

Presidio Networked Solutions, Inc. Service Agreement v2.1

| CUSTOMER INFORMATION | | <i>PRESIDIO (Opp#): Ryan Pinga</i> |
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| Company Name Clay County District Schools | Name and Title of Person Requesting Service Carl Hendrick / Director of Information Services | |
| Address 900 Walnut Street | Email Address cdhendrick@oneclay.net | |
| City, State and Zip Green Cove Springs, FL 32043 | Phone/Fax 904-529-4881 | Authorizing PO |
| DESCRIPTION OF SERVICES | | |
| Customer agrees the services described below comprise the complete scope of tasks authorized under this agreement. Additional sheets may be attached if necessary. Any services beyond this scope require an additional authorized Service Agreement prior to commencement. | | |
| <p><u>Executive Summary</u> Clay County School District wishes to engage Presidio Networked Solutions, Inc. for general consulting services.</p> <p><u>Presidio's Responsibilities:</u> Provide a Network Engineer for support services as needed. These service can include (but are not limited to):</p> <ul style="list-style-type: none"> BYOD Configuration and Testing Switch configuration/Installation for Approx. 250 Switches Assisting with configuration and testing of Dual internet connections General network support to accommodate changes on the CCSD network. General wireless support to accommodate changes on the CCSD network. Provide knowledge transfer to CCSD <p><u>Project Locations</u> This work can be performed at the customer's facilities located in Green Cove Springs, Florida. Some of this work will be performed remotely. This Service Agreement does not include any travel expenses.</p> <p><u>Customer Requirements</u></p> <ul style="list-style-type: none"> Customer will provide all necessary physical and logical access required to support the purpose of this agreement. Customer is responsible for all cabling, including copper and fiber patch cables. Customer's technical resources will be made available to the Presidio project team. Customer understands that all of tasks described above may not be resolved within the hours of this Service Agreement. If additional hours are needed to complete these tasks a separate Service Agreement will be created for those hours. <p><u>Assumptions</u> The following assumptions were made while creating this service agreement:</p> <ul style="list-style-type: none"> Hours will be used in (1) hour increments. This extended engagement will provide full-time engineering resource (40-hour/week minimum) for a period of 4-months) Hours will be billed monthly as the services are provided. Presidio will perform most of the services under this service agreement during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except Presidio and CCSD holidays, unless otherwise specified. This is a standard full-time staff augmentation position. Hours shall expire ("Expiration Date") - All hours must be used within (15) weeks of service start date. All unused hours will expire without charge to customer. Services are provided on a best effort, skillful and professional manner commensurate with the requirements of the effort. No other deliverable or performance based result is implied. | | |
| ACCEPTANCE CONDITIONS | | |
| Customer agrees that the following conditions defined the complete set of acceptance criteria associated with this effort. Customer agrees to provide timely review and acceptance for efforts submitted by PRESIDIO as being complete. | | |
| <input checked="" type="checkbox"/> Upon completion of the hours identified in this Specification <input type="checkbox"/> Other (specify): | | |

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PRICE AND PAYMENT TERMS

Customer agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8AM – 5PM M-F excluding holidays) at the location indicated. Work outside this time will be billed at the After Hours Rate. Travel expenses are estimated and include, but are not limited to mileage, hotels, meals, airfare, rental car, parking fees, taxis and tolls. PRESIDIO will invoice upon completion, but no less often than monthly. Customer agrees to make timely payment for services rendered, including partial payments prior to final acceptance.

Time and Materials (T&M) - Services will be provided on a time, materials, and expense basis. Customer understands the estimate provided is a good faith estimate, but may be exceeded. Minimum daily charge is 4 hours per day.

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| Hours Estimate | 520 |
| Hourly Rate | \$90 |
| Estimated Total | \$46,800.00 |

Fixed Price - Services will be provided on a fixed price basis. If provided, time estimates are for planning and scheduling purposes only.

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| Kickoff | |
| Completion | |
| Total | |

Travel will be billed as: Actual Expenses Fixed Price \$ _____ N/A

This agreement is effective upon acceptance by PRESIDIO. Customer agrees not to solicit or hire any Presidio employee for the duration of this agreement and 12 months after its completion. The entire liability of Presidio and Customer's exclusive remedy arising out of or in any way related to this agreement shall be limited to the total value of this agreement. Presidio shall not be liable nor shall Presidio indemnify Customer for, and Customer releases Presidio from any claims of patent infringement, including contributory infringement or inducement to infringe, based on or related to the Equipment, Services or any information provided by Presidio. Unless otherwise specified, this agreement is valid for one calendar year from the date of signature or until hours are expended (T&M) or milestones are completed (Fixed Price).

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| Customer Signature – Authorization to Proceed | Date |
| PRESIDIO Signature – Authorization to Proceed | Date |
| Customer Signature – Final Acceptance | Date |