



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website

or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term").

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct

damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Insurance Requirements. TS shall procure the following required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to Client prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and shall name Client as an additional named insured. Failure to comply with the insurance requirements shall place TS in default. Upon request by Client, TS shall provide copies of any insurance policies to Client within ten (10) working days. Client may periodically review the minimum limits of TS's policies for the required insurance coverage. In the event of a change in the minimum limits, TS shall inform Client of such change by giving written notice to Client no less than sixty (60) days prior to the effective date of such change. All said policy or policies shall provide that Client shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or material change or reduction in coverage.

a. Worker's Compensation Insurance. TS shall provide and maintain for all employees of TS engaged in work under this agreement Workers' Compensation insurance as required by Labor Code Section 3700. TS shall be responsible for Workers'

Workers' Compensation insurance as required by Labor Code Section 3700. TS shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this agreement.

b. Comprehensive General Liability Insurance.

Minimum coverage of \$1,000,000 combined single limit to include:

Premises/Operations
Independent Contractors
Products/Completed Operations
Blanket Contractual
Broad Form Property Damage Endorsement

c. Professional Liability Insurance

Minimum limit of \$1,000,000 per occurrence.

court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.8. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

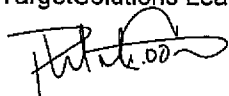
7.7. Severability. If any provision of this Agreement is found to be contrary to law by a

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

City of Redlands, California

TargetSolutions Learning, LLC

By:



Print Name

Philip Coons

Title

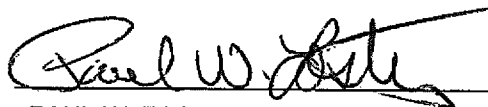
Regional Sales Director

Date

12/2/15

City of Redlands

By:



Print Name

PAUL W. FOSTER

Title

MAYOR

Date

DECEMBER 15, 2015

Attest:

By



Print Name

SAM IRWIN

Title

CITY CLERK

Date

DECEMBER 15, 2015

Schedule A

Proposal To:

City of Redlands, CA
ATTN: Rejo Mathew, Risk/Safety Analyst
35 Cajon St. Suite 10
Redlands, CA 92373
(909) 798-7514 Ext. 1728
rmathew@cityofredlands.org

Contact Name: Rejo Mathew, Risk/Safety Analyst

Client Address: 35 Cajon St. Suite 10, Redlands, CA 92373

Client Phone: (909) 798-7514 ext. 1728

Effective Date: December 16th, 2015

Term:

Pro-Rate year 1 term (6.5 months) with (2) additional annual terms with annual payments

Fee Schedule:

December 16, 2015 – July 1, 2016: \$14,142.65

Included in the fee above:

- \$45.00 per user license fee pro-rated down to \$24.37
- \$395.00 annual maintenance fee pro-rated (6.5 months) to \$213.95
- \$1,500.00 one-time set-up and implementation fee

July 2, 2016 – July 1, 2017: \$23,345.00 (\$22,950.00 + 395.00 annual maintenance fee)

July 2, 2017 – July 1, 2018: \$23,918.75 (\$23,523.75 + \$395.00 annual maintenance fee)

Coverage Details: 510 Licenses for all employees of the City of Redlands.

Each named department (General City, Fire & EMS, Law Enforcement, Water/Public Utilities) within the City of Redlands will have access to a TargetSolutions Risk Management platform; industry specific premium applications to be included. TargetSolutions OSHA, HR, Driving, Fire & EMS, Law Enforcement and Water/Public Utilities online courses will be available in each platform respectively.

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms