



## Service Agreement 12077

Service Express Inc  
3854 Broadmoor Ave. SE  
Grand Rapids MI 49512  
Phone: 800-940-5585  
Billing/Contract Fax: (616) 971-0754

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### Agreement Information

**Name :** Clay County School District  
**Agreement :** 12077  
**Sales Person :** Ty Taft  
**Duration:** 44 Months  
**Commencement:** 12/13/2013  
**Expiration:** 7/31/2017

### Contact Information

**Name :** Carl Hendrick  
**Address :** 900 Walnut St  
Green Cove Springs FL 32043  
**Phone :** (904) 284-6500  
**Email:** N/A

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### Billing Information

**Invoice :** Annual  
**Terms :** Net 45

### Billing Contact Information

**Name :** Carl Hendrick  
**Address :** 900 Walnut St  
Green Cove Springs FL 32043  
**Phone :** (904) 284-6500  
**Email:** N/A



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Location: Main Contact: Carl Hendrick City: Green Cove Springs FL 32043

Location: 23979- Print Heads and Maintenance Kits Not Included

Line	Model Number	Description	Additional Description	Serial Number	Warranty	Qty	Start Date	Days	Hours	Response	Price
1	WS-CBS3130X-S	CISCO CATALYST BLADE SWITCH 3130X (M1000E)		J57MZD1		1	4/28/2014	7	12A-12A	4 HOUR	\$18.00
2	WS-CBS3130X-S	CISCO CATALYST BLADE SWITCH 3130X (M1000E)		JD9MZD1		1	4/28/2014	7	12A-12A	4 HOUR	\$18.00
3	WS-CBS3130X-S	CISCO CATALYST BLADE SWITCH 3130X (M1000E)		7L8MZD1		1	4/28/2014	7	12A-12A	4 HOUR	\$18.00
4	WS-CBS3130X-S	CISCO CATALYST BLADE SWITCH 3130X (M1000E)		279MZD1		1	4/28/2014	7	12A-12A	4 HOUR	\$18.00
5	WS-CBS3130X-S	CISCO CATALYST BLADE SWITCH 3130X (M1000E)		HD9MZD1		1	4/28/2014	7	12A-12A	4 HOUR	\$18.00
6	WS-CBS3130X-S	CISCO CATALYST BLADE SWITCH 3130X (M1000E)		GY8MZD1		1	4/28/2014	7	12A-12A	4 HOUR	\$18.00
7	POWERSHIELD MD3000	DELL POWERSHIELD MD3000 15-SLOT SAS/SATA DISK ARRAY		1CY5TJ1		1	4/30/2014	7	12A-12A	4 HOUR	\$66.00
8	PS6000XV	DELL EQUALLOGIC PS6000XV 16-SLOT SAS 15K ISCSI ARRAY		95TCCG1		1	5/2/2014	7	12A-12A	4 HOUR	\$76.00
9	PS6000XV	DELL EQUALLOGIC PS6000XV 16-SLOT SAS 15K ISCSI ARRAY		8WCG3H1		1	5/2/2014	7	12A-12A	4 HOUR	\$76.00
10	PS6000XV	DELL EQUALLOGIC PS6000XV 16-SLOT SAS 15K ISCSI ARRAY		CMDG3H1		1	5/2/2014	7	12A-12A	4 HOUR	\$76.00
11	PS6000XV	DELL EQUALLOGIC PS6000XV 16-SLOT SAS 15K ISCSI ARRAY		C7TCCG1		1	5/2/2014	7	12A-12A	4 HOUR	\$76.00
12	POWEREDGE R710	DELL POWEREDGE R710		DGMFTJ1		1	5/2/2014	7	12A-12A	4 HOUR	\$50.00
13	POWEREDGE R710	DELL POWEREDGE R710		7JDGTJ1		1	5/7/2014	7	12A-12A	4 HOUR	\$50.00
14	POWEREDGE R710	DELL POWEREDGE R710		9JDGTJ1		1	5/7/2014	7	12A-12A	4 HOUR	\$50.00
15	POWEREDGE R710	DELL POWEREDGE R710		499KTJ1		1	5/7/2014	7	12A-12A	4 HOUR	\$50.00
16	POWEREDGE R710	DELL POWEREDGE R710		BJDGTJ1		1	5/7/2014	7	12A-12A	4 HOUR	\$50.00
17	POWEREDGE M610	DELL POWEREDGE M610		JXHD4K1		1	5/19/2014	7	12A-12A	4 HOUR	\$36.00
18	POWEREDGE M610	DELL POWEREDGE M610		HXHD4K1		1	5/19/2014	7	12A-12A	4 HOUR	\$36.00
19	POWEREDGE M610	DELL POWEREDGE M610		4YHD4K1		1	5/19/2014	7	12A-12A	4 HOUR	\$36.00
20	POWEREDGE M610	DELL POWEREDGE M610		1YHD4K1		1	5/19/2014	7	12A-12A	4 HOUR	\$36.00



