



Rapiscan Systems, Inc.
2805 Columbia Street
Torrance, CA 90503
+1(310) 978-1457 Phone
+1(310) 349-2491 Fax

PLATINUM SERVICE AGREEMENT

Agreement Number: SQ08-1708

Items Covered Under This Agreement:

- Necessary Repair Parts
- Labor (24-Hours a Day / 7 Days per Week / 365 Days per Year)
- Travel Time to and from Equipment Location
(24-Hours a Day / 7 Days per Week / 365 Days per Year)
- Shipping and Freight of Replacement Parts
- Airfare, Lodging, Meals and Etc.
- Preventative Maintenance (Two Times per Year)
- Annual Radiation Safety Surveys

Items Not Covered Under This Agreement:

- Neglect, Physical Damage or Abuse
- Relocation of Equipment
- Refurbishment of Equipment

2009 DEC 21 PM 4:05

REC'D
MIAMI-DADD COUNTY
DEPT. OF PROCUREMENT MGMT



PLATINUM SERVICE AGREEMENT

Agreement Number: SQ08-1708

Customer: Miami Dade County
Address: MIAMI INTERNATIONAL AIRPORT
MIAMI, FL 33159-2616

Contact: Mr. Emilo S. Perez
Phone: 305-876-7220 **Ex:**
Fax:
E-mail: ESPerez@miami-airport.com

Rapiscan Systems, Inc. ("Rapiscan"), a corporation organized and existing under the laws of the State of California, hereby agrees to maintain the equipment described on Schedule C in accordance with the terms and conditions of this Agreement:

1. Equipment.

Equipment is defined as electronic equipment and systems as identified on Schedule C, "Equipment Locations". Customer agrees not to modify equipment without prior consent from Rapiscan. Equipment, attachments, or features added by the customer are not to be maintained under this agreement. Relocation or removal of equipment must be requested in writing from the customer and must be approved by Rapiscan.

2. Installation Site.

Installation Site is defined as the equipment location. Customer shall provide and maintain a clean operating environment at installation site meeting the operating specifications of the installed equipment.

3. Equipment Inspection.

Rapiscan reserves the right to pre-inspect equipment for proper operating condition prior to maintenance agreement coverage acceptance. Equipment determined not meeting the manufacturer specifications may be refused maintenance service coverage. Any necessary repairs, modifications, and adjustments to make equipment acceptable for coverage will be at an additional charge prior to an approved agreement.

4. Maintenance Service.

Maintenance Service is defined as onsite remedial maintenance performed by Rapiscan to repair or replace equipment, on a time and materials basis, where the customer has followed the procedures established by Rapiscan to identify and report suspected problems. Maintenance Service may include the furnishing of necessary replacement parts, which may be provided on an exchange basis at Rapiscan's option. Rapiscan reserves the right to modify the design and specifications of the equipment covered under this agreement, provided the modification does not adversely affect the operational performance of the equipment. Rapiscan reserves the right to replace any item of equipment deemed by Rapiscan as not functionally capable of performing its intended use with a functionally serviceable item of equivalent performance rating and value. Maintenance Service requests resulting from service or repair by other parties shall be billable at the service rates identified on Schedule A, "Time and Material Rates". Preventive Maintenance shall be performed bi-annually or two times per year with radiation surveys performed on an annual basis.

5. Equipment Relocation.

Customer shall provide Rapiscan with a thirty-day (30-day) written notice of customer's intent to relocate equipment. Any re-installation or repair service requested for relocated equipment shall be billable at the service rates identified on Schedule A, "Time and Material Rates". In no event shall there be any interruption in maintenance charges or payment. Rapiscan shall reserve the right to refuse maintenance service on any relocated equipment.

6. Refusal of Maintenance Service.

Customer is responsible for proper use and operation of equipment. Rapiscan reserves the right to refuse maintenance service on equipment due to:

- a) Unauthorized equipment alterations or modifications.
- b) Neglect, misuse, or failure of electrical power.
- c) Damage from water, liquid spillage, electrical storms, interconnecting devices (unless approved in writing by Rapiscan) or other physical damage.
- d) Customer arrears on payments due Rapiscan or otherwise in breach of this agreement.

7. Principal Period of Maintenance ("PPM").

PPM is defined as the time period in which maintenance service shall be performed. Rapiscan maintenance service hours are Monday – Friday 8:00 AM – 5:00 PM, customer's local time, excluding Rapiscan designated holidays, as identified on Schedule B. Service requested during Rapiscan designated holidays are not covered under this agreement and shall be at an additional charge. Such charges shall be in accordance with the rates specified on Schedule A, "Time and Material Rates".

8. Service Requests.

The customer shall notify Rapiscan customer service at 1-888-258-6684 and select option one for customer service or direct at 1-310-349-2477 or by e-mail at customerservice@rapiscansystems.com when requesting maintenance service. Rapiscan agrees to respond to service requests, during the PPM, on a best effort basis normally not to exceed twenty-four (24) hours from receipt of the service request.

9. Annual Maintenance Charges.

Annual Maintenance Charges, if applicable, are listed on Schedule E and are in effect on the date of this agreement. Annual Maintenance Charges are subject to change at the end of the initial term.

10. Payment.

Payment of these annual maintenance charges, plus any additional billable service charges as defined herein, shall be made in full and in advance for each quarter of the maintenance service contract agreement unless otherwise specified.

