



## 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. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. 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. If Client chooses to participate by uploading its information to the Community Resources website 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 3<sup>rd</sup> 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"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

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.

6.3. **WORKPLACE SAFETY IS YOUR RESPONSIBILITY.** THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

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

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and

import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

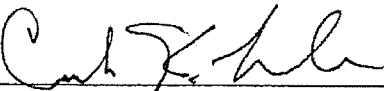
7.8. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

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

TargetSolutions Learning, LLC

4890 W. Kennedy Boulevard, Suite 300  
Tampa, FL 33609

Client Name: MARION COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA  
Address: 601 SE 25<sup>th</sup> AVE., Ocala, FL 34471

By: 

Printed Name: Carla K. Luke

Title: CFO

Date: 5/13/19

By: 

Printed Name: Mounir Bayoumes

Title: County Administrator

Date: 5-13-19

18C-020-CA-01

## **Schedule A**

(Attached)



## TargetSolutions Learning , LLC

4890 W. KENNEDY BLVD, SUITE 740  
TAMPA, FL 33609  
877.944.6372 - TOLL FREE  
858.592.6880 - DIRECT / 858.487.8762 - FAX

Account Manager: Ryan Aneson

Email: [ryan.aneson@vectorsolutions.com](mailto:ryan.aneson@vectorsolutions.com)

Phone: 858-617-8351

Schedule A

### DATE of SUBMISSION

4/10/2019

LICENSE TERMS: 10/23/2018 - 10/22/2019

Contract Renewal Proposal Exclusively Created for:

**Marion County Fire Rescue**

ATTN: Chief Rogers  
601 SE 25th Avenue  
Ocala, Florida 34471

TargetSolutions Online Training Platform License Customized Website, Administration Tools, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
TargetSolutions Platform (Premier) 2018/2019:	\$ 82.40	489	\$ 40,293.60
TargetSolutions Platform (Online Training - EMS) 2018/2019:	\$ 10.30	44	\$ 453.20

Total Annual Investment

\$ 40,746.80

Annual Maintenance Fee

\$ 300.00

1

\$ 300.00

TOTAL DUE ANNUALLY

\$ 41,046.80

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

TargetSolutions Learning contract proposal pricing is good for 30 days from Date of Submission listed above.


**TargetSolutions Learning , LLC**

4890 W. KENNEDY BLVD, SUITE 740  
TAMPA, FL 33609  
877.944.6372 - TOLL FREE  
858.592.6880 - DIRECT / 858.487.8762 - FAX

**Account Manager: Ryan Aneson**

Email: [ryan.aneson@vectorsolutions.com](mailto:ryan.aneson@vectorsolutions.com)
**Phone: 858-617-8351**
**DATE of SUBMISSION**

4/10/2019

**LICENSE TERMS:** 10/23/2018 - 10/22/2019

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# Community Resources Delivers Vast Collection of Fire Department Training Resources



August 1, 2017 · Company Blog

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- > TargetSolutions Releases



01:21



*TargetSolutions' Community Resources application contains a plethora of fire department training resources and allows users to easily access, utilize and share valuable tools with other community members.*

Are you looking for a training tool to present to your employees about how to improve functionality on the job? There's a resource for that!

Community Resources is a versatile file-sharing application that allows users to share and download valuable training tools anytime, anywhere.

With a rich arsenal of custom content and an encyclopedia of topics, community members are sure to be pleasantly surprised with what they find among the thousands of currently available resources inside TargetSolutions' online depository.

**TARGETSOLUTIONS**  
BY VECTOR SOLUTIONS

TargetSolutions' online depository includes: Community Resources' robust library of Solutions Company of Evaluations+™



- **Videos:** Training demonstrations, tutorials, documentaries and everything in between.
- **Webinars:** Includes a vast selection of presentations delivered from local organizations, industry websites, and TargetSolutions' how-to webcasts.
- **Policies:** Curious about a local policy? Interested in national training standards? Community Resources has it all.
- **Presentations:** Maybe it's a video, maybe it's a webinar, or maybe it's both. Upload, download, and integrate complete PowerPoint presentations with ease.
- **Links:** Did you find something useful on another website? Do you think others will enjoy it? Upload it into Community Resources and share the wealth.

Easily download, modify, and assign shared resources with just a few clicks of the mouse. Import any resource into your organization's File Center and modify if necessary before assigning to your employees through the Activities Builder. Be sure to rate resources so other community members can properly partake in the experience.

Some of the most viewed and highly rated pieces are promoted as a Resource of the Month and featured front-and-center on TargetSolutions' website. Past monthly selections include a series of videos that focus on **stress management for emergency responders**, a **visual demonstration of educating employees on back safety**, and a **video presentation of a firefighter suspected of alcohol abuse**.

*To see firsthand what types of fire department training resources are available, click the "Community Resources" tab inside TargetSolutions' online training management system. If you have any questions, please contact us today at (800) 840-8048.*

← Take Your ARFF Training to a Higher Level with TargetSolutions' Firefighter Training System

Program Aggressive  
Driving Online Course

TargetSolutions  
Bolsters Product Suite  
with Upcoming Release  
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