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Line	Model Number	Description	Additional Description	Serial Number	Warranty	Qty	Start Date	Days	Hours	Response	Price
21	POWEREDGE M610	DELL POWEREDGE M610		2YHD4K1		1	5/19/2014	7	12A-12A	4 HOUR	\$36.00
22	PS6500E	DELL EQUALLOGIC PS6500E 4U 48-SLOT SATA/NL-SAS ISCSI SAN		GSFG3H1		1	5/22/2014	7	12A-12A	4 HOUR	\$126.00
23	POWERSVLT MD3000I	DELL POWERSVLT MD3000I 15-SLOT ISCSI SAN DISK ARRAY		6LP0VK1		1	9/1/2014	7	12A-12A	4 HOUR	\$66.00
24	POWEREDGE M610	DELL POWEREDGE M610		3L83TS1		1	2/1/2015	7	12A-12A	4 HOUR	\$36.00
25	C05J0	DELL POWERCONNECT 7048 ENHANCED ETHERNET 10GB PORT SWITCH		2QKB7M1		1	2/22/2015	7	12A-12A	4 HOUR	\$1.00
26	PS6510	EQUALLOGIC PS6510		6B9CVL1		1	4/3/2015	7	12A-12A	4 HOUR	\$132.00
27	POWEREDGE R710	DELL POWEREDGE R710		59TZPM1		1	5/21/2015	7	12A-12A	4 HOUR	\$50.00
28	POWEREDGE R710	DELL POWEREDGE R710		69TZPM1		1	5/21/2015	7	12A-12A	4 HOUR	\$50.00
29	POWEREDGE R710	DELL POWEREDGE R710		79TZPM1		1	5/21/2015	7	12A-12A	4 HOUR	\$50.00
30	POWEREDGE M610	DELL POWEREDGE M610		FMX74P1		1	11/6/2015	7	12A-12A	4 HOUR	\$36.00
31	POWEREDGE M610	DELL POWEREDGE M610		GMX74P1		1	11/6/2015	7	12A-12A	4 HOUR	\$36.00
32	POWEREDGE R710	DELL POWEREDGE R710		FKG2FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
33	POWEREDGE R710	DELL POWEREDGE R710		FKG3FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
34	POWEREDGE R710	DELL POWEREDGE R710		FKH1FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
35	POWEREDGE R710	DELL POWEREDGE R710		FKH2FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
36	POWEREDGE R710	DELL POWEREDGE R710		FKH3FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
37	POWEREDGE R710	DELL POWEREDGE R710		FKK1FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
38	POWEREDGE R710	DELL POWEREDGE R710		FKK2FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
39	POWEREDGE R710	DELL POWEREDGE R710		FKK3FQ1		1	4/29/2016	7	12A-12A	4 HOUR	\$50.00
40	1WWPC	DELL POWEREDGE M IO AGGREGATOR		82HXTS1		1	5/16/2016	7	12A-12A	4 HOUR	\$0.00
41	1WWPC	DELL POWEREDGE M IO AGGREGATOR		80HXTS1		1	5/16/2016	7	12A-12A	4 HOUR	\$0.00
42	PS6110XV	DELL EQUALLOGIC PS6110XV 2U 24-SLOT 2.5IN SAS 15K 10GBE ISCSI ARRAY		9VS4FX1		1	5/23/2016	7	12A-12A	4 HOUR	\$77.00
43	POWEREDGE M820	DELL POWEREDGE M820 BLADE SERVER		627FFY1		1	6/22/2016	7	12A-12A	4 HOUR	\$17.00



