

Agreement No. SS8423-2/27

THIS MASTER SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND MATRIX SYSTEMS, INC. (HEREINAFTER REFERRED TO AS THE "CONTRACTOR") A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OHIO, HAVING ITS PRINCIPAL OFFICE AT 1041 BYERS ROAD, MIAMISBURG, OHIO 45342.

WITNESSETH:

WHEREAS, the Contractor has offered to provide software and equipment maintenance support services, installation, integration, repair, upgrades, and replacement parts for the existing Matrix Security System (System) currently installed throughout the Miami International Airport and General Aviation (GA) airports located at Kendall-Tamiami Executive Airport, Opa-locka Airport, Homestead General Aviation Airport, and Dade-Collier Training and Transition Airport that shall conform to the Scope of Services (Appendix A); all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such software and equipment maintenance support services, installation, repair, upgrades, and replacement parts for the existing System currently installed throughout the Miami International Airport and GA airports located at Kendall-Tamiami Executive Airport, Opa-locka Airport, Homestead General Aviation Airport, and Dade-Collier Training and Transition Airport, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), Parts List (Appendix C), Software Escrow Agreement (Appendix D), and all other attachments and amendments issued hereto.
- 1.2 The words "Contract Date" to mean the date on which this Agreement is effective.
- 1.3 The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 1.4 The word "Contractor" to mean Matrix Systems, Inc.
- 1.5 The word "Days" to mean calendar days.
- 1.6 "Documentation" shall mean all manuals, user documentation, installation drawings, and other related materials pertaining to the System which are furnished to the County in connection with the Software, equipment, or associated peripherals.
- 1.7 "MDAD" shall mean the Miami-Dade Aviation Department.
- 1.8 "MIA" shall mean the Miami International Airport.
- 1.9 "General Aviation Airports" and "GA" shall mean the following locations Kendall-Tamiami Executive Airport, Opa-locka Airport, Homestead General Aviation Airport, and Dade-Collier Training and Transition Airport
- 1.10 "Software" shall mean the software licensed by Contractor hereunder that supports the System as outlined in the Scope of Services (Appendix A).

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- 1.11 "Maintenance" shall mean the product and Software support services required for the County to achieve optimal performance of the System and all supporting applications.
- 1.12 "Support Services" shall mean the services provided by the Contractor to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of repair or modification required to utilize the System at optimal performance.
- 1.13 "Projects" and "Services" shall mean enhancements, modifications or installations to the System in the areas of professional services, equipment or software programming, systems integration, software development and other specific activities related to improving the System and/or matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- 1.14 "System" shall mean the Matrix access control system inclusive of all equipment, software, and associated peripherals required to provide MDAD with the ability to secure all doors, elevators and other designated access points from unauthorized access.
- 1.15 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to make decisions in regards to this Agreement.
- 1.16 The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- 1.17 The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- 1.18 The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- 1.19 The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- 1.20 The words "Price Schedule" to mean the document appended hereto as Appendix B detailing the fees for work to be performed under this Agreement.
- 1.21 The words "Part List" to mean the document hereto as Appendix C detailing the fees for parts that may be required by MDAD.
- 1.22 The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor.
- 1.23 The word "Work Order or Work Proposal" to mean specific work required by the County, written and itemized in detail by the Contractor illustrating the means and method of delivery with complete pricing.
- 1.24 The word "Service Order Request (SOR)" to mean emergency time and material work to be performed immediately by the Contractor as authorized by the County.
- 1.25 The word "Capital Improvement Plan (Program)", or "CIP", is a short-range plan with established project start and end dates which identify construction projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. The projects provide design drawings, specifications manual, planning schedule and identifies options for financing the plan. The projects are managed by a project manager who supervises the work of the awarded General contractor and his subcontractors until project completion at MIA.

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ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B), 4) the Parts List (Appendix C), 5) the Software Escrow Agreement (Appendix D), and any associated addenda and attachments thereof.

ARTICLE 3. GRANT OF RIGHTS

- 3.1 License. The License granted by the Contractor for use by the County under this Agreement authorizing the County on a nonexclusive basis to use the Software in collaboration with the System.
- 3.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional Software licenses from the Contractor, the fees shall be according to the Price Schedule (Appendix C).
- 3.3 All Software required for the complete operation of the System as specified herein shall be delivered with an assigned systems license directly to MDAD.
- 3.4 All commercially available Software Licenses and all operating systems, etc, shall be included in any license price. All software licenses and warranties shall be registered in the name of MDAD.

ARTICLE 4. DELIVERY

- 4.1 Software. The Contractor shall deliver to the County a master copy of the Software in executable CD's licensed hereunder.
- 4.2 Documentation. The Contractor shall deliver copies of the associated Software Documentation to MDAD in hardcopy and electronic format.

ARTICLE 5. RULES OF INTERPRETATION

- 5.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- 5.2 Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- 5.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 5.4 The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 6. NATURE OF THE AGREEMENT

- A) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly

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executed by both parties hereto or their authorized representatives.

- B) The Contractor shall provide the services set forth in the Scope of Services (Appendix A), and Contractor and the County shall render full and prompt cooperation with each other in all aspects of the Services performed hereunder.
- C) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract.
- D) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- E) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on MDAD policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
- F) This agreement is not intended to be used as a vehicle to perform work under any CIP or other construction project.

ARTICLE 7. AGREEMENT TERM

- 7.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 60th month following the month in which it is executed. The County, at its sole discretion and by its written notice delivered to Contractor, reserves the right to exercise the option to renew this Contract for two (2) additional five (5) year terms, for a maximum total of fifteen (15) years.

The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days following the expiration of any 5 year term.

- 7.2 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 8. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 9. SOFTWARE MODIFICATIONS

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- 9.1 Error Corrections and Updates under software warranty or separate maintenance agreement. The Contractor will provide the County with error corrections, bug fixes, patches or other updates (collectively "Error Corrections") to the Software licensed hereunder in accordance with the Contractor's release schedule for the term of this Agreement unless such Error Corrections are creating a security or operational hardship to MDAD, in which event the Contractor must expedite the development and delivery of the error corrections so it is implemented as soon as possible.
- 9.2 Enhancements or Modifications. Enhancement means any standard modifications or additions that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Contractor may designate Enhancements as standard or major, depending on its assessment of their value and of the functionality added to the Software.
- 9.3 Modifications or Customizations. Modifications or customizations of the Software for specific MDAD requirements may be purchased under this Agreement. The Contractor shall provide MDAD with a Work Order Proposal inclusive of all associated costs detailing the work to be performed. The professional services shall be based on the hourly rates set forth in Appendix B "Price Schedule".
- 9.4 Title to Modifications. All Error Corrections or new releases shall remain the sole property of the Contractor.

ARTICLE 10. FEES AND PAYMENT

- 10.1 The compensation for all Work and Services performed under this Contract shall be based on fees outlined within Appendix B, "Price Schedule" of this Agreement. The purchase of parts and/or necessary equipment shall be based on the fees outlined within Appendix C, "Parts List" of this Agreement. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except as provided in Article 10.3 and Appendix C or for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.
- 10.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.
- 10.3 Fixed Pricing. Labor rates shall remain firm and fixed for the initial five (5) year term of the Agreement including any supplemental agreements as outlined in Appendix B, Price Schedule. For each renewal term and extension period exercised by the County, the Appendix B Labor rates shall be adjusted annually effective the first day of each renewal term and extension period, by a factor based on the cumulative percentage change since the Contract date in the Employment Cost Index (ECI); Table 9. WAGES AND SALARIES (NOT SEASONALLY ADJUSTED): Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry published by the Department of Labor as of the last day of the prior term. Specifically, the ECI Table 9 professional, scientific, and technical services occupational group shall be utilized to calculate the cost index increase or decrease. The County and the Contractor shall mutually agree to any and all changes that shall be executed as an Amendment to this Agreement.
- 10.4 Invoices. All invoices issued by the Contractor, shall be supported by receipts, bills, or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one

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percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

MDAD shall pay Service Order Request (SOR) and Proposal work invoices upon verification that all work and deliverables has been provided according to the scope of services. For installation or upgrade projects greater than \$25,000, the Contractor shall provide "a progress payment invoice" with all required backup documentation to show that the work and materials being billed have been provided and accepted by MDAD prior to payment being authorized.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County in the following manner:

A hardcopy is to be mailed to:

Miami-Dade Aviation Department
Finance Division
PO Box 526624
Miami, FL 33152-6624
Attention: Accounts Payable

And an electronic copy shall be submitted via e-mail to:

Ray Davalos, Airport Bldg Systems Manager
Email: rdavalos@miami-airport.com

The County may at any time designate a different address and/or contact person by giving written notice to the Contractor.

ARTICLE 11. PROTECTION OF SOFTWARE

11.1 Proprietary Information. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

11.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Contractor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- c) The Contractor shall retain all rights in and to all Licensed Software provided hereunder. Further, any customized modification of Licensed Software developed by Contractor to satisfy the performance criteria set forth by the County, and for which County has paid Contractor for such modifications, may

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not be resold to any other customer of Contractor without either a full refund of fees paid; or have the County be exempt from paying any future licensing fees for this functionality under future upgrades; or County's written approval.

