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TARGETSOLUTIONS (FORMERLY TARGETSAFETY dba TARGETSOLUTIONS) WEB SITE'S "TERMS OF USE" INTERACTIVE SERVICE AGREEMENT WITH AND LICENSE FOR GLENDALE FIRE DEPARTMENT

Date of Revision: October 30, 2012

Welcome to the TargetSolutions, Inc. company web sites, including TargetSolutions.com and various derivatives of www.TargetSafety.com, www.PreventionLink.com, and www.TargetSolutions.com, the company's proprietary web-based platform. These Web Sites Terms of Use (the "Agreement") constitute a legally binding agreement made by and between TargetSolutions, Inc. (collectively, "we", "us", or "TargetSolutions") and the users of all of our web sites, whether personally or on behalf of an entity ("you"). This Agreement governs your use of all of the TargetSolutions web sites (collectively, the "Web Sites") and the course content, services and limited support offered and provided by TargetSolutions on the Web Sites (collectively, the "Services"), so please read it carefully.

You accept that workplace safety, the management and mitigation of risks, compliance, communication and all other services supported by the applications and content contained in the Site are your responsibility. That duty cannot be delegated to TargetSolutions and TargetSolutions accepts no delegation of that duty. TargetSolutions will assist you by providing specific services for which you have requested. All warranties are defined in this agreement and TargetSolutions undertakes no obligations other than those set out in this agreement. Read the terms and conditions of this agreement carefully before using any content or services.

Provisions for All Individuals and Organizations Accessing TargetSolutions' Web Sites

PLEASE NOTE THAT BY ACCESSING OR USING OR ACCEPTING ANY PART OF THE WEB SITES OR THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE DISPUTE RESOLUTION PROCEDURE. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE WEB SITES OR THE SERVICES. TARGETSOLUTIONS RESERVES THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITES AND/OR THE SERVICES CONSTITUTES ASSENT TO ANY NEW PROVISIONS OF THIS AGREEMENT THAT MAY BE POSTED ON THE WEB SITES IN THE FUTURE.

1. Using the Web Sites.

a. **Eligibility.** Except as expressly provided below, certain services may only be used by, and registered user status is limited to, individuals who can form legally binding contracts under applicable law ("Registered Users"). Without limitation, minors are prohibited from becoming Registered Users. References in this Agreement to "users" include Registered Users only.

b. **User Registration.** To become a Registered User, you must create an account with TargetSolutions through the online registration process on the Web Sites. In some cases, and only at your organization's request, TargetSolutions may create an online registration for you or groups of users. In other cases, your organization may register you. If you create an account, you must provide with accurate and complete registration information, as prompted in the registration form. You should promptly update your online profile if any of this information changes. If someone else completes an online registration for you, you should review and update your online profile.

c. **Passwords.** If you create an account you will be asked to choose a password. If your account was created for you, you will be asked to create a new password. You must keep your password confidential. You will be responsible for all uses of your password and account, including, without limitation, any use by any unauthorized third party. You must notify TargetSolutions immediately if you believe your password or account has been obtained, or may be accessed or used by, any unauthorized person or entity. In addition, you must notify TargetSolutions immediately if you become aware of any other breach or attempted breach of the security of the Web Sites. For security purposes, TargetSolutions recommends that you change your password often.

d. **Scope of Usage Rights.** The right to use the Web Sites does not necessarily include access to all of the software, course content, services and support provided and licensed by TargetSolutions to its "Clients" for a fee. "Clients" are organizations or business enterprises that independently contract directly with TargetSolutions on behalf of select groups of Registered Users for access to TargetSolutions services for a fee.

e. **License to use.** As a Registered User, TargetSolutions grants you a non-exclusive, non-transferable personal license for individual use of the Services during the term of your service agreement. TargetSolutions warrants that the services provided to you by TargetSolutions hereunder shall be performed in a competent manner, consistent with industry standards.