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Line	Model Number	Description	Additional Description	Serial Number	Warranty	Qty	Start Date	Days	Hours	Response	Price
44	POWEREDGE M820	DELL POWEREDGE M820 BLADE SERVER		727FFY1		1	6/22/2016	7	12A-12A	4 HOUR	\$17.00
45	POWEREDGE R710	DELL POWEREDGE R710		6MGJKS1		1	3/7/2017	7	12A-12A	4 HOUR	\$50.00
46	POWEREDGE R710	DELL POWEREDGE R710		6MFLKS1		1	3/7/2017	7	12A-12A	4 HOUR	\$50.00
47	POWEREDGE R710	DELL POWEREDGE R710		6MFMKS1		1	3/7/2017	7	12A-12A	4 HOUR	\$50.00
48	POWEREDGE R710	DELL POWEREDGE R710		6MFNKS1		1	3/7/2017	7	12A-12A	4 HOUR	\$50.00
49	POWEREDGE R710	DELL POWEREDGE R710		6MFPKS1		1	3/7/2017	7	12A-12A	4 HOUR	\$50.00
50	POWEREDGE R710	DELL POWEREDGE R710		D2MPKS1		1	3/15/2017	7	12A-12A	4 HOUR	\$50.00
51	POWEREDGE R710	DELL POWEREDGE R710		D30KKS1		1	3/15/2017	7	12A-12A	4 HOUR	\$50.00
52	POWEREDGE R710	DELL POWEREDGE R710		D30LKS1		1	3/15/2017	7	12A-12A	4 HOUR	\$50.00
53	POWEREDGE R710	DELL POWEREDGE R710		4Y2X4V1		1	6/16/2017	7	12A-12A	4 HOUR	\$50.00
54	POWEREDGE R710	DELL POWEREDGE R710		9TCN4V1		1	7/11/2017	7	12A-12A	4 HOUR	\$50.00
55	POWEREDGE R710	DELL POWEREDGE R710		9TCQ4V1		1	7/11/2017	7	12A-12A	4 HOUR	\$50.00
56	POWEREDGE R710	DELL POWEREDGE R710		9TCT4V1		1	7/11/2017	7	12A-12A	4 HOUR	\$50.00
57	POWEREDGE R710	DELL POWEREDGE R710		9TDP4V1		1	7/11/2017	7	12A-12A	4 HOUR	\$50.00
58	POWEREDGE R710	DELL POWEREDGE R710		9TDR4V1		1	7/11/2017	7	12A-12A	4 HOUR	\$50.00
59	POWEREDGE 2161DS-2	POWER EDGE 2161DS2		210RV91		1	12/13/2013	7	12A-12A	4 HOUR	\$12.00
60	POWEREDGE 2161DS-2	POWER EDGE 2161DS2		CG3RV91		1	12/13/2013	7	12A-12A	4 HOUR	\$12.00
61	POWEREDGE 2161DS-2	POWER EDGE 2161DS2		9G3RV91		1	12/13/2013	7	12A-12A	4 HOUR	\$12.00
62	POWEREDGE 1955	DELL POWEREDGE 1955		GPXW1F1		1	12/13/2013	7	12A-12A	4 HOUR	\$36.00
63	POWEREDGE 1955	DELL POWEREDGE 1955		GQXW1F1		1	12/13/2013	7	12A-12A	4 HOUR	\$36.00
64	POWEREDGE 1955	DELL POWEREDGE 1955		7NXW1F1		1	12/13/2013	7	12A-12A	4 HOUR	\$36.00
65	POWEREDGE 1955	DELL POWEREDGE 1955		8RXW1F1		1	12/13/2013	7	12A-12A	4 HOUR	\$36.00
66	POWEREDGE 1955	DELL POWEREDGE 1955		1PXW1F1		1	12/13/2013	7	12A-12A	4 HOUR	\$36.00
67	POWEREDGE 1955	DELL POWEREDGE 1955		FNXW1F1		1	12/13/2013	7	12A-12A	4 HOUR	\$36.00
68	POWEREDGE 2161DS-2	POWER EDGE 2161DS2		84TPHH1		1	12/13/2013	7	12A-12A	4 HOUR	\$12.00
69	POWEREDGE 6850	DELL POWEREDGE 6850		5Z73XC1		1	12/13/2013	7	12A-12A	4 HOUR	\$45.00
70	POWEREDGE 6850	DELL POWEREDGE 6850		7Z73XC1		1	12/13/2013	7	12A-12A	4 HOUR	\$45.00