- 11.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.
- 11.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 12. SOFTWARE LICENSE AND SOFTWARE ESCROW

- A) For any Software product where source code is not directly delivered to MDAD, the source code shall be placed in an escrow account with a third party agent. Whereas, the Contractor has selected Iron Mountain as its third party escrow agent as per the attached executed Escrow Agreement detailed in "Appendix D." The Software placed within escrow shall include all executable, library, object, and source code required to maintain and modify the delivered product. All compilers, case tools, utilities, etc. that are needed to create the executable code shall be included. The source code in the escrow account shall be the same version and revision of code that is in production use by MDAD. Any upgrades, enhancements, or modifications done to the Software by the Contractor will require an update to the existing Software on file with the third party agent.
- B) Contractor will deposit the source code for the installed, accepted, and in production System Software into Contractor's master source code escrow account with Iron Mountain, naming MDAD as a beneficiary thereto, provided the County is in good standing with this Agreement and the applicable Software License Agreement. Deposits of source code associated with any future installed release or updates that the County installs will be deposited into the same escrow account provided the County remains in good standing with license and support agreements for the applicable System with the Contractor.
- C) The deposited source code will be released to the named beneficiary in the event the Contractor fails to perform, becomes bankrupt, insolvent, or ceases to offer the required support of the applicable System or software application as defined in "Appendix D."
- D) In the event the County fails to keep the Maintenance and Support Agreement in effect, Contractor's obligations under this provision will cease, the County's rights as beneficiary under the escrow will be cancelled, and all deposited source code will be returned to Contractor.
- E) All costs and fees levied by the third party escrow agent which are associated with the maintenance of the Software escrow shall be paid to the Contractor on an annual basis as defined in "Appendix B – Price Schedule."

ARTICLE 13. SHIPPING REQUIREMENTS

Contractor's pricing for all parts listed within Appendix C are based on F.O.B. Destination, Freight Collect. The Contractor shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at:

Miami-Dade County
Aviation Department
Building 3040 Warehouse
4331 NW 22nd Street
Miami, FL 33122

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The County reserves the right to designate other locations, as required, by the County Project Manager.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- A) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses. In all such matters, the County's Project Manager shall exercise reasonable commercial discretion and judgment in his determinations and orders.
- B) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D) In the event of such dispute, the parties to this Agreement authorize the County Mayor or County Mayor's designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or County Mayor's designee within 10 days of the occurrence, event or act out of which the dispute arises.
- E) The County Mayor or County Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or County Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor or County Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or County Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or County Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- F) Notwithstanding the Preceding, the Project Manager shall not have the authority to materially alter the terms or conditions of this Agreement. All such alterations must be accomplished via written amendment or change order approved by the Board of County Commissioners, and such approval is an express condition precedent to the effectiveness of such amendment or change order.

ARTICLE 15. OPTIONAL PROFESSIONAL SERVICES

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- A) During the term of this Agreement, the County may order additional professional and support services from the Contractor. Prior to the commencement of any new project outside the Scope of Services, the County and the Contractor shall mutually agree upon the terms and conditions required. The Contractor shall complete a detailed proposal for the specific Project that shall define the services to be performed in the Statement of Work within the proposal and provide MDAD with a detailed requirement and design document illustrating the complete financial terms that govern the proposal, anticipated project staffing, project schedule, and other information relevant to the project. Each proposal executed hereunder shall automatically comply with the terms and conditions of this Agreement.
- B) MDAD may request the Contractor to submit a proposal to provide additional maintenance support with respect to the System. Upon receipt of such request from the County, the Contractor must submit a detailed proposal. The County reserves the right to negotiate the proposal submitted by the Contractor. The negotiated scope of services and prices will be incorporated into the contract via issuance of supplemental agreement by the County. The additional services may include, but are not limited to; tier one or first responder level support on all doors, readers, reader control modules (RCM) and reader distribution panels (RDP) during the Agreement. The Contractor shall not commence work until a supplemental agreement is executed by the County.

Contractor shall be required to provide three (3) quotes for sub-contractor work as part of the proposal submitted to MDAD for consideration. If Contractor cannot obtain the three sub-contractor quotes due to sub-contractor unavailability, refusal, or disinterest; Contractor shall attach to its proposal the supporting documentation (i.e. E-mail, Letter, or fax) from those sub-contractors contacted.

ARTICLE 16. MANNER OF PERFORMANCE

- A) Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the written request of the County, which request shall state the reasons therefore, the Contractor shall promptly remove from the project any Contractor employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B) Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C) Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.
- D) Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E) Contractor and County shall at all times cooperate with each other and coordinate their respective work efforts to most effectively and efficiently maintain the progress in Contractor's performance of the Services.
- F) Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

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ARTICLE 17. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. The County may, upon written request, require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued presence on County property is not in the best interest of the County. Each employee of the Contractor shall have and wear proper identification.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Project Manager in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution, except in the event of the unforeseen unavailability of Contractor's personnel in which case Contractor and the Project Manager shall agree on the expeditious replacement thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- A) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County. The Contractor cannot markup subcontractor labor more than 15%, except as otherwise negotiated and agreed with the Project Manager.
- C) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- D) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a

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satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

- E) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall, upon request by the County, furnish to the County copies of subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. PATENT AND COPYRIGHT INDEMNIFICATION

- A) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- C) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- D) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- E) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 22. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

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The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all third party license agreements must also be honored by the Contractors' employees with the approval of the lessor or licensor thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 23. PROPRIETARY RIGHTS

- A) The Contractor hereby acknowledges and agrees that, except for the Licensed Software, the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- B) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- C) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- D) Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code released to County pursuant to the terms of the Escrow Agreement as outlined in "Appendix D".

Agreement No. SS8423-2/27**ARTICLE 24. CONFIDENTIALITY**

- 24.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.
- 24.2 Acknowledgement. County hereby acknowledges and agrees that the System equipment, Software and associated components constitute and may contain proprietary products and trade secrets of the Contractor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.
- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
 - b) In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- 24.3 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- 24.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.
- 24.5 Survival. Licensee's obligations under this Article 24 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 25. WARRANTIES

- 25.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.
- 25.2 Limited Warranty. Contractor represents and warrants to the County that the Software, when properly installed by the County and used with the approved Equipment, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the first date of acceptance by the County with respect to a particular version of the Software.

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All parts shall carry warranty for replacement due to premature failure. The warranty term commences at the burn-in test and sign-off date for any replacement parts or at the final acceptance and sign-off date for repair or installation services by the Project Manager, and covers defects in material or workmanship caused by the Contractor and spans: one (1) year for replacement parts and installations; ninety (90) days for repair services. The Contractor shall be responsible for all actual damages incurred by Miami-Dade County arising out of any breach of this warranty by the Contractor, as allowed by law and subject to the limitation stated in section 25.4.

- 25.3 Limitations. Notwithstanding the warranty provisions set forth in Section 25.2, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation.
- 25.4 County's Sole Remedy. The Contractor's entire liability and the County's exclusive remedy shall be: repair or replacement of the Software after the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of any unexpired warranty period.
- 25.5 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE CONTRACTOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION.

ARTICLE 26. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Internal Services Department, Purchasing Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

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All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida, Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without ten (10) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligation under this section or under any other section of this agreement.

ARTICLE 27. DEFAULT AND TERMINATION

27.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

27.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will reimburse the County a proration of the fees paid annually based on the remaining

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months of the term as per the compensation listed in Appendix B- Price Schedule.

d) All compensation pursuant to this Article are subject to audit.

27.3 Termination by Contractor. Contractor shall have the right to terminate this agreement following its provision of written notice to the County at least 24 months prior to the effective date of such termination in the event the System is, or will be prior to such effective date, an "Obsolete Version". An Obsolete Version is a version of the System (inclusive of all software and electronic components) which is no longer being supported by Contractor for any of its other customers.

Prior to the effective date of termination stated in Contractor's notice to the County, County may implement such updates to the System (updates to System software and/or replacement of obsolete electronic components) as to cause the System to conform in all material respects with Contractor's specifications which constitute a System then in general support to its other customers. Thereafter, this Agreement shall continue in full force and effect for so long as the System is not an Obsolete Version. The County reserves the right to either continue with this System, or acquire a new System through an alternative procurement to ensure continuity in the County's best interest.

27.4 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 24 (Confidentiality) or makes an assignment in violation of Article 31 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

27.5 Effective Date of Termination. Termination due to a material breach of Articles 3 (Grant of Rights), 11 (Protection of Software), or 24 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

27.6 The County shall not forfeit the current rights and licenses obtained when it originally purchased the equipment or when it performed the last upgrade prior to the termination of this agreement. The County will continue the use of the equipment, software, and licenses until such time when the equipment can be replaced.

ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of either Party (the Party alleging the default is hereby the "Claimant"), the Claimant may so notify the other Party (the "Defaulter") in writing ("Default Notice"), specifying the basis for such default, and advising the Defaulter that such default must be cured. The Defaulter shall be entitled to thirty days to cure such default, unless such default creates an immediate threat to health, safety, or the environment, in which case the Claimant may provide for a shorter cure period. The Claimant may grant an additional period of such duration as the Claimant shall deem appropriate without waiver of any of the Claimant's rights hereunder, so long as the Defaulter has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Claimant prescribes. The default notice shall specify the date the Defaulter shall discontinue the Services, if failure to cure will result in termination of the contract.

ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT

In the event of an Event of Default, and if such default is not cured within thirty days of Defaulter's receipt of notice of such default, the Claimant may take all actions or remedies authorized at law or equity resulting from such breach, including but not limited to: terminating this contract, institution of a claim for money damages or injunctive relief, seeking debarment of the Contractor, and/or exercising its rights under the escrow agreement. All actions or remedies shall be cumulative.

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ARTICLE 30. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade Aviation Department
5200 NW 21st Street
Miami, FL 33122

Phone: (305) 876-7868
Fax: (305) 876-0601
Email: rdavalos@miami-airport.com

Attention: Ray Davalos, Airport Building System Manager

(2) and to the Agreement Manager:

Miami-Dade County
Internal Services Department
Procurement Management Services
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Phone: (305) 375-4029
Fax: (305) 375-5688
E-Mail: madames@miamidade.gov

Attention: Melissa Adames, Procurement Contracting Manager

(3) To the Contractor

Matrix Systems, Inc.
1041 Byers Road
Miamisburg, Ohio 45342

Phone: (937) 247-2847
Fax: (937) 438-0900
E-mail: Dave.Schellin@matrixsys.com

Attention: Dave Schellin, Chief Operating Officer

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 31. NONASSIGNABILITY

Contractor shall not assign this Agreement or its rights hereunder without the prior written consent of the County. Upon notification to the County, the Contractor shall provide written notice of the pending assignment and the transfer of rights and responsibilities under this Agreement. County consent shall be provided in a Contract Amendment signed by all parties.

ARTICLE 32. GOVERNING LAW

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This Agreement, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit

(Section 2-8.1 of the County Code)

2. Miami-Dade County Employment Disclosure Affidavit

(Section 2-8-1(d)(2) of the County Code)

3. Miami-Dade County Employment Drug-free Workplace Certification

(Section 2-8.1.2(b) of the County Code)

4. Miami-Dade Disability and Nondiscrimination Affidavit

(Section 2-8.1.5 of the County Code)

5. Miami-Dade County Debarment Disclosure Affidavit

(Section 10.38 of the County Code)

6. Miami-Dade County Vendor Obligation to County Affidavit

(Section 2-8.1 of the County Code)

7. Miami-Dade County Code of Business Ethics Affidavit

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. Miami-Dade County Family Leave Affidavit

(Article V of Chapter 11 of the County Code)

9. Miami-Dade County Living Wage Affidavit

(Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit

(Article 8, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices
(Ordinance 97-35)

12. Subcontractor /Supplier Listing

(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging

(Resolution R-738-92)

14. W-9 and 8109 Forms

(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General

(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

Agreement No. SS8423-2/27**b) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 34. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 35. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 36. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that County requests for Contractor proposals for Services covered by this Agreement may be based on assumptions, parameters, projections, estimates and explanations, and that County is under no obligation to purchase Services covered by any proposal presented by Contractor.

ARTICLE 37. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- A) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

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- C) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- D) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- E) Miami-Dade County Code Section 10-38 "Debarment".
- F) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- G) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 38. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 39. CONFLICT OF INTEREST

The Contractor represents that:

- A) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of

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government), or a member of the immediate family or household of any of the aforesaid:

- i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- C) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- D) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 40. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- A) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- C) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 41. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 42. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except



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as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 43. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.



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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

CONTRACTOR

MIAMI-DADE COUNTY

By: [Signature]

By: [Signature]

Name: DAVID SHELLEN

Name: Carlos A. Gimenez

Title: CHIEF OPERATING OFFICER

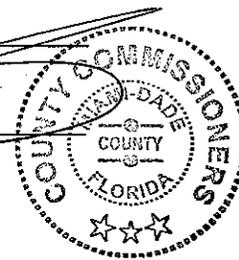
Title: Mayor

Date: 10/2/12

Date: 3/4/13

Attest: [Signature]
Corporate Secretary

Attest: [Signature]
Clerk of the Board



Corporate Seal

Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney



APPENDIX A SCOPE OF SERVICES

Agreement No. SS8423-2/27

APPENDIX A - SCOPE OF SERVICES

Matrix Systems, Inc., herein referred to as the Contractor, shall provide equipment repair, installation, configuration, software maintenance support services, special programming, upgrades, and professional services on as-needed basis as authorized by the County.

A. HARDWARE AND SOFTWARE MAINTENANCE SUPPORT SERVICES

- i. Contractor shall have a service technician available to respond to County issues and shall provide the required hardware services Monday through Friday between the hours of 8:00 am and 5:00pm Eastern Standard Time.
- ii. Software maintenance support services shall be available at all times to the County (24 hours /seven days a week/ 365 days a year) via telephone/e-mail. The County shall contact the Contractor at the designated number and e-mail as defined below:
 - a. Telephone: 1-800-562-3343 – 24 hour help desk/seven days a week/ 365 days a year.
 - b. E-mail: techsupport@matrixsys.com
- iii. The following are the holidays observed by the Contractor. The County will pay the Contractor Holiday Premium rates on a time and material basis, as defined in Appendix B "Price Schedule", for the below holidays:
 - a. Labor Day
 - b. Memorial Day
 - c. Fourth of July
 - d. Thanksgiving Day
 - e. Day after Thanksgiving
 - f. Christmas Eve
 - g. Christmas Day
 - h. New Year's Eve
 - i. New Year's Day
- iv. Contractor shall respond within 2 hours from the initial contact from the County; in some cases of service, dial in support may be deemed as acceptable response (not exceeding 2 hours) and may not be subject to on-site presence. The Contractor or its approved subcontractors shall be present on site for repairs within 2 hours of initial request from the County, if the problem is not resolved via telephone/web support. Contractor shall commit employee's full-time resolution of all critical issues and prioritize all required work until the issue is resolved.
- v. The County will provide the Contractor's employee(s) with office space to carry out the duties under this Agreement, at no cost to Contractor, to assist with the support of the System.
- vi. Hurricanes - Upon initiation of Miami International Airport's (MIA) Hurricane Command Center Group and subsequent notification being received by Contractor from the County, the Contractor will arrange for one representative to be on-site at MIA given that weather conditions allow safe travel to the site.
 - a. Under no condition shall the Contractor representative be asked to provide service where life-threatening conditions exist. The County shall pay the premium emergency support fees as defined within Appendix B, "Price Schedule" on a Time and Material

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(T&M) basis for the duration of the service provided as a result of hurricane conditions.

- vii. **Emergency Services:** Upon receipt of request from the County, the Contractor shall be notified by the Project Manager to provide specific "emergency" services, which shall include but are not limited to repair and/or replacement of critical system components such as servers, building controllers, wired and wireless communication loops and System software. The Contractor shall submit work proposals for such emergency services, lump sum, or time and materials pricing, to include itemized prices, tasks, completion timeframe, and priority levels. In some instances, the Contractor may provide emergency services upon receipt of a "Notice to Proceed" issued by the Project Manager and the work will be performed as a Service Order Request (SOR). The written form of the Notice to Proceed shall be provided to Contractor on the next calendar work day. The County reserves the right to negotiate the work proposal with the Contractor. Any deviation to the agreed upon scope or schedule shall be communicated to the Project Manager, in writing, immediately upon notice.
- viii. Emergency services shall be completed within 24 hours of initial notification from the Project Manager subject to the following:
- A. Availability of adequate electrical power and data network
 - B. Availability of a current backup of the System database
 - C. In the case of System servers, availability of replacement equipment and support from the equipment manufacturer
 - D. Contractor shall maintain service level agreements with the OEM of the system servers in order to meet the contract response times. All costs of such OEM service level agreements shall be borne by the County.



APPENDIX B PRICE SCHEDULE



Agreement No. SS8423-2/27

APPENDIX B - PRICE SCHEDULE

A. HOURLY RATES FOR PROFESSIONAL SERVICES:

DESCRIPTION	LOCAL EMPLOYEE OVERTIME RATE	LOCAL EMPLOYEE OVERTIME RATE	LOCAL EMPLOYEE PREMIUM RATE	NON-LOCAL EMPLOYEE HOURLY RATE	NON-LOCAL EMPLOYEE OVERTIME RATE	NON-LOCAL EMPLOYEE PREMIUM RATE
Service Technician	\$106.00	\$159.00	\$212.00	\$106.00	\$159.00	\$212.00
Installer Technician	\$85.00	\$127.50	\$170.00	\$85.00	\$127.50	\$170.00
Programmer - Software Development	\$120.00	\$180.00	\$240.00	\$120.00	\$180.00	\$240.00
Engineering Design	\$128.00	\$192.00	\$256.00	\$128.00	\$192.00	\$256.00
Documentation	\$64.00	\$96.00	\$128.00	\$64.00	\$96.00	\$128.00
Project Management	\$94.00	\$141.00	\$188.00	\$94.00	\$141.00	\$188.00
Application Engineer	\$120.00	\$180.00	\$240.00	\$120.00	\$180.00	\$240.00
Trainer	\$64.00	\$96.00	\$128.00	\$64.00	\$96.00	\$128.00
Subcontractor Labor	15% Markup over subcontractor's cost					

* Notes:

- i. All hourly fees provided in the above table will be paid on a time and material basis.
- ii. Local Employee is any employee within the South Florida region which is defined as Miami-Dade County, Broward County, and West Palm Beach County.
- iii. Non-Local Employee is any employee who is not in the South Florida region.
- iv. Any additional classification that will be used by the County under this Contract shall be billed at a minimum discount of 15% of the Contractor's published labor rates for such classification.
- v. Premium rates are only applicable to the holidays defined within Appendix A subparagraph (iii).



