



Client Agreement

This Client Agreement (the "Agreement"), effective 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 acknowledges that its execution of this Agreement is not in consideration of the promise or anticipation of any future TSL product, feature, or functionality that is not included in the Services, and that Client is only purchasing the Services as described in this Agreement and any purchase order thereunder, or any addenda or amendments thereto.

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. 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 60 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, [SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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, and this Agreement does not convey to Client any rights of ownership to the same. TSL may use any and all suggestions, ideas, enhancement requests, feedback and recommendations given by Client to improve the Services and such use shall not be deemed to confer any property rights to the Services to the Client. 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 and Termination.

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"). This Agreement shall not be terminable without cause during the first 365 days of the Term, but thereafter may be terminated by either party without cause by either party giving 60 days' advance written notice of termination. In the event of termination without cause, Client will not be entitled to a refund of any fees already paid to TSL. Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"), subject to termination earlier by either party giving 60 days' advance written notice of termination. Upon termination for any reason and upon request by Client, TSL shall promptly, but no later than 30 days after termination, deliver to Client all data inputted by Client into the Services, in either PDF or database format as specified by Client.

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. **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. **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

Client Name: Waukesha Fire Department

Address: 130 W. St. Paul Ave. Waukesha, WI. 53188

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TargetSolutions

10805 RANCHO BERNARDO ROAD, SUITE 200
 SAN DIEGO, CA 92127-5703
 877-944-6372 - TOLL FREE
 858-592-6880 - DIRECT / 858-487-8762 - FAX

TS Sales Contact: David Farrar

[Email: david.farrar@targetsolutions.com](mailto:david.farrar@targetsolutions.com)

Phone: (773)294-1215

SCHEDULE A

CONFIDENTIAL

EFFECTIVE DATE		
4/18/2019		
LICENSE TERM:		12 months
Proposal To:		
Joseph Hoffman, Assistant Fire Chief		
130 W Saint Paul Avenue		
Fire Station 1		
Waukesha, WI 53188		
P:262-524-3668		
jwhoffma@wa	ukesha-wi.gov	

DESCRIPTION OF SERVICES	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
TargetSolutions Check It™ Front Line Apparatus - * 3 Engines, 2 Ladders, 5 Ambulances, 2 Technical Rescue Trucks (3/31/19-3/30/20)	\$ 150.00	12	\$ 1,800.00
TargetSolutions Check It™ Staff Vehicles/Reserve Apparatus* 1 command car, 2 Engines (reserve), 1 Ladder (reserve), 2 Ambulances(reserve), 2 trailers (tech rescue), 1 Command Post, 1 Boat w/, vehicles: 7 cars/pick-up trucks (3/31/19-3/30/20)	\$ 75.00	17	\$ 1,275.00
	TOTAL DUE: (Check It™ for 12 Main Front Line Apparatus & 17 Staff Vehicles/Reserve)		\$3,075.00

Notes: *Discounts towards Check It™ include reduced fee from \$200/main apparatus/year down to \$150/main apparatus/year and \$100/reserve apparatus and staff vehicles/year down to \$75/vehicle/year.

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 and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetsolutions.com/clients/client-resources/>

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