11. Initial Term.

This agreement and any amendment hereto shall commence as indicated on Schedule E for the initial term and effective start date.

12. Excusable Delay.

Rapiscan's maintenance organization shall not be responsible for non-performance of its obligations hereunder to the extent and for such periods of time as such non-performance, defective performance or late performance is due to causes beyond its control and occurring without its fault or negligence. Excusable delays include, but are not limited to, acts of God, war (including civil war) acts of any government in either its sovereign or contractual capacity, fire, explosions, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, unusually severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors for like causes.

13. Rapiscan's Remedies.

- a) It shall be a default hereunder if the customer:
 - 1) Fails to pay any charge when due.

- 2) Fails to perform any customer obligations under this agreement and such failure shall continue for (10) days after notice from Rapiscan.
- 3) Fails subject to any proceeding under the Bankruptcy Act or other insolvency.
- b) On customer's default, Rapiscan as its sole option shall have the right to exercise concurrently or separately any or all of the following remedies:
 - 1) Declare due and payable all charges due.
 - 2) Terminate this agreement.
 - 3) Pursue any other remedy at law or in equity.

14. Disclaimer of Warranty.

THIS AGREEMENT IS FOR PROVISION OF PARTS AND SERVICES NECESSARY TO MAINTAIN THE EQUIPMENT DURING THE TERM OF THIS AGREEMENT. RAPISCAN MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO ANY PARTS OR SERVICE PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RAPISCAN SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH FURNISHING OF MAINTENANCE SERVICE TO BE PERFORMED BY RAPISCAN PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER, OR THE PERFORMANCE, USE OF, OR INABILITY TO USE THE EQUIPMENT.

15. Miscellaneous.

- a) This agreement and the attached schedules constitute the entire understanding between the customer and Rapiscan with respect to the maintenance service to be provided as described herein. The terms and conditions contained within this agreement shall override all proposals, oral or written, and all printed terms and conditions contained on any purchase order or acknowledgment form issued by the customer. This agreement may not be amended except in writing between the parties.
- b) This agreement shall be governed and construed under the laws of the State of California.
- c) Should any provision of the agreement be found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. Safety Act:

RECIPROCAL WAIVER OF CLAIMS. Whereas the product(s) and/or services covered by this Agreement may be deployed in defense against or to assist in the detection of an Act of Terrorism (as such term is defined under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002) before it occurs, the parties each agree to waive all claims against the other (including those of or against their officers, directors, employees, subsidiaries, affiliates, agents, contractors, subcontractors or other representatives) for losses, including business operation losses, resulting from or related to such Act of Terrorism. Each of the parties agrees to make a good faith effort to include a Reciprocal Waiver of Claims provision that is substantially similar to the one set forth in the immediately preceding sentence in its written agreements with third parties that are involved in the manufacture, sale, use or operation of the products.

**SCHEDULE A
TIME AND MATERIAL RATES**

PLATINUM SERVICE AGREEMENT

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Maintenance Services performed outside of Rapiscan's Principal Period of Maintenance (PPM defined as Monday – Friday / 8:00 AM – 5:00 PM) customer's local time, excluding Rapiscan designated holidays, as identified on Schedule B shall be billable as follows.

Local Travel Mileage is defined as miles driven to or from the service location within a 100-mile radius.

RATES AND SERVICES

| | <u>STANDARD RATES</u> | <u>HOLIDAY RATES</u> | |
|-----------------------|---------------------------|--------------------------|------------|
| REPAIR: | \$145.00 | \$217.50 | per / hour |
| TRAVEL: | \$81.00 | \$121.50 | per / hour |
| LOCAL TRAVEL MILEAGE: | At IRS Allowable rate | | |
| RADIATION SURVEY: | \$300.00 per / unit | | |

*Above listed rates only apply to billable calls only.

*Time and Material rates are subject to change without notice.

**SCHEDULE B
RAPISCAN OBSERVED HOLIDAYS
PLATINUM SERVICE AGREEMENT**

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NEW YEAR'S DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING DAY

CHRISTMAS DAY

**SCHEDULE C
EQUIPMENT LOCATIONS
PLATINUM SERVICE AGREEMENT**

Agreement Number: SQ08-1708

| Location | Contact | Phone | Model | Serial # | Contract Expiration | Unit Price |
|--|-------------|--------------|---------|----------|---------------------|------------|
| SECURITY & FACILITY MANAGEMENT-MAIN TERMINAL FIRST FLOOR | R.FERNANDEZ | 305-869-4600 | 520B | 7000912 | 11/30/10 | 6820.00 |
| " | " | " | 520B | 7000913 | 11/30/10 | 6820.00 |
| " | " | " | 520B | 7000914 | 11/30/10 | 6820.00 |
| " | " | " | 520B | 7000915 | 11/30/10 | 6820.00 |
| | | | AMD 750 | 7000901 | 11/30/10 | 660.00 |
| | | | AMD 750 | 7000908 | 11/30/10 | 660.00 |
| | | | AMD 750 | 7991621 | 11/30/10 | 660.00 |
| | | | AMD 750 | 7991637 | 11/30/10 | 660.00 |
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**SCHEDULE D
CUSTOMIZED SERVICES
PLATINUM SERVICE AGREEMENT**

Agreement Number: SQ08-1708

