

## SCHEDULE A

**CONFIDENTIAL**



**TargetSolutions**

10805 Rancho Bernardo Road, Suite 200  
 San Diego, CA 92127-5703  
 877-944-6372 - Toll Free  
 858-592-7880 - Direct / 713-422-2695 Fax

DATE of SUBMISSION	
10/12/2015	
LICENSE TERMS:	60 Months Billed Annually

# Proposal To:

## Bryan Fire Department

Ricky Van  
 PO Box 1000  
 Bryan, TX 77803  
 (979) 209-5970  
 rvan@bryantx.gov

<b>TS Sales Contact: Robbi King</b>
<a href="mailto:robbi.king@targetsolutions.com">robbi.king@targetsolutions.com</a>
<b>Phone: 713-701-9298</b>

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

Description	Unit Price Per User	Quantity (# of Users)	Total
TargetSolutions Premier Platform 11/01/2015 - 10/31/2016	\$78.92	124	\$9,786.08
Premier Platform with LE Catalog 11/01/2015 - 10/31/2016	\$103.92	6	\$623.52
TargetSolutions Premier Platform 11/01/2016 - 10/31/2017	\$80.89	124	\$10,030.36
Premier Platform with LE Catalog 11/01/2016 - 10/31/2017	\$105.89	6	\$635.34
TargetSolutions Premier Platform 11/01/2017 - 10/31/2018	\$82.92	124	\$10,282.08
Premier Platform with LE Catalog 11/01/2017 - 10/31/2018	\$107.92	6	\$647.52
TargetSolutions Premier Platform 11/01/2018 - 10/31/2019	\$84.99	124	\$10,538.76
Premier Platform with LE Catalog 11/01/2018 - 10/31/2019	\$109.99	6	\$659.94
TargetSolutions Premier Platform 11/01/2019 - 10/31/2020	\$87.11	124	\$10,801.64
Premier Platform with LE Catalog 11/01/2019 - 10/31/2020	\$112.11	6	\$672.66
<b>Annual Maintenance Fee</b>	<b>\$395.00</b>	<b>5</b>	<b>\$1,975.00</b>
<b>One Time Set Up Fee</b>			<b>\$0.00</b>
<b>TOTAL OVER DUE 5 YEARS</b>			<b>\$56,652.90</b>

**NOTES: SFFMA Member. Department is current client who want the multi year discount. 124 Premier w/ 6 LE Users.**

\$10,804.60	Total price to be paid on 11/01/2015 = Users + Annual Maintenance
\$11,060.70	Total price to be paid on 11/01/2016 = Users + Annual Maintenance
\$11,324.60	Total price to be paid on 11/01/2017 = Users + Annual Maintenance
\$11,593.70	Total price to be paid on 11/01/2018 = Users + Annual Maintenance
\$11,869.30	Total price to be paid on 11/01/2019 = Users + Annual Maintenance

**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 Target Solutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:**

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



## Client Agreement

This Client Agreement (the "Agreement") is by and between TargetSolutions, Inc. ("TS"), a California corporation, and the undersigned registered user ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

### 1. Services. TS shall provide the following services:

1.1. Access. TS 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. TS 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 TS's control.

1.3. Help Desk. TS 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 shall be increased by 2.5% per year 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 accordance with 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 in accordance with the Texas Prompt Payment Act. 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"). 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.

### 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 the last date set forth below.

Target Solutions, Inc.  
10805 Rancho Bernardo Road, Suite 200  
San Diego, CA 92127-5703

Bryan Fire Department  
PO Box 1000  
Bryan, TX 77803

By:

By:

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Jeff Oathout  
Area Director of Sales

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Randy McGregor  
Fire Chief

Date:

Date:

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