

## Gartner, Inc. Service Agreement for School Board of Clay County (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) and Client of 900 Walnut Street, Green Cove Springs, FL 32043 (“Client”), and includes the Alternate Contract Source between Gartner and the State of Florida, Department of Managed Services dated 06/07/2012 (973-501-12-ACS) the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

### 1. DEFINITIONS AND ORDER SCHEDULE:

*Services* are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

*Service Descriptions* describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Executive Programs	Member Basic	1	Carl Hendrick	8/1/2016	7/31/2017	55,434.00	55,434.00
				Term Subtotal		55,434.00	55,434.00
Executive Programs	Member Basic	1	Carl Hendrick	8/1/2017	7/31/2018	57,319.00	57,319.00
				Term Subtotal		57,319.00	57,319.00
				Total Services:	(Excluding applicable sales tax)	112,753.00	112,753.00

*Due to the multi-year term of this Service Agreement, Client expressly waives its right of termination for convenience.*

### 2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs: Member Basic	<a href="http://www.gartner.com/it/sd/sd_ep_member_basic.pdf">http://www.gartner.com/it/sd/sd_ep_member_basic.pdf</a>

### 3. PAYMENT TERMS

Gartner will invoice Client in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to [purchaseorders@gartner.com](mailto:purchaseorders@gartner.com). This SA may be signed in counterparts.

**4. CLIENT BILLING INFORMATION**

\_\_\_\_\_  
*Purchase Order Number*

\_\_\_\_\_  
*Billing Address*

\_\_\_\_\_  
*Invoice Recipient Name*

\_\_\_\_\_  
*Invoice Recipient Email*

\_\_\_\_\_  
*Invoice Recipient Tel. No.*

**5. AUTHORIZATION**

**Client:**

**Gartner, Inc.**

\_\_\_\_\_  
*Signature/Date*

\_\_\_\_\_  
*Signature/Date*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Print Name and Title*

**IF USING A DIGITAL SIGNATURE, PLEASE  
CONFIRM THE FOLLOWING AS A  
CONDITION OF CONTRACT EXECUTION:**

[ ] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.