

**JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET**

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| MASTER AGREEMENT NUMBER MA-201502 | AMENDMENT NUMBER 3 |
| | FEDERAL EMPLOYER ID NUMBER 94-4413488 |

1. This Reinstatement and Amendment No. 3 to Agreement No. MA-201502 by and between **Rapiscan Systems, Inc.** ("Contractor") and the **Judicial Council of California** ("Judicial Council" or "State") is made and entered into this **18th day of January, 2019** ("Effective Date") in the State of California.



2. All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement referenced above.

3. The parties hereby agree to reinstate Agreement Number MA-201502, the term of which expired on **October 31, 2018**.
 - a. The expiration date of this Agreement shall be extended for an additional one year, therefore the expiration of this Agreement is **October 31, 2019**.

4. The parties agree to amend the Agreement as follows:
 - a. **Exhibit B, Pricing** is hereby deleted in its entirety and replaced with **Exhibit B, Pricing Revision 1** attached hereto and incorporated herein.

5. Except as provided in herein, all terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 has been entered into by the parties hereto, effective upon the Effective Date.

| JUDICIAL COUNCIL'S SIGNATURE | CONTRACTOR'S SIGNATURE |
|--|--|
| Judicial Council of California | CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Rapiscan Systems, Inc. |
| BY (Authorized Signature) _____ DATE _____ | BY (Authorized Signature) _____ DATE _____ |
|  |  1/18/19 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Mona Lawson Supervisor, Contracts | PRINTED NAME AND TITLE OF PERSON SIGNING Roxanna Ring Contracts Administrator Contracts Management - Legal |
| DATE EXECUTED 1/23/2019 | DATE EXECUTED |
| ADDRESS 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348 | ADDRESS 2805 Columbia Street Torrance, CA 90503 |

**EXHIBIT B – Revision 1
PRICING**

1. COMPENSATION

- (a) Contractor shall provide fixed-rate service contracts for corrective repair and annual maintenance of Rapiscan X-ray and Magnetometer systems to Members, regardless of equipment age, condition, or location within California, as outlined in the tables below.

Table 1–A.1: Service Agreement for Magnetometer Service: 12-Hour Response Time

| | |
|--|---|
| Price for 1-year Service Agreement for Magnetometer equipment: | \$1,800.00 per machine, per year, regardless of age, condition, or location. |
| Service to include: | |
| <ul style="list-style-type: none"> a. Unlimited corrective repair service calls. b. Two-hour response time and onsite within <u>12</u> hours. c. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00am-5:00pm, Pacific time. d. All corrective repair labor. e. All preventive maintenance labor. f. All travel expenses, including but not limited to air, meals, lodging, entertainment and mileage. g. All shipping expenses. h. All other expenses. i. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 1-B). | |

Table 1–A.2: Service Agreement for Magnetometer Service: 24-Hour Response Time

| | |
|--|---|
| Price for 1-year Service Agreement for Magnetometer equipment: | \$1,400.00 per machine, per year, regardless of age, condition, or location. |
| Service to include: | |
| <ul style="list-style-type: none"> a. Unlimited corrective repair service calls. b. Two-hour response time and onsite within <u>24</u> hours. c. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00am-5:00pm, Pacific time. d. All corrective repair labor. e. All preventive maintenance labor. f. All travel expenses, including but not limited to air, meals, lodging, entertainment and mileage. g. All shipping expenses. h. All other expenses. i. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 1-B). | |

Table 1–B: Excluded Parts for Magnetometer Service

| Part Description | Purpose | Cost |
|-------------------------|----------------|-------------|
| None | None | None |

Table 2-A.1: Service Agreement for X-Ray Equipment Service: 12-Hour Response Time

| | |
|--|---|
| Price for 1-year Service Agreement for X-ray equipment: | \$6,000.00 per machine, per year, regardless of age, condition, or location. |
| Service to include: | |
| <ul style="list-style-type: none"> a. One annual preventive maintenance service call, which includes the annual radiation survey. b. Unlimited corrective repair service calls. c. Two-hour response time and onsite within 12 hours. d. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00am-5:00pm, Pacific time. e. All corrective repair labor. f. All preventive maintenance labor. g. All travel expenses, including but not limited to air, meals, lodging, entertainment and mileage. h. All shipping expenses. i. All other expenses. j. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 2-B). | |

Table 2-A.2: Service Agreement for X-Ray Equipment Service: 24-Hour Response Time

| | |
|--|---|
| Price for 1-year Service Agreement for Magnetometer equipment: | \$5,600.00 per machine, per year, regardless of age, condition, or location. |
| Service to include: | |
| <ul style="list-style-type: none"> a. One annual preventive maintenance service call, which includes the annual radiation survey. b. Unlimited corrective repair service calls. c. Two-hour response time and onsite within 24 hours. d. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00am-5:00pm, Pacific time. e. All corrective repair labor. f. All preventive maintenance labor. g. All travel expenses, including but not limited to air, meals, lodging, entertainment and mileage. h. All shipping expenses. i. All other expenses. j. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 2-B). | |

Table 2-B: Excluded Parts for X-Ray Equipment Service

| Part Description | Purpose | Cost |
|-------------------------|----------------|-------------|
| None | None | None |

(b) Table 2-B No Exclusions. Contractor shall include all parts at no additional cost.

2. HOURLY RATES

Not to exceed hourly labor of **\$165.00** for performing additional services outside of the scope of corrective repair or preventive maintenance. Include special terms or restrictions that may apply if any: **None**

3. DISCONTINUED / IRREPARABLE EQUIPMENT

During the performance of services, if upon inspection of equipment Rapiscan determines that, due to its age/condition, Contractor is unable to procure, unable to timely procure, or unable to procure at a cost effective price through regular supply channels, the parts required to repair the equipment, Contractor shall immediately notify the establishing JBE or designee, and the equipment shall be deemed irreparable and no longer covered by this Agreement.

If JBE has already paid the annual charge for the irreparable equipment, Contractor shall then calculate the portion of the annual charge attributable to the applicable item of equipment and shall return to JBE a prorated amount, calculated based on the number of days remaining in the annual period and the annual charge due in future years of the Agreement term shall be automatically reduced by that portion of the annual charge that was attributable to such item of equipment.

END OF EXHIBIT B – Revision 1