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B. SOFTWARE ESCROW FEE SCHEDULE

Description	Annual Software Escrow Fee
Year 1 - Software Escrow Fees	\$2,250
Year 2 - Software Escrow Fees	\$2,250
Year 3 - Software Escrow Fees	\$2,250
Year 4 - Software Escrow Fees	\$2,250
Year 5 - Software Escrow Fees	\$2,250
Total:	\$11,250



APPENDIX C PARTS LIST

Agreement No. SS8423-2/27

APPENDIX C - PARTS LIST

As used in this Appendix C, "System Parts" shall mean System software and hardware components which perform essential functions in the operation of the System and which operate in conjunction with the Software, including card readers, System controllers and panel assemblies, electronic locks and keys, computers and application Software.

System Parts do not include third party peripheral items such as printers, cameras or door hardware (other than electronic locks and keys which perform controlled access functions and which are deemed to be System Parts).

A. OPTIONAL PARTS

- i. The County will order parts on as-needed basis from the Contractor. Upon receipt of the request from the County's Project Manager or designee, the Contractor shall deliver parts to the County as soon as possible and using regular ground shipment. Any request for overnight or other premium delivery service shall incur an additional charge to the extent of the excess cost (without markup) of such premium service above regular ground service. Shipping charges shall be included in the proposals.
- ii. The Contractor shall stock critical parts in the office space provided by the County at MDAD for use by Matrix personnel and parts inventory. The Contractor will provide a "critical parts list" that should be on hand for quick emergency repairs. It is the Contractor's responsibility to determine the required repair times.
- iii. In the event that System Parts can no longer be supplied by Contractor for reasons outside the control of Contractor (a "Discontinued Part"), Contractor shall provide a substitute System Part that replicates the functionality of the Discontinued Part as closely as possible.
- iv. Replacement parts for returned goods shall be provided to the County by the Contractor within 10 days or overnight for emergency requirements (including, but not limited to 'building controllers'). Overnight deliveries shall incur an additional charge as set forth above. Parts swaps may be negotiated at mutually acceptable terms between the County and Contractor.
- v. Contractor shall provide a minimum thirteen percent (13%) discount from Contractor's regular list price for System Parts purchased pursuant to this Agreement. Contractor shall provide County with notice of any change in its list price for a System Part at least 60 days prior to such change becoming effective.
- vi. Return Policy: Standard items will not incur re-stocking charges. Parts requested in error by the County or obsolete stock due to airport upgrades that are returned to the Contractor will incur a restocking charge as follows:
 - a. 10% of the price paid by County on System Parts, and
 - b. The amount levied by Contractor's vendor for non-System Parts dependent upon Contractor's vendor standard policy.
- vii. The Contractor shall provide a buyback of no less than 25% for System Parts no longer used at MIA, but still being offered by Contractor to other customers.
- viii. The Contractor shall not charge more than 15% markup for parts not deemed as System Parts.
- ix. Changes to the prices on the parts list shall only be submitted by the contractor on contract anniversary date, when new parts are added to the list or when obsolete parts are deleted from the list.

B. PARTS LIST & APPLICABLE PRICING

MDAD Price List
Matrix System Parts

QTY	PART NO.	DESCRIPTION	MATRIX LIST PRICE	MDAD PRICE
COMPUTERS				
1	60-14476-003	Dell Computer, Server, Power Edge (Pricing is subject to the specific configuration determined at the time of order)	TBD	TBD
1	01-14093-09	01-14093-09 Dell Optiplex 790 Minitower Workstation	\$1,027	\$ 893
BUILDING CONTROLLERS				
1	UBC-2	UBC-2 Universal BC with Network Loop & 2 Serial Ports/Wired Loops (includes software) Note: Universal BC's are not shipped with 449's. Select a -2 UBC (0 to 2 serial ports) or a -10 UBC (3-10 serial ports) and then add the number of 01-00449-01's necessary depending on the number of loops required.	\$1,367	\$ 1,189
1	UBC-10	UBC-10 Universal BC with Network Loop & 10 Serial Ports/Wired Loops (includes software) Note: Universal BC's are not shipped with 449's. Select a -2 UBC (0 to 2 serial ports) or a -10 UBC (3-10 serial ports) and then add the number of 01-00449-01's necessary depending on the number of loops required.	\$1,822	\$ 1,585
1	UBCHW-2	UBCHW-2 Universal BC with Network Loop & 2 Serial Ports/Wired Loops Note: Universal BC's are not shipped with 449's. Select a -2 UBC (0 to 2 serial ports) or a -10 UBC (3-10 serial ports) and then add the number of 01-00449-01's necessary depending on the number of loops required.	\$867	\$ 754
1	UBCHW-10	UBCHW-10 Universal BC with Network Loop & 10 Serial Ports/Wired Loops Note: Universal BC's are not shipped with 449's. Select a -2 UBC (0 to 2 serial ports) or a -10 UBC (3-10 serial ports) and then add the number of 01-00449-01's necessary depending on the number of loops required.	\$1,322	\$ 1,150
1	01-13885A	01-13885A BC-I 16 DOOR BUILDING CONTROLLER Hardware Includes: 1 Controller, 1 Ethernet Card, 1 MS-449 Converter, 7 ft. Cat 5 Network Cable, 1 MS-449 Serial Cable, 2 Device Communication Loops or Interface Ports, 1 Year RTF Warranty Included Software Includes: P/N 61-14390 Frontier BC 16 Software License	\$2,000	\$ 1,740
1	01-13886A	01-13886A BC-II 32 DOOR BUILDING CONTROLLER Hardware Includes: 1 Controller, 1 Ethernet Card, 1 MS-449 Converter, 7 ft. Cat 5 Network Cable, 1 MS-449 Serial Cable, 2 Device Communication Loops or Interface Ports, 1 Year RTF Warranty Included Software Includes: P/N 61-14391 Frontier BC 32 Software License	\$3,000	\$ 2,610
1	01-13887A	01-13887A BC-III 64 DOOR BUILDING CONTROLLER Hardware Includes: 1 Controller, 1 Ethernet Card, 2 MS-449 Converters, 7 ft. Cat 5 Network Cable, 8 Device Communication Loops or Interface Ports 2 Year RTF Warranty Included Software Includes: P/N 61-14392 Frontier BC 64 Software License	\$4,000	\$ 3,480
1	01-13888	01-13888 BC-IV 128 DOOR BUILDING CONTROLLER 1 Controller, 1 Ethernet Card, 2 MS-449 Converters, 7 ft. Cat 5 Network Cable, 8 Device Communication Loops or Interface Ports 2 Year RTF Warranty Included Software Includes: P/N 61-14393 Frontier BC 128 Software License	\$5,000	\$ 4,350
1	01-13885A-WS	01-13885A-WS BC-I 16 DOOR BUILDING CONTROLLER This is replacement computer hardware only, does not include software license, 449 converter or cable. 1 Year RTF Warranty Included	\$1,120	\$ 974

MDAD Price List
Matrix System Parts

QTY	PART NO.	DESCRIPTION	MATRIX LIST PRICE	MDAD PRICE
1	01-13886A-WS	01-13886A-WS BC-II 32 DOOR BUILDING CONTROLLER This is replacement computer hardware only, does not include software license, 449 converter or cable. 1 Year RTF Warranty Included	\$1,120	\$ 974
1	01-13887A-WS	01-13887A-WS BC-III 64 DOOR BUILDING CONTROLLER This is replacement computer hardware only, does not include software license, 449 converter or cable. 2 Year RTF Warranty Included	\$1,500	\$ 1,305
1	01-13888-WS	01-13888-WS BC-IV 128 DOOR BUILDING CONTROLLER This is replacement computer hardware only, does not include software license, 449 converter or cable. 2 Year RTF Warranty Included	\$1,590	\$ 1,383

