth on the purchase order.

(c) "CIMS Technology" means CIMS' proprietary technology, including CIMS Services, software tools, hardware designs, algorithms, software (in source and object forms), data bases, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by CIMS or licensed to CIMS from a third party) and also including any derivatives, improvements, enhancements or extensions of CIMS Technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to Customer or that have general applicability in the art.

(d) "Initial Term" means the minimum term for which CIMS will provide the Service(s) to Customer, as indicated on the Purchase Order. Except as otherwise expressly



provided in this Agreement, CIMS is obligated to provide and Customer is obligated to pay for each Service satisfactorily delivered through its Initial Term and any Renewal Term.

(e) "Renewal Term" means any service term following the Initial Term, as specified in Section 2.2.

(f) "Guidelines" means the CIMS general rules and regulations governing Customer's use of Services which will be provided to Customer.

(g) "Service(s)" means the specific service(s) and/or product(s), including, but not limited to, any CIMS Supplied Equipment or CIMS Technology, provided by CIMS as described on the Purchase Order.

(h) "Service Commencement Date" means the date CIMS will begin providing the Service(s) to Customer, as indicated on the Purchase order.

## 2. DELIVERY OF SERVICES; TERMS; FEES.

2.1 *Delivery of Services.* By submitting an Purchase order, Customer agrees to take and pay for, and, by accepting the Purchase order, CIMS agrees to provide, the Services(s) satisfactorily delivered during the Initial Term and for any Renewal Term, as specified in Paragraph 2.2(b) below.

### 2.2 Term.

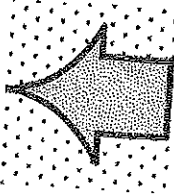
(a) *Term Commencement.* The term for this Agreement commences upon full execution, and the term for each Service will commence on the Service Commencement Date.

(b) *Renewal Term(s).* Upon expiration of the Initial Term, the contract may be extended for two (2) additional 12-month terms upon mutual agreement of CIMS and Tarrant County.

## 3. FEES AND PAYMENT TERMS.

3.1 *Fees and Expenses.* Customer will pay all undisputed fees due according to the prices and terms listed in the purchase order. The prices listed in the purchase order will remain in effect during the Term indicated in the purchase order and will continue thereafter, unless modified in accordance with Section 2.2.

**Customer:** Hidalgo County  
**Printed Name:** Richard F. Cortez  
**Signature:** *Richard F. Cortez*  
**Title:** County Judge  
**Date:** 8/17/20



**Clinical Image Management  
Systems**

**Signature:** *alan cox*  
**Printed Name:** Alan Cox  
**Title:** Chief Executive Officer  
**Date:** 8/01/2020



*Arturo Guajardo, Jr.*  
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: *8/11/20*