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Line	Model Number	Description	Additional Description	Serial Number	Warranty Qty	Start Date	Days	Hours	Response	Price
71	POWEREDGE 6850	DELL POWEREDGE 6850		6Z73XC1	1	12/13/2013	7	12A-12A	4 HOUR	\$45.00
72	POWEREDGE 6850	DELL POWEREDGE 6850		8Z73XC1	1	12/13/2013	7	12A-12A	4 HOUR	\$45.00
73	POWERSVAULT MD1000	DELL POWERSVAULT MD1000 DISK EXPANSION		2FY5TJ1	1	12/13/2013	7	12A-12A	4 HOUR	\$60.00
74	POWERSVAULT MD1000	DELL POWERSVAULT MD1000 DISK EXPANSION		JCY5TJ1	1	12/13/2013	7	12A-12A	4 HOUR	\$60.00
75	POWEREDGE 4220	DELL POWEREDGE 4220 42U RACK		D432LK1	1	12/13/2013	7	12A-12A	4 HOUR	\$4.00
76	POWEREDGE M1000E	DELL POWEREDGE M1000E BLADE ENCLOSURE		2T4RGH1	1	12/13/2013	7	12A-12A	4 HOUR	\$18.00
77	POWEREDGE M600	DELL POWEREDGE M600		3T4RGH1	1	12/13/2013	7	12A-12A	4 HOUR	\$36.00
78	POWEREDGE M600	DELL POWEREDGE M600		4T4RGH1	1	12/13/2013	7	12A-12A	4 HOUR	\$36.00

**Main Total: \$3,360.00**



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Notes:

Monthly Charge: \$3,360.00

12/13/2013 - 07/31/2014	\$7,884.24
08/01/2014 - 07/31/2015	\$22,123.67
08/01/2015 - 07/31/2016	\$27,007.19
08/01/2016 - 07/31/2017	\$34,048.21

Nancy J. Racine 12/13/13  
 Authorized Representative Date

Kraig Harper, CFO 12/13/13  
 Authorized Representative Date

Nancy G. Racine  
 Printed Authorized Representative: Clay County School District

Kraig Harper  
 Printed Authorized Representative: Service Express, Inc

\* Customer acknowledges they have read and understand the terms and conditions stated on the last page of the contract.  
 \*\* All prices include continuous repair efforts and preventative maintenance on all equipment.



## Terms and Conditions

### 1. TERMS

This Agreement shall be effective from the commencement date stated on the face of this Agreement and shall continue for an initial term of thirty-six (36) months unless otherwise stated on face hereof. This Agreement may be terminated by either party upon thirty (30) days prior written notice, without penalty.

### 2. EQUIPMENT ADDITIONS OR DELETIONS

Equipment may be added or deleted from this Agreement upon mutual agreement of the parties. Charges for equipment added to this Agreement will be at the then current monthly rate. Charges for Equipment added to or deleted from this Agreement will be prorated on a thirty (30) day month.

### 3. SERVICE RESPONSIBILITIES OF SERVICE EXPRESS, INC.

In consideration of payment of the charges set forth in this Agreement, SEI shall provide maintenance services as described below:

- (1) SEI shall perform preventive maintenance based upon specific needs of the Equipment.
- (2) SEI shall perform remedial maintenance following Customer notification of Equipment malfunction. SEI shall provide on-site response within the time frames specified on the face of this Agreement and shall provide a continuous repair effort.
- (3) SEI shall provide labor and parts deemed necessary to maintain the Equipment or to return the Equipment to operating condition. Exchanged parts removed from the Equipment become property of SEI.
- (4) SEI shall install Field Engineering Change Orders deemed necessary. Field Engineering Change Orders shall be installed at a mutually agreed upon time.