SOFTWARE

1	UBCSW	UBCSW BC Software License	\$500	\$ 435
1	FCAMERA-4L	FCAMERA-4L Frontier Camera License 4 Pack - for 1-64 Cameras	\$500	\$ 435
1	FCAMERA-4L	FCAMERA-4L Frontier Camera License 4 Pack - for 65-256 Cameras	\$156	\$ 136
1	FCAMERA-4L	FCAMERA-4L Frontier Camera License 4 Pack - for 257-1,024 Cameras	\$64	\$ 56
1	FCAMERA-4L	FCAMERA-4L Frontier Camera License 4 Pack - for 1,025-16,000 Cameras (Not Eligible for Discount)	\$24	\$ 21
1	FBADGE-1kL	FBADGE-1kL - Frontier/Standard Badge License Pack (1,000 badges/pk) - for 1-5000 Badges	\$50	\$ 44
1	FBADGE-1kL	FBADGE-1kL - Frontier/Standard Badge License Pack (1,000 badges/pk) - for 5001-25000 Badges	\$30	\$ 26
1	FBADGE-1kL	FBADGE-1kL - Frontier/Standard Badge License Pack (1,000 badges/pk) - for 25001-100000 Badges	\$20	\$ 17
1	FBADGE-1kL	FBADGE-1kL - Frontier/Standard Badge License Pack (1,000 badges/pk) - for 100001-250000 Badges	\$10	\$ 9
1	FBADGE-1kL	FBADGE-1kL - Frontier/Standard Badge License Pack (1,000 badges/pk) - for 250001-1000000 Badges	\$5	\$ 4
1	FWS-1L	FWS-1L Workstation License - for 2-4 Workstation Clients (Price is per license)	\$1,500	\$ 1,305
1	FWS-1L	FWS-1L Workstation License - for 5-9 Workstation Clients (Price is per license)	\$1,300	\$ 1,131
1	FWS-1L	FWS-1L Workstation License - for 10-24 Workstation Clients (Price is per license)	\$1,000	\$ 870
1	FWS-1L	FWS-1L Workstation License - for 25-49 Workstation Clients (Price is per license)	\$900	\$ 783
1	FWS-1L	FWS-1L Workstation License - for 50-127 Workstation Clients (Price is per license)	\$880	\$ 766
1	FWS-1L	FWS-1L Workstation License - for 128+ Workstation Clients (Price is per license) (Not Eligible for Discount)	\$500	\$ 435
1	FPORTAL-4L	FPORTAL-4L -Frontier Portal License 4 Pack - for 1-64 Portals	\$200	\$ 174
1	FPORTAL-4L	FPORTAL-4L -Frontier Portal License 4 Pack - for 65-256 Portals	\$140	\$ 122
1	FPORTAL-4L	FPORTAL-4L -Frontier Portal License 4 Pack - for 257-16000 Portals (Not Eligible for Discount)	\$100	\$ 87
1	61-14423	61-14423 - Badge Designer additional License ONLY for use when a site requires more than 1 Workstation to have Badge Design capabilities.	\$1,200	\$ 1,044
1	61-13982-M	61-13982-M (Main) Frontier Standard w/1 Workstation Client	\$10,500	\$ 9,135
1	61-13982-E	61-13982-E Frontier Standard License for an Extra Server w/1 Workstation Client Limit 2 per each purchase of 61-13982-M. Provided for use as backup or test server. Not for use as primary production server.	N/C	N/C
1	61-13982-01	61-13982-01 - Frontier Full Domains (w/o Training)	\$10,000	\$ 8,700
1	61-13982-01-1	61-13982-01-1 Frontier Badge Domains (w/o Training)	\$4,000	\$ 3,480
1	61-13982-01-2	61-13982-01-2 Frontier Device/Access Domains (w/o Training)	\$6,000	\$ 5,220
1	61-13982-02	61-13982-02 - Frontier Elevator Control	\$1,000	\$ 870
1	61-13982-03	61-13982-03 - Frontier Reader Messaging	\$5,000	\$ 4,350
1	61-13982-05	61-13982-05 - Frontier Alarm Notification (email) (Starting Version 5.7.2) This is "per server node".	\$5,000	\$ 4,350

MDAD Price List
Matrix System Parts

QTY	PART NO.	DESCRIPTION	MATRIX LIST PRICE	MDAD PRICE
1	61-13982-06	61-13982-06 – Frontier Multiple Holiday Calendars This is "per server node".	\$1,000	\$ 870
1	61-13982-08	61-13982-08 – Frontier CCTV Non-Serial Interface – CellStack	\$5,000	\$ 4,350
1	61-13982-18	61-13982-18 – Frontier to Frontier SQL Interface	\$5,000	\$ 4,350
1	61-13982-19	61-13982-19 - Frontier Event Archive Interface This is on a "per server node" basis.	\$3,500	\$ 3,045
1	61-13982-21	61-13982-21 Frontier Key Control	\$1,000	\$ 870
1	61-13982-23	61-13982-23 Frontier 2-Person & 2-Badge	\$2,000	\$ 1,740
1	61-13982-25	61-13982-25 Frontier Field by Field Permissions (w/o Training)	\$2,000	\$ 1,740
1	61-13982-26	61-13982-26 Frontier All Field Edit Extended Events This is on a "per server node" basis.	\$3,000	\$ 2,610
1	61-13982-27	61-13982-27 – Millennium Interface	\$5,000	\$ 4,350
1	61-13982-28	61-13982-28 – MIA to Opa-Locka Airport Interface	\$3,500	\$ 3,045
1	61-13982-29	61-13982-29 – MIA to Tamiami Airport Interface	\$3,500	\$ 3,045
1	61-13983	61-13983 R.10 - Frontier Workstation Software License	\$1,500	\$ 1,305
1	61-14412	61-14412 - Frontier Mass Edits (w/o Training) This option (w/o Training) is not recommended This is on a "per server node" basis.	\$1,500	\$ 1,305
1	61-14415	61-14415 - Frontier Templates (w/o Training) This option (w/o Training) is not recommended This is on a "per server node" basis.	\$1,500	\$ 1,305
1	61-14384-01	61-14384-01 Encryption between BC and Server This is on a "per server node" basis.	\$2,000	\$ 1,740
1	61-14453	61-14453 – Guard Tour This is on a "per server node" basis.	\$5,000	\$ 4,350
1	61-14454	61-14454 – MSG2/DES-3 Encryption between BC and MSGs This is on a "per server node" basis.	\$2,000	\$ 1,740
1	61-14500	61-14500 CAD Graphics Import License (5.8 and later)	\$133	\$ 116
1	61-14500-01	61-14500-01 CAD Graphics Import License - For Upgrades (5.8 and later)	\$133	\$ 116
1	90-08140	90-08140 Generation of New E-Prom	\$200	\$ 174
FRONTIER LICENSE ONLY FOR CYBERLOCK PADLOCKS				
To be used when the customer already has the lock & now wants to interface them				
1	CL-M-FL	CL-M-FL Frontier License Only for Matrix Purchased Lock	\$2.00	\$ 1.74
1	CL-3RD-FL	CL-3RD-FL Frontier License for 3rd Party Purchased Lock	\$10.00	\$ 8.70
1	PL-M-FL	PL-M-FL Frontier License for Matrix Purchased Pad Lock	\$2.00	\$ 1.74
1	PL-3RD-FL	PL-3RD-FL Frontier License for 3rd Party Purchased Pad Lock	\$10.00	\$ 8.70
FRONTIER LICENSE ONLY FOR CYBER KEYS				
To be used when the customer already has the KEY & now wants to interface them				
1	CK-M-FL	CK-M-FL Frontier License for each Matrix Purchased Key	\$2.00	\$ 1.74
1	CK-3RD-FL	CK-3RD-FL Frontier License for each 3rd Party Purchased Key	\$10.00	\$ 8.70
IMAGWORKS LICENSE				
1	61-14419	61-14419 - Full Imageworks License ONLY (No Badge Designer) for use with Frontier Imageworks Workstations versions 5.7.2 and above. Includes: Image Capture and Badge/Pass Printing.	\$1,300	\$ 1,131
1	61-14420	61-14420 - Full Imageworks License with a "Free" Badge Designer for use with Frontier Imageworks Workstations versions 5.7.2 and above.	\$1,300	\$ 1,131
1	61-14423	61-14423 - Badge Designer additional License ONLY for use when a site requires more than 1 Workstation to have Badge Design capabilities. Can be loaded on a Frontier Workstation with imaging license loaded. Includes: Badge Design capabilities ONLY	\$1,200	\$ 1,044