2. **Content Posted by You or Others in Your Organization.**

a. **Objectionable Content.** Due to the amount of user-generated content, TargetSolutions may not have the ability to control the nature of the content presented by users on or through the Web Sites. You are solely responsible for your interactions with other users of the Web Sites and any content that you post. TargetSolutions is not and will not be liable for any damage or harm resulting from any of the Web Sites' users' content or your interactions with other users of the Web Sites. TargetSolutions reserves the right, but has no obligation, to monitor interactions between you and other users of the Web Sites and to take any other action to restrict access to or the availability of any material we or another user of the Web Sites may consider to be obscene, lewd, lascivious, violent, harassing, defamatory, infringing, abusive, inflammatory, vulgar, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable (including, without limitation, because it violates this Agreement).

b. **Prohibited Content.** You may not post, submit or transmit any content that: (i) is libelous, defamatory or slanderous; (ii) advocates the violent overthrow of the government of the United States; (iii) incites, encourages or threatens immediate physical harm against another; (iv) presents an immediate and genuine danger to another person or entity; or (v) violates any applicable law, regulation, or rule.

3. **User Conduct.**

In, or as a result of, your use of the Web Sites and the Services, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any party, or upload, post, transmit, share, store or otherwise make publicly available on the Web Sites any private information of any third party or any information that would encourage or provide instructions for an unlawful activity; (ii) disrupt or interfere with the security or use of the Services, the Web Sites, or any web sites linked to the Web Sites; (iii) interfere with or damage the Web Sites or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (iv) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) TargetSolutions, federal, state, or municipal government,; or create or use a false identity; (v) attempt to obtain unauthorized access to the Web Sites or portions of the Web Sites that are restricted from

the access granted to you; (vi) engage, directly or indirectly, in transmission of spam, chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users (including e-mail addresses or other contact information) without their express consent or other information relating to the Web Sites or the Services; (viii) use any meta tags or any other hidden text utilizing TargetSolutions' name, trademarks, or product names in any manner and in any place; (ix) advertise, offer to sell, or sell any goods or services unless specifically authorized by TargetSolutions in writing; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Web Sites or Services; (xi) upload, post, transmit, share, store or otherwise make available any videos that are of a personal nature, and which are original art or animation (including any audio or music that is part of the video); or (xii) assist any third party in engaging in any activity prohibited by this Agreement.

4. Registered Users.

Registered Users may download and/or copy content or information displayed on the Web Sites for personal use only, provided that all copyright and other notices contained therein are maintained, or to further the business purposes of TargetSolutions "Clients". "Clients" are organizations or business enterprises that independently contract directly with TargetSolutions on behalf of select groups of Registered Users for access to TargetSolutions services for a fee. Copying, sharing, publishing, displaying, and/or preparing derivative works of any content or information from the Web Sites, in any form or by any means, for other than personal (non-commercial) use, or to further the business purposes of TargetSolutions contracted Clients, is expressly prohibited without prior written permission from TargetSolutions or the owner of the copyrighted content.

5. Privacy Policy.

You agree to comply with the terms of TargetSolutions' Privacy Policy (http://www.TargetSolutions.com/newsite/privacy.htm), which is incorporated by reference into this Agreement.

6. Intellectual Property Rights.

a. Copyright. Except for content and materials owned by you or by other Registered Users and uploaded onto TargetSolutions' web sites, all materials on the Web Sites and used in the Services, including without limitation, the TargetSolutions logo, designs, text, graphics, information, content, data, images, audio, video, applications, software, metadata, compilations, graphical user interfaces,
other files, and the selection, arrangement and organization thereof are either owned by TargetSolutions or are the property of TargetSolutions' suppliers or licensors. Except for your own user content that you legally post on the Web Sites, or for contributed content specifically made available to the general community in the TargetSolutions' Community Resource Center, and except for the limited use granted to Registered Users set forth above in Paragraph 4, no Web Sites' content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, or transmitted, in any form or by any means, in whole or in part, without our prior written permission. No Web Site content may be sold, copied, reproduced, used for derivative works, or used for any commercial purposes. Provided that you are using the Web Sites as a Registered User, you are granted a limited license to access and use the Web Sites and the Services and to download or print a copy of any portion of the Web Sites' content to which you have properly gained access solely for your personal, non-commercial use, or to further the business purposes of TargetSolutions Clients, as defined in Paragraph No. 4 above, provided that you do not alter or delete any trademark, copyright, or other proprietary notices. Except for your own user content, you may not upload, republish, copy, display, or make derivative works from our Web Sites' content on any Internet, Intranet or Extranet site or use the information in any other database or compilation; and any other use of our Web Sites' content is strictly prohibited. Your license is subject to this Agreement and does not permit use of any data mining, robots, scraping or similar

