

SERVICE AGREEMENT

This service agreement is by and between the following parties.

| | | |
|--------|---|---|
| BUYER | Company Cuyahoga County | Contact Paul Waller |
| | Address 1215 West 3rd Street, Justice Center | Telephone 216.443.7692 |
| | Cleveland, OH 44113 | Facsimile |
| | | Email pwaller@cuyahogacounty.us |
| SELLER | Company Smiths Detection, Inc | Contact Tiffany Rayside |
| | Address 60A Columbia Road | Telephone 973.496.9360 |
| | Morristown, NJ 07960 | Facsimile 973.496.9300 |
| | | Email Tiffany.Rayside@smithsdetection.com |

For the period beginning 1/1/12 and ending 12/31/14, Smiths Detection will provide parts and/or service as described herein. All applicable service for the equipment specified below shall be provided during Smiths normal working hours as requested by the Buyer, unless Agreement provisions stipulate otherwise.

| | |
|--|--|
| Agreement Type | On-Site |
| Price, Duration, and Payment Terms (Includes sales taxes) | Price \$ 116,300 Duration: as shown above (3 years) Payment Terms: Net 30 Days |
| Coverage Type | On-Site Service Coverage – 8:00 a.m. – 5:00 p.m., Monday – Friday excluding holidays |

| Covered Equipment | Serial Number |
|-------------------|--|
| 6040I (2) | 57068, 57186 |
| 6040D (6) | 27826, 27827, 23507, 72029, 20371, 20686 |
| 5030S | 18502 |
| 6040DS (2) | 86847, 86848 |

Agreement does not include service required for: moving unit, damage caused by external sources or acts of God; Buyer's negligence or abuse; special modifications; damage to equipment which has been dropped, bumped, abused by Buyer or for any damage caused by Buyer other than ordinary use.

Smiths shall not be liable for special or consequential damages of any nature arising out of or with respect to any items or services sold, delivered, rendered, or any failure to meet delivery schedules unless those damages are caused through the fault or negligence of Smiths.

Estimated sales tax is included in this agreement and will be added to the invoice. If you are tax exempt, please provide an exemption certificate and sales tax will be omitted.

Smiths Detection, Inc.

SIGNATURE

By: Danyel DeVoe

Title: Service Sales Manager

Date: 1/17/12

(Buyer)

Edward FitzGerald, County Executive

SIGNATURE

By: 2012-09-06 08:54:22

Title: _____

Date: _____

This Agreement shall become effective when signed by authorized officials of both parties – Price valid for 90 Days

SERVICE AGREEMENT TYPES

PRIORITY ON-SITE SERVICE AGREEMENT

- ✓ On-Site Service Coverage – Extended Hours, evenings and weekends
- ✓ Typical Response Time; within 24 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check. Complete operational and calibration procedure performed
- ✓ Preferred Customer Status – 25% Discount on Instructor Led Training

ON-SITE SERVICE AGREEMENT

- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ One Annual Preventative Maintenance check, Complete operational and calibration procedure performed
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

PARTS-ONLY SERVICE AGREEMENT

- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Same day shipment of most parts needed
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training

PAYMENT

- Payment terms are Net 30 Days from the date of receipt of the invoice. Applicable state and local taxes are included in the price specified on this Agreement and will be added to all invoices. *Please make all checks payable to: Smiths Detection or contact your representative for electronic transfer details.*

MISCELLANEOUS

- All service shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, exclusive of Smiths' published holidays, unless work outside these hours is approved in advance by Smiths or where the customer will be responsible for payment at the then-current Smiths billable rates.
- Unless otherwise noted, the prices specified are for equipment coverage for 12 months.
- If the equipment is not currently covered by a Smiths Service Agreement, equipment must be inspected by an authorized Service representative and must be deemed in good working condition. We will only offer coverage to units which are in good working order.
- Replacement parts may be new or refurbished and carry a ninety (90) day warranty or the remainder of the coverage of the Service Agreement, whichever is longer.
- SMITHS DETECTION reserves the right to refuse coverage of any unit for any reason.
- Service Agreements which have been priced at the Multi-System or Multi-Year discount shall revert to the full, non-discounted price should an interruption of the Agreement occur.
- Cancellation Policy; 1) If this Service Agreement is cancelled by the customer, without cause, a 25% cancellation fee will be charged. 2) If no service has been provided, a refund will be prorated from the cancellation notification date and will **not** be subject to the 25% cancellation fee. 3) If service has been provided, the greater of the following amounts shall be the customer's responsibility; (a) The prorated amount of the contract or (b) The value of all service rendered to include all parts, labor, travel and expenses during contract term. The prices for parts and labor are calculated using Smiths standard T&M rates while the prices for travel and expenses are calculated at actual cost. A 25% cancellation fee applies to both 3a and 3b. This cancellation policy only applies to prepaid services and does not apply to Fixed Rate Repairs.
- Any on-site vendor, authority or other location fees shall be borne by Buyer.
- This Service Agreement does not cover products that have been highly contaminated by foreign substances. Products returned to Smiths Detection for repair are assumed to be free of contamination. If any product is believed to be contaminated, it is the customer's responsibility to have the product decontaminated prior to returning the product to Smiths.
- Buyer agrees to accept all responsibility for ensuring the safe and timely return of any loaner equipment provided under this agreement. The Products must be returned to Smiths Detection as of the date specified in the agreement or immediately upon request from Smiths Detection. Customer shall be charged current pricing in effect for Products not received at Smiths Detection's designated facility within ten (10) days of the date agreed to. Customer shall be responsible for any damage or loss to the Products, normal wear and tear excepted. The Products must be returned to Smiths Detection in the proper packaging to avoid damage during shipping.
- Smiths Detection sales terms and conditions are hereby incorporated in this agreement and any purchase order that may result from this agreement will be in accordance with these terms and conditions. These terms and conditions can be located at the following Smiths Detection Website: www.smithsdetection.com/eng/US_terms_conditions.php

DEPOT REPAIR SERVICE AGREEMENT

- ✓ Repairs performed at Service Depot
- ✓ Freight out expense included (freight in to be covered by the customer)
- ✓ Includes all Labor required
- ✓ Covers all parts
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 20% Discount on Instructor Led Training
- ✓ Loaner option available at additional cost

SHARED-SERVICE AGREEMENT

- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays
- ✓ Lower up-front cost since each service occurrence is subject to a deductible
- ✓ After the deductible, includes all Labor, Travel Time & Expenses and Replacement Parts required (x-ray tube/generator included)
- ✓ One Annual Preventative Maintenance check (subject to deductible)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

FIXED RATE REPAIRS

- ✓ On-Site Service Coverage – 8:00am – 5:00pm, Monday-Friday excluding holidays
- ✓ Typical Response Time; within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Covers all parts (x-ray tube/generator included)
- ✓ Reachback™-ReachbackID™ – 24 hour by 7 day Call Center Support
- ✓ Valued Customer Status – 10% Discount on Instructor Led Training