MDAD Price List
Matrix System Parts

QTY	PART NO.	DESCRIPTION	MATRIX LIST PRICE	MDAD PRICE
CARD READERS				
1	01-12015C	01-12015C MX2 Intelligent Magnetic Stripe Badge Reader (Track II) Includes: LCD/Keypad/Overlay	\$350	\$ 305
SYSTEM CONTROLLERS AND PANELS				
1	01-13041A	01-13041A Reader Control Module Includes: 20,000 Badge Database / 8,192 Transactions / 70 TOD Schedule	\$765	\$ 666
1	01-61688	01-61688 16 Point Alarm Panel with 8 Outputs, 8 MS Series Rdrs or 8 RCMs, and 10 Amp Power Supply	\$1,914	\$ 1,665
1	01-64888	01-64888 48 Point Alarm Panel with 8 Outputs, 8 MS Series Rdrs or 8 RCMs, and 10 Amp Power Supply	\$3,195	\$ 2,780
1	01-63402-8	01-63402-8 Elevator Floor Control, Floors 1 Thru 8 w/RCM Board	\$1,521	\$ 1,323
1	02-12011A	02-12011A Upgrade Kit; MS-6000-8 Upgrade to MS-6168-8	\$765	\$ 666
PANEL COMPONENTS				
1	01-00449-01	01-00449-01 MS-449 RS232/422 Interface Converter	\$200	\$ 174
1	05-00125C	05-00125C 16 Point Digital Input, 8 Point Digital Output Circuit Board	\$750	\$ 653
1	05-00130-1	05-00130-1 25 Terminal Trunk Bus Board	\$49	\$ 43
1	05-00171C	05-00171C 16 Point Digital Input Terminal Board	\$104	\$ 90
1	05-00172C	05-00172C Relay Interface Board, Single Relay, 2 Pole, 5 Amp	\$46	\$ 40
1	05-00429-02A	05-00429-02A RS232/422 Interface Converter - RDP Version	\$85	\$ 74
1	05-11805	05-11805 Power Distribution Board	\$95	\$ 83
1	05-12088	05-12088 Alarm Fuse Board	\$112	\$ 97
1	05-13570	05-13570 Mini Reader Distribution Board	\$80	\$ 70
1	05-14060	05-14060 Dual 12VDC Battery Charger	\$70	\$ 61
1	05-14320	05-14320 Elevator Card, 8 Floors	\$500	\$ 435
1	05-14328	05-14328 Quad Relay Output Board, Four Relays, One Pole Each, 5 Amp	\$147	\$ 128
ALARM DEVICES				
1	DS-150	DS-150/151 PIR Exit Sensor	\$69	\$ 60
POWER SUPPLIES				
1	48-10638	48-10638 NP7-12 12VDC/7 Amp Hours, Battery For Moose Power Supply	\$17	\$ 15
1	01-00911	01-00911 Moose 12 volt DC Power Supply with 2.0 Amps and 7 AH Battery	\$125	\$ 109
CABLING				
1	53-12008	53-12008 MS-277 Teflon Power and Data Cable, 2 Pair, #22 AWG, and 4 Conductor #18 AWG, Overall Shielded, Plenum (Purchased in 500' sections in an EASY BOX)	\$0.70	\$0.61
1	53-12009	53-12009 MS-276 PVC Power and Data Cable, 2 Pair, #22 AWG, and 4 Conductor #18 AWG Overall Shielded, Non Plenum, 1000 ft.	\$0.55	\$0.48
1	53-12010	53-12010 MS-277 Teflon Power and Data Cable, 2 Pair, #22 AWG, and 4 Conductor #18 AWG, Overall Shielded, Plenum (Purchased in 1000' Rolls)	\$0.58	\$0.50

MDAD Price List
Matrix System Parts

QTY	PART NO.	DESCRIPTION	MATRIX LIST PRICE	MDAD PRICE
ELECTRONIC LOCKS AND KEYS				
INTERFACED CYBERLOCKS				
We use these part numbers when they are purchasing lock/key & also want to interface them to Frontier at the same time.				
1	CL-6P1-FL	CL-6P1-FL Cylinder, 6-pin, Schlage® format w/Frontier License	\$119	\$ 104
1	CL-6P3WR-FL	CL-6P3WR-FL Cylinder, 6-pin, Schlage® format, weather-resistant, designed for padlocks w/Frontier License	\$131	\$ 114
1	CL-6P2-FL	CL-6P2-FL Cylinder, 6-pin, Yale® 1801 hardware format w/Frontier License	\$119	\$ 104
1	CL-7P1-FL	CL-7P1-FL Cylinder, 7-pin, Yale® 1802A hardware format w/Frontier License (300 pc minimum plus setup fee)	\$119	\$ 104
1	CL-CIN-FL	CL-CIN-FL Cylinder, Cam, .75" x 1.125", .375" nut, straight latch w/Frontier License	\$119	\$ 104
1	CL-C6N-FL	CL-C6N-FL Cylinder, Cam, .75 x 1", .25" nut, multiple latches w/Frontier License	\$119	\$ 104
1	CL-ES2-FL	CL-ES2-FL Cylinder, Electronic switch with relay, 2.5" diameter plate w/Frontier License	\$148	\$ 129
1	CL-M2-FL	CL-M2-FL Cylinder, Mortise, 1.125" (finish choices bright chrome, brushed chrome, bright brass, dark bronze) w/Frontier License	\$142	\$ 124
1	CL-M4-FL	CL-M4-FL Cylinder, Mortise, 1.25" (finish choices bright chrome, brushed chrome, bright brass, dark bronze) w/Frontier License	\$142	\$ 124
1	CL-R1-FL	CL-R1-FL Cylinder, Rim, U.S, standard (finish choices bright chrome, brushed chrome, bright brass, dark bronze) w/Frontier License	\$142	\$ 124
1	CL-LF01-FL	CL-LF01 Cylinder, Large format interchangeable core, Schlage format w/Frontier License	\$150	\$ 131
1	CL-SF03-FL	CL-SF03 Cylinder, Small format interchangeable core w/Frontier License	\$162	\$ 141
1	CL-S02-FL	CL-S02 Cylinder, Switch lock, .75" cam-style, on/off w/Frontier License	\$140	\$ 122
1	CL-SM2-FL	CL-SM2 Cylinder, Switch lock, .75" cam-style, momentary w/Frontier License	\$140	\$ 122
1	PL-01-FL	PL-01 Padlock, brass, CL-6P3WR installed, 1" stainless steel shackle w/Frontier License	\$150	\$ 131
1	PL-01KR-FL	PL-01KR Padlock, brass, CL-6P3WR installed, 1" stainless steel shackle, key retaining w/Frontier License	\$154	\$ 134
1	PL-02-FL	PL-02 Padlock, brass, CL-6P3WR installed, 2" stainless steel shackle w/Frontier License	\$151	\$ 131
1	PL-02KR-FL	PL-02KR Padlock, brass, CL-6P3WR installed, 2" stainless steel shackle, key retaining w/Frontier License	\$156	\$ 136
1	PL-03-FL	PL-03 Padlock, brass, CL-6P3WR installed, 3" stainless steel shackle w/Frontier License	\$154	\$ 134
1	PL-03KR-FL	PL-03KR Padlock, brass, CL-6P3WR installed, 3" stainless steel shackle, key retaining w/Frontier License	\$168	\$ 146
1	PL-HP1-FL	PL-HP1 Padlock, high-security, hockey puck format, stainless steel body w/Frontier License	\$178	\$ 155
CYBERLOCK PADLOCKS				
1	PL-01	PL-01 Padlock, brass, CL-6P3WR installed, 1" stainless steel shackle	\$149	\$ 130
1	PL-01KR	PL-01KR Padlock, brass, CL-6P3WR installed, 1" stainless steel shackle, key retaining	\$153	\$ 133
1	PL-02	PL-02 Padlock, brass, CL-6P3WR installed, 2" stainless steel shackle	\$150	\$ 131
1	PL-02KR	PL-02KR Padlock, brass, CL-6P3WR installed, 2" stainless steel shackle, key retaining	\$155	\$ 135
1	PL-03	PL-03 Padlock, brass, CL-6P3WR installed, 3" stainless steel shackle	\$153	\$ 133
1	PL-03KR	PL-03KR Padlock, brass, CL-6P3WR installed, 3" stainless steel shackle, key retaining	\$157	\$ 137
1	PL-HP1	PL-HP1 Padlock, high-security, hockey puck format, stainless steel body	\$177	\$ 154
INTERFACED CYBER KEYS				
We use these part numbers when they are purchasing lock/key & also want to interface them to Frontier at the same time.				

MDAD Price List
Matrix System Parts

QTY	PART NO.	DESCRIPTION	MATRIX LIST PRICE	MDAD PRICE
1	CK-1R7-FL	CK-1R7-FL User key, infrared, replaceable battery, replaceable tip w/Frontier License	\$75	\$ 65
1	CKR-1R7-FL	CKR-1R7-FL User key, infrared, with replaceable tip, ROHS compliant w/Frontier License	\$98	\$ 85
1	CK-1R7C-FL	CK-1R7C-FL Control key for CL-LF01 and CL-SF03 only w/Frontier License	\$80	\$ 70
1	CK-RCG-FL	CK-RCG-FL User key, infrared, rechargeable battery, replaceable case w/Frontier License	\$46	\$ 40
1	CK-GM-FL	CK-GM-FL Grand Master w/Frontier License	\$148	\$ 129
RECHARGING STATIONS				
1	CKS-010	CKS-010 Recharging Station for CK-RCG, 120v, 60Hz	\$44	\$ 38
1	CKS-016	CKS-016 6-key charging station, 120v, 60Hz	\$223	\$ 194
COMMUNICATORS (These communicators work with "Life, Professional and Enterprise")				
1	CK-GM	CK-GM Grand Master	\$147	\$ 128
1	CKS-020	CKS-020 USB Station with USB cable	\$143	\$ 124
1	CKB-IR1	CKB-IR1 IR Encoder	\$72	\$ 63
PRICING IS FOR ACCESS CONTROL. ASK FOR PRICING IF FOR DATA COLLECTIONS				
COMMUNICATORS (These communicators work with "Professional and Enterprise")				
1	CKS-030	CKS-030 WebStation, 120v, 60Hz	\$317	\$ 276
1	AH-W1	AH-W1 Authorizor@ hub, web, 120v, 60Hz	\$450	\$ 392
1	AK-01	AK-01 Authorizor@ keyport, indoor/outdoor installation, 1 x 8 display, keypad	\$301	\$ 262
1	MK-01	MK-01 Authorizor@ Mini keyport, indoor/outdoor installation	\$147	\$ 128
ACCESSORIES				
1	Brush	Brush - Lock and key pin cleaning brush, stainless steel brushes	\$4.00	\$ 3.48
1	CK-BAT	CK-BAT Battery for CK-IR6, CK-IR7, and CK-IR6C, 3v CR2 lithium	\$7.00	\$ 6.09
1	TIP-001	TIP-001 Replaceable tip for CK-IR7	\$7.00	\$ 6.09
1	TIP-004	TIP-001 Replaceable case for CK-RCG	\$12.00	\$ 10.44
1	HDP237	HDP237 End cap for CD-RCG, black	\$3.00	\$ 2.61