data gathering or extraction methods. Any use of the Web Sites or the Content or Services beyond the scope of the license granted above is prohibited. Copyright © 2008-2010 TargetSolutions. ALL RIGHTS RESERVED.

b. **Trademarks.** TargetSolutions, the TargetSolutions logos, and the other TargetSolutions product names, tag lines, logos, page headers, custom graphics, button icons, and scripts shown on the Web Sites are trademarks or trade dress of TargetSolutions. Any use by you of such trademarks and trade dress is for the sole benefit of TargetSolutions and all goodwill generated by such use will inure to TargetSolutions. If you refer to TargetSolutions' trademarks or logos, you must include appropriate attribution to TargetSolutions. All other trademarks, trade names and the like that appear on the Web Sites or in the Services are the property of their respective owners. You may not use (including as part of a domain name) any of these trademarks, trade dress, or trade names without express permission.

c. **Ownership and Use.** TargetSolutions retains ownership of its intellectual property rights and you do not obtain any rights therein by virtue of this Agreement or otherwise. Except for use on the Site or authorized in Section 6 above, you have no right to use, copy, display, perform, publish, create derivative works from, create new works or abstracts from, distribute, have distributed, transmit, or sublicense materials or content available on the Web Sites or through the Services, except as expressly set forth in this Agreement. Notwithstanding the foregoing, you may use the content and materials on our Web Sites and available through our Services in the normal course of your use of the Web Sites and the Services. You may not use any third-party intellectual property without the express written permission of the applicable third party, except as permitted by law.

d. **Your Content.** Except for the material described in the "Suggestions" section below, to which we will obtain ownership, TargetSolutions will not acquire an ownership interest in the materials you post, input or submit to the Web Sites unless you specifically elect to share such materials, and then TargetSolutions will acquire the non-exclusive license as set forth in Section 9 below.

7. **Fees and Payment.**

Some of the Services may require payment of fees, either now or in the future. You agree to pay all applicable fees, as described on the Web Sites or in your written proposal or in your written agreement if one exists in connection with such Services selected by you. TargetSolutions reserves the right to change its pricing and to institute new charges at your annual renewal date.

8. **Linking and Framing.**

During the term of your service agreement, you may create a plain text hyperlink to TargetSolutions's Web Sites provided that neither you nor the link portrays TargetSolutions or any of its products and services in a false or disparaging manner or suggests sponsorship, affiliation or endorsement by or with TargetSolutions. TargetSolutions may, at its discretion, revoke this permission at any time for breach of this Agreement. You may not "frame," inline link, or similarly display any TargetSolutions content or property, including, without limitation, the Web Sites. You may not use any TargetSolutions logo or other of its trademarks as part of the link without express written permission.

9. **License Granted to TargetSolutions by Individuals or Organizations Accessing TargetSolution's Community Sharing Services.**

By posting, storing or transmitting any content on or to the Web Sites, you hereby: (i) grant to TargetSolutions and its licensees, and represent and warrant that you have the right to grant, a perpetual, worldwide, non-exclusive, royalty-free, fully paid up, transferable, sub-licensable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose, commercial, advertising, or otherwise, and (ii) agree that the content is subject to being changed, rejected, or deleted

without notice or explanation to you. You hereby irrevocably waive any claims based on moral rights, if any. This will not change the protection under the law for any material which is clearly marked as copyright.

