



# Service Agreement 14283

R-517-2016  
Contract # 207-2016

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 :** Lexington Fayette Urban County Govt  
**Agreement :** 14283  
**Sales Person :** Lola Stone  
**Duration:** 36 Months  
**Commencement:** 8/1/2015  
**Expiration:** 7/31/2018

### Contact Information

**Name :** Michael Nugent  
**Address :** 200 E Main St 7th floor  
Lexington KY 40507  
**Phone :** (859)258-3332  
**Email:** miken@lexingtonky.gov

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### Billing Information

**Invoice :** Annual  
**Terms :** Net 30

### Billing Contact Information

**Name :** Cathryn Reed  
**Address :** 200 E Main St 7th floor  
Lexington KY 40507  
**Phone :** (859)258-3331  
**Email:** creed2@lexingtonky.gov



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Location: Main			Contact: Michael Nugent			City: Lexington KY 40507					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	3590-H11	IBM 30/90GB 3590 10-SLOT LDR		78BA667		1	8/1/2015	7	12A-12A	4 HOUR	\$154.00
2	3590-H11	IBM 30/90GB 3590 10-SLOT LDR		78BA623		1	8/1/2015	7	12A-12A	4 HOUR	\$154.00
3	3590-H1A	IBM 3590-H1A MAGSTAR TAPE DRIVE		78FA529		1	8/1/2015	7	12A-12A	4 HOUR	\$128.00
4	3590-H1A	IBM 3590-H1A MAGSTAR TAPE DRIVE		78FA539		1	8/1/2015	7	12A-12A	4 HOUR	\$128.00
5	3590-A60	IBM 3590-A60 TAPE CONTROLLER		7890536		1	8/1/2015	7	12A-12A	4 HOUR	\$63.00
6											
9	IBM Z890	IBM ZSERIES 890 MAINFRAME		02-AEC6B		1	11/1/2016	7	12A-12A	4 HOUR	\$0.00
10	2086-6130	IBM 2086 CPU				1	11/1/2016	7	12A-12A	4 HOUR	\$1,000.00
<b>Main Total: \$1,627.00</b>											

Location: Shark			Contact: Michael Nugent			City: Lexington KY 40507					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	IBM 2105-800	IBM 2105-800 SHARK STORAGE ARRAY		75-30322		1	10/1/2015	7	12A-12A	4 HOUR	\$355.00
2	2105-2125	IBM 8X146GB 10K DISK SSA160 (FC 2125)				4	10/1/2015	7	12A-12A	4 HOUR	\$208.00
<b>Shark Total: \$563.00</b>											



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Monthly Charge: \$2,190.00

Notes:

08/01/2015 - 07/31/2016	\$13,154.00
08/01/2016 - 07/31/2017	\$23,280.00
08/01/2017 - 07/31/2018	\$26,280.00

Jim Gray  
 Authorized Representative  
30 Aug 16  
 Date

[Signature]  
 Authorized Representative  
9/10/16  
 Date

Jim Gray, Mayor  
 Printed Authorized Representative: Lexington Fayette Urban County Govt

HOWARD  
 Printed Authorized Representative: Service Express, Inc  
VP FINANCE

\* 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.

**For Service Call: 1-800-940-5585**



# 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, in part or in its entirety, 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 Health Checks 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. Notwithstanding the foregoing, in the case of magnetic media, Customer may retain ownership of failed devices at Customer's discretion.
- (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 in 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) Access to all firmware and software updates fall under the relationship between the Original Equipment Manufacturer (OEM) or Authorized Partner and the rightful owner (Customer) of the equipment in question. While SEI cannot provide firmware or software updates, SEI is able to act as Customer's agent and assist with gaining access, obtaining, and applying all necessary updates.

## 6. CHARGES

- (1) CHARGES FOR MAINTENANCE SHALL BE INVOICED THIRTY (30) DAYS IN ADVANCE. PAYMENT OF THE APPLICABLE CHARGES IS DUE ON THE FIRST DAY OF THE MONTH IN WHICH SERVICE IS TO BE RENDERED.
- (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 anniversary date of this Agreement.

## 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 six (6) 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. INSURANCE

- (1) SEI shall carry occurrence based General Liability Insurance coverage and Prods/Com Ops coverage in amounts no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. SEI shall also carry \$5,000,000 in Technology & Information Professional Liability insurance. In addition, umbrella liability of no less than \$5,000,000 is carried in excess of General Liability coverage.
- (2) SEI shall carry Workers' Compensation/ Employer's Liability as required by the applicable state law; \$1,000,000 per employee, accident, and disease.
- (3) SEI shall carry Auto Liability insurance coverage for any hired and non-owned autos in an amount no less than \$1,000,000 with a combined single limit each accident for bodily injury and property damage.

## 9. 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 this Agreement shall prevail over the terms and conditions of any order submitted by Customer for maintenance services under 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 (1) year thereafter, neither party shall solicit the employment of any employee of the other party with whom such party has had contact in connection with the relationship arising under this Agreement. The foregoing prohibition shall not be applicable to an employee responding to the general advertisement of an open position by the other party.
- (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 Michigan.