MISC ITEMS - PRODUCED BY MATRIX

1	01-13964	01-13964 Shelf Model Modem, Free Standing	\$467	\$ 406
1	01-14006A	01-14006A MIB Matrix Interface Board Assembly - Contains One MIB	\$235	\$ 204
1	05-13963	05-13963 Line Driver, Patton, RDP mount version	\$411	\$ 358
1	05-14321	05-14321 PCB Assembly, RCM Relay Adapter	\$32	\$ 28
1	34-11943	34-11943 MX Surface Mount Box, Black	\$40	\$ 35
1	34-13017	34-13017 MX Dress Plate for Surface Mount Box	\$40	\$ 35
1	34-13183	34-13183 Wall Plate for MX Reader	\$12	\$ 10.44
1	37-13615	37-13615 MX Weather Hood with Mounting Plate and Tamper, Black	\$200	\$ 174



APPENDIX D SOFTWARE ESCROW AGREEMENT

THREE-PARTY ESCROW SERVICE AGREEMENT

Deposit Account Number: _____

1. Introduction.

This Three Party Escrow Service Agreement (the "Agreement") is entered into by and between Matrix Systems, Inc., located at 7550 Paragon Road, Dayton, Ohio, 45459 (the "Depositor") and Depositor's affiliates and subsidiaries, and by Miami Dade County, located at Miami International Airport, 4200 NW 36th Street, Building 5A, Miami, Florida, 33122 (the "Beneficiary") and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") on this ~~15~~ ^{23RD DAY} day of ~~December, 2005~~ ^{= MAY, 2006} (the "Effective Date"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

Depositor and Beneficiary are parties to that certain Software License Agreement dated SEPTEMBER 10, 2003, incorporated herein by this reference (the "License Agreement"), whereby Depositor has granted to Beneficiary a license to use certain software applications that are approved, purchased, and installed at the Miami International Airport, together with all updates, enhancements and improvements to the software applications that are provided by Depositor and Beneficiary and approved, purchased and installed at the Miami International Airport. Pursuant to the License Agreement and other agreements between Depositor and Beneficiary, Depositor is required to place in escrow the Deposit Material (hereafter defined) to be released to Beneficiary under the conditions described in this Agreement.

The use of the term "Services" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "Iron Mountain Website"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "Work Request"). The Parties desire this Agreement to be supplementary to the License Agreement and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities.

- (a) Depositor shall provide all information designated as required to fulfill a Work Request ("Required Information") and may also provide other information ("Optional Information") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("Authorized Person(s)") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "Depositor Information").
- (c) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within ninety (90) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (d) Depositor ~~consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto;~~ consents, upon receipt of notice from Iron Mountain that Beneficiary has submitted a Work Request for verification Services evidencing prior written consent by Depositor, to promptly completing and returning the Escrow Deposit Questionnaire attached as Exhibit Q to Iron Mountain, and further consents to Iron Mountain's use of a subcontractor (who shall be bound by the same confidentiality obligations as Iron Mountain and who shall not be a direct competitor to either Depositor or Beneficiary) to provide such Services as needed.
- (e) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;
- (f) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously;

- (g) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and
- (h) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities.

- (a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("**Authorized Person(s)**") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Beneficiary Information**").
- (c) Beneficiary acknowledges, in the absence of a Work Request for verification Services, that it assumes all responsibility for the completeness and/or functionality of all Deposit Material. With the prior written consent of Depositor, which consent shall not be unreasonably withheld, Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services.
- (d) Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Iron Mountain will provide Depositor with notice from time to time during the first ninety (90) days from the Effective Date as a reminder that submission of initial Deposit Material is required. Iron Mountain may also send notices every ninety (90) days thereafter to Depositor and/or Beneficiary related to Deposit Material activity if such Services are requested in a Work Request.
- (c) Iron Mountain will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with the Parties in the event that they submit any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the Parties will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of Verification testing; Parties' responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for the Parties and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.
- (f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.
- (g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. **Payment.**

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A (“Service Fees”). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. **Term and Termination.**

- (a) The initial “Term” of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.
- (b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material at the instruction of Depositor. In the event this Agreement is terminated under Section 6(a)(ii), Iron Mountain shall return or destroy the Deposit Material at the instruction of Depositor.
- (c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected. Unless nonpayment occurs as the result of a Release Condition, Iron Mountain shall not release the Deposit Material to Beneficiary.

7. **General Indemnity.**

To the extent permitted by Florida law, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys’ fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. **Warranties.**

- (a) **Iron Mountain.** ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.

- (b) **Depositor.** Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) **Beneficiary.** Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	\$2,000,000 General Aggregate	Crime Insurance	\$2,000,000 Each Occurrence
General Liability	\$1,000,000 Each Occurrence	Umbrella Coverage	\$5,000,000 General Aggregate
Professional Liability	\$1,000,000 Each Occurrence		

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

IRON MOUNTAIN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED TO EITHER THE DEPOSITOR OR THE BENEFICIARY, EITHER JOINTLY OR SEVERALLY, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF, OR A BREACH OF THE CONTRACTUAL OBLIGATION TO REASONABLY PROTECT THE CONFIDENTIALITY OF THE DEPOSIT MATERIAL BY, IRON MOUNTAIN, ITS EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, OR SUBCONTRACTORS. IN SUCH EVENT, IRON MOUNTAIN'S TOTAL LIABILITY IN RESPECT OF ALL CLAIMS ARISING UNDER OR BY VIRTUE OF THIS AGREEMENT OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL NOT EXCEED TEN TIMES THE THEN ANNUAL FEE PAID OR OWED TO IRON MOUNTAIN.

12. Consequential Damages Waiver.

IRON MOUNTAIN SHALL NOT BE LIABLE TO THE DEPOSITOR AND/OR THE BENEFICIARY FOR ANY INDIRECT, CONSEQUENTIAL LOSS OR DAMAGE, WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE, HOWEVER CAUSED, WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IRON MOUNTAIN WAS ADVISED OF THE POSSIBILITY OF INCURRING THE SAME BY THE DEPOSITOR, BENEFICIARY, OR ANY THIRD PARTY.

13. General.

- (a) **Incorporation of Work Requests.** All Depositor and/or Beneficiary Work Requests are incorporated into this Agreement.
- (b) **Purchase Orders.** The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.

- (c) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) **Right to Rely on Instructions.** Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.
- (f) **Force Majeure.** Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) **Notices.** All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (h) **No Waiver.** No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) **Assignment.** No assignment of this Agreement by Depositor and/or Beneficiary or any rights or obligations of Depositor and/or Beneficiary under this Agreement is permitted without written notice to Iron Mountain.
- (j) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.
- (k) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (m) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by an appropriate arbitration panel chosen by the New York Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitration panel shall apply Florida law. Unless otherwise agreed by the Parties, arbitration will take place in Miami, Florida, U.S.A. Any federal or state court in Florida having jurisdiction over the matter may enter judgment on the award of the arbitration panel. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or

similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

- (n) Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (o) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (p) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

NOTE: SIGNATURE BLOCKS AND AUTHORIZED PERSONS/NOTICES TABLE FOLLOW ON THE NEXT PAGE

The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the 'Agreement'). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR MATRIX SYSTEMS, INC.

SIGNATURE:	<i>Ben Theisen</i> CFO for
PRINT NAME:	Ben Theisen Ben Theisen
TITLE:	Regional Coordinator: East Coast
DATE:	
EMAIL ADDRESS:	Ben.Theisen@matrixsys.com

BENEFICIARY MIAMI DADE COUNTY

SIGNATURE:	<i>M. Jenkins</i>
PRINT NAME:	M. Jenkins
TITLE:	MSG ISPT
DATE:	1/27/06
EMAIL ADDRESS:	mjenkins

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

Approved as to Operational Content:
Iron Mountain Operations
Tanya Howze
Name: Tanya Howze
Date: December 15, 2005

AUTHORIZED PERSONS/NOTICES TABLE

Please provide the name and contact information of the Authorized Persons under this Agreement. All Notices will be sent to these individuals at the addresses set forth below.