### 4. SERVICE RESPONSIBILITIES OF CUSTOMER

- (1) Customer shall contact SEI immediately when Equipment malfunctions and take reasonable precautions to limit further damage to the Equipment.
- (2) Customer shall provide full and free access to Equipment. Waivers of liability or other restrictions shall not be imposed as a requirement for access to the site.
- (3) Customer shall ensure that a Customer's representative is present during service by personnel.
- (4) Customer shall make every effort to provide a reasonable environment for the Equipment covered by this Agreement. Customer shall make all efforts to abide by manufacturer's specifications regarding environmental considerations for the Equipment being covered by this Agreement.

### 5. SERVICE LIMITATIONS

- (1) Requests for service received outside of the hours of coverage stipulated on the face of this Agreement shall be responded to on a best efforts basis.
- (2) This Agreement does not cover damage due to improper treatment or use of Equipment; unauthorized attempts by other than SEI personnel to repair, maintain or modify the Equipment; or, damage created by external sources to this Equipment. Repairs made under these circumstances shall be made at the then prevailing per call rates for labor and parts.
- (3) SEI reserves the right to withdraw individual items of Equipment from the agreement if, in SEI opinion, these items can no longer be supported. In these circumstances, SEI shall allow the Customer reasonable time to replace subject Equipment or to have Equipment refurbished.
- (4) Maintenance service does not include operation supplies or accessories (as defined by the manufacturer), cosmetic damage to Equipment, or work external to the Equipment itself.
- (5) SEI has the right to refuse, terminate, or suspend service, when in SEI's opinion, conditions at the Customer's site jeopardize the health or safety of SEI personnel.

### 6. CHARGES

- (1) CHARGES FOR MAINTENANCE SHALL BE INVOICED THIRTY (30) DAYS IN ADVANCE. PAYMENT OF THE APPLICABLE CHARGES IS DUE IN ACCORDANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT.
- (2) ALL OVERDUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 1½% PER MONTH. SEI ALSO RESERVES THE RIGHT TO REFUSE SERVICE TO CUSTOMERS WITH INVOICES PAST DUE.
- (3) Charges for services not covered under this Agreement shall be invoiced at SEI per call rates, terms and conditions in effect when the service is performed.
- (4) SEI may adjust the applicable charges for Equipment covered under this Agreement upon the renewal date of this Agreement (after current term expiration).

### 7. LIMITATIONS OF LIABILITY AND WARRANTY

- (1) EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SEI DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (2) CUSTOMER'S RIGHT TO RECOVER PROPERTY DAMAGES CAUSED BY SEI'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO THE LIMITS OF SEI'S INSURANCE POLICIES IN EFFECT AT THE TIME OF LOSS, SEI WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF PRODUCTS, OR FOR INCIDENTAL CONSEQUENTIAL DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.  
  
This limitation of SEI's liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against SEI must be brought within thirty-six (36) months after the cause of action occurs.
- (3) SEI shall not be liable for any delay in performance due to causes beyond the reasonable control of SEI.

### 8. GENERAL

- (1) If either party neglects or fails to perform any of its obligations under this Agreement, or any other Agreement between the parties, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.
- (2) The terms and conditions of the Customer's Purchase Order shall prevail over the terms and conditions of this Agreement.
- (3) This Agreement supersedes all prior service agreements and understandings between the parties with respect to Equipment covered hereunder. This Agreement may not be changed or terminated orally.
- (4) It is expressly understood that if either party, on any occasion, fails to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- (5) During the term of this Agreement and for a period of one year from the date of its termination, Customer shall not employ, as an employee or contractor, any SEI employee.
- (6) Neither party shall assign this Agreement unless consented to in writing by both parties.
- (7) This Agreement will be governed by the laws of the State of Florida with venue in Clay County, Florida.
- (8) Service Express does not provide any Cisco software or firmware updates.