DEPOSITOR

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Steven S. King	PRINT NAME:	
TITLE:	Financial Planner/Analyst	TITLE:	
EMAIL ADDRESS:	Steve.King@matrixsys.com	EMAIL ADDRESS:	
STREET ADDRESS 1:	7550 Paragon Road	STREET ADDRESS 1:	
PROVINCE/CITY/STATE:	Dayton, Ohio	PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	45459	POSTAL/ZIP CODE:	
PHONE NUMBER:	(937) 438-9033	PHONE NUMBER:	
FAX NUMBER:	(937) 438-0900	FAX NUMBER:	

BENEFICIARY

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS 1		STREET ADDRESS 1	
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE		POSTAL/ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

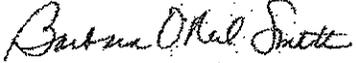
Approved as to Form and Legal Content:
Iron Mountain Legal Department

Barbara O'Neil Smith, Esq.
Contracts Specialist
Date: 12/14/2005

EXHIBIT A Escrow Service Work Request
Deposit Account Number: _____

SERVICE Check box (es) in order service	SERVICE DESCRIPTION	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service below.
<input checked="" type="checkbox"/> Add and Manage New Escrow Account	<p>Iron Mountain will open a new escrow deposit account that includes a minimum of one (1) Depositor and one (1) complete set of Deposit Material. All Deposit Material will be securely stored in controlled vaults that are owned and/or operated by Iron Mountain. Account services include unlimited deposits, electronic vaulting, access to Iron Mountain Connectra Escrow Management Center for secure online account management and submission of electronic Work Requests, and secure destruction of deposit materials upon account termination.</p> <p>Iron Mountain will assign a Client Manager for each escrow account. These Managers will provide client training from time to time to facilitate secure Internet access to escrow account(s). Assigned Managers will also ensure timely fulfillment of client Work Requests (e.g., deposit updates, new beneficiary enrollment) and communication of status.</p>	<p>\$1,050</p>	<p>\$950</p>	<p><input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Add Deposit Tracking Notification	<p>Iron Mountain will send periodic notices to Depositor and/or Beneficiary related to Deposit Material as specified within the terms of the agreement</p>	<p>N/A</p>	<p>\$350</p>	<p><input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Add Beneficiary	<p>Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow account, where possible, and provide notice as appropriate to all relevant Parties.</p>	<p>N/A</p>	<p>\$650</p>	<p><input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Add Initial Verification of Deposit Material	<p>Iron Mountain will fulfill a Work Request to perform initial Verification Services, which includes a final report sent to Client, on Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. For a more detailed description see Verification Services Options below.</p>	<p>N/A</p>	<p>\$800</p>	<p><input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Add Custom Verification of Deposit Material	<p>Iron Mountain will fulfill a Work Request to perform one or more levels of custom Verification Services, which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment. For a more detailed description see Verification Services Options below.</p>	<p>Custom Quote Based on SOW</p>	<p>Custom Quote Based on SOW</p>	<p><input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Add Dual Vaulting	<p>Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.</p>	<p>N/A</p>	<p>\$500</p>	<p><input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Release Deposit Material	<p>Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.</p>	<p>\$500</p>	<p>N/A</p>	<p><input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Add Custom Services	<p>Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.</p>	<p>\$150/hour</p>	<p>N/A</p>	<p><input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary</p>
<input type="checkbox"/> Delete Account	<p>Iron Mountain will fulfill a Work Request to terminate an existing escrow account by providing notice to all Parties to the Agreement, removing Deposit Material from the vault and then either securely destroying or returning the Deposit Material via commercial express mail carrier as instructed. All accrued Services Fees must be collected by Iron Mountain prior to completing fulfillment to terminate an existing escrow account.</p>	<p>No Charge</p>	<p>No Charge</p>	<p>No Charge</p>
<input type="checkbox"/> Replace/Delete Deposit Materials	<p>Iron Mountain will replace/delete deposit material in accordance with the terms of the agreement. Materials will be returned as directed by depositor or destroyed using Iron Mountain Secure Shredding</p>	<p>No Charge</p>	<p>No Charge</p>	<p>No Charge</p>

Upon Escrow Service Agreement execution, please provide your initials below in the appropriate location to indicate your acceptance of this Escrow Services Work Request inclusive of agreed Services pricing and indication of which Party is financially responsible for payment of specific Services.

DEPOSITOR INITIALS: _____ BENEFICIARY INITIALS: _____

Note: Clients may submit Work Requests electronically through their escrow account online OR may complete this form along with any other supporting exhibits required and email and/or fax this Work Request to their assigned Client Manager at Iron Mountain for fulfillment.

VERIFICATION SERVICES OPTIONS

1. Initial Verification - Consistency.

1.1. Iron Mountain shall perform an initial verification ("Initial Verification") of the Deposit Material upon receipt of the first deposit and for each update. To help perform this evaluation, Iron Mountain will examine the Exhibit B, and request that the Depositor complete an Escrow Deposit Questionnaire. Iron Mountain will then analyze the Escrow Deposit Questionnaire and Exhibit B, prepare and deliver a report to Depositor and Beneficiary containing its findings(s) and opinion(s) as to the Deposit consistency based on the information supplied. Iron Mountain's report will include information regarding:

- 1.1.1. The hardware and software configuration(s) needed to read the Deposit Material media associated with the Exhibit B;
 - 1.1.2. The software needed to interpret the data read from the media (i.e. Zip, tar, cvs type files); and
 - 1.1.3. The hardware and software configurations needed to compile the software product defined by the Exhibit B.
- 1.2. Iron Mountain's Systems Analysts will also be available to discuss the Initial Verification's technical consistency evaluation and other deposit verification issues. Iron Mountain's higher levels of verification address issues of readability, inventory, ability to be compiled or other testing as requested by a Party.

2. Level One (1) - Inventory.

- 2.1. This series of verification tests provides insight into whether the necessary information required to recreate the Depositor's development environment has been properly stored in escrow. These tests detect errors that often inhibit effective use of the escrow deposit.
- 2.2. *Steps include:* Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment.
- 2.3. *Deliverables:* At completion of testing, Iron Mountain will distribute a report to Beneficiary detailing Iron Mountain's investigation. This report will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-Party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. When identifying materials required to re-create Depositor's software development environment, Iron Mountain will rely on information provided in Depositor's completed questionnaire (obtained via a Iron Mountain verification representative) and/or information gathered during Iron Mountain's testing experience.

3. Level Two (2) - Build.

- 3.1. This series of tests includes a standard effort to compile the Deposit Material and build executable code.
- 3.2. *Steps include:* Recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code.
- 3.3. *Deliverables:* Iron Mountain will provide a report detailing the steps necessary to recreate the software/hardware development environment, problems encountered with testing, and Iron Mountain's analysis of the deposit.

4. Level Three (3) - Validation.

- 4.1. Level III verification consists of testing the functionality of the compiled Deposit Material (in a production setting or similar environment) and can be accomplished through one of the following three options:
- 4.1.1. *Option A* - With the Depositor's approval, executables created by Iron Mountain during Level II testing are provided to the Beneficiary for functionality testing.
 - 4.1.2. *Option B* - The Beneficiary provides Iron Mountain with a copy of its licensed executables. Iron Mountain compares the executables created during Level II testing with the licensed executables and provides a comparison report to all Parties.
 - 4.1.3. *Option C* - Iron Mountain recreates the runtime environment for the licensed technology and installs the executables created during the Level II testing into that environment. (The environment is generally "scaled down" from the actual live environment.) Iron Mountain then runs test scripts supplied by the Beneficiary and provides a report of the test results to all Parties. This may require Depositor approval.
 - 4.1.4. Services may be provided by Iron Mountain or individuals or organizations employed by or under contract with Iron Mountain, at the discretion of Iron Mountain.

**EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: _____

DEPOSIT NAME _____ AND DEPOSIT VERSION _____ (Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES
<input type="checkbox"/> Internet File Transfer		
<input type="checkbox"/> Other (please describe below):		

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: (770) 239-9200
Facsimile: (770) 239-9201

EXHIBIT C

RELEASE OF DEPOSIT MATERIALS

Deposit Account Number: _____

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

1. **Release Conditions.** Depositor and Beneficiary agree that Iron Mountain will provide notice via electronic mail and/or regular mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
 - (ii) Depositor is subject to voluntary or involuntary bankruptcy which is not dismissed within sixty (60) days.
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
5. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain Technology Escrow Services to the attention of Shane Ryan at shaneryan@ironmountain.com.

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)

5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your contact information below:

Name: _____
Telephone: _____
Company: _____
Address: _____
City, State _____ Postal Code _____
Country: _____
E-mail: _____

For additional information about Iron Mountain Technical Verification Services, please contact Shane Ryan at 978-667-3601 ext. 100 or by e-mail at [mailto: shaneryan@ironmountain.com](mailto:shaneryan@ironmountain.com).

www.ironmountain.com