10. DMCA Copyright Policy and Copyright Agent.

TargetSolutions respects the intellectual property rights of others and expects its users and contributors to do the same. TargetSolutions may remove or disable access to content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, TargetSolutions, in its sole and absolute discretion, may terminate the accounts or registrations of users who infringe the intellectual property rights of others within the TargetSolutions.com network. If you believe that a user of the Web Sites or the Services has infringed your intellectual property rights, please notify TargetSolutions' Copyright Agent, and provide the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right; (b) an identification of the intellectual property claimed to have been infringed; (c) a detailed description of the material that you claim is infringing, so that we may locate it, including the URL where the infringing material appears; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property rights owner, its agent, or the law; and, (f) a statement by you, made under penalty of perjury, that the foregoing information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

If you have had content removed because there has been a Notification of Copyright Infringement pursuant to the Digital Millennium Copyright Act (as described above) you may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, you must provide a written communication that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Therefore, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To submit your Counter Notification to us please provide the following information:

(a) Identify the specific URLs or other unique identifying information of the material to which TargetSolutions has disabled access or removed;

(b) Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction to the Federal District Court for the judicial district in which your address is located (or San Diego County, California if outside of the United States), and that you will accept service of process from the person who provided notification or an agent of such person;

(c) a signed by you under penalty of perjury, that you have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown.

TargetSolutions' Copyright Agent can be reached at:

Copyright Agent
TargetSolutions.com, Inc.
10805 Rancho Bernardo Rd., Suite 200
San Diego, CA 92127
USA

Phone: (858) 376-1630
Fax: (858) 487-8762

E-mail: copyright@TargetSolutions.com

11. Representations and Warranties.

a. By Each Party. Each party represents and warrants to the other party: (i) that it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations or rules, and (iii) this Agreement constitutes legal, valid and binding obligations of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

b. By You. You represent and warrant to TargetSolutions that: (i) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of TargetSolutions or of any third party in your use of the Web Sites or the Services, and (ii) you will comply with all applicable laws, rules and regulations in your use of the Services and the Web Sites, including this Agreement.

12. Indemnification.

You agree to hold TargetSolutions and its employees, representatives, agents, attorneys, affiliates, directors, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this agreement.

13. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

a. DISCLAIMER OF WARRANTIES. TARGETSOLUTIONS PROVIDES THE WEB SITES AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TARGETSOLUTIONS DOES NOT REPRESENT OR WARRANT THAT THE WEB SITES OR SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. TARGETSOLUTIONS MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

b. **THIRD PARTY SERVICES.** THE THIRD-PARTY LINKS, SERVICES, GOODS, RESOURCES AND INFORMATION THAT TARGETSOLUTIONS PROVIDES ON OR MAKES AVAILABLE THROUGH THE WEB SITES, INCLUDING, WITHOUT LIMITATION, THOSE AVAILABLE THROUGH THIRD-PARTY ADVERTISEMENTS, ARE NOT CONTROLLED BY TARGETSOLUTIONS. ACCORDINGLY, TARGETSOLUTIONS MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, RESOURCES, AND INFORMATION, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY PLUS WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SERVICES, RESOURCES OR INFORMATION.

c. EXCLUSION OF DAMAGES. TARGETSOLUTIONS AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR MEMBERS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS,

LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF THE WEB SITES OR SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. **LIMITATION OF LIABILITY.** IN NO EVENT WILL TARGETSOLUTIONS' LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE WEB SITES, OR THE SERVICES EXCEED THE CONSIDERATION PAID BY YOU FOR CONTENT AND SERVICES UNDER THIS AGREEMENT.

14. Force Majeure.

TargetSolutions will not be liable for failing to perform under this Agreement by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to TargetSolutions to perform, fire, terrorism, natural disaster or war.

15. Dispute Resolution.

Any claim or controversy of whatever nature, including but not limited to the issue of arbitrability, arising out of or relating to this Agreement or the breach of it, shall be resolved by the dispute resolution procedures set forth below, including final and binding arbitration, if necessary. It is the intent of the parties that any dispute be resolved informally and promptly through good faith negotiation between employees of the parties or their supervisors. The parties therefore agree that should any dispute or controversy arise, the following steps toward resolution will immediately be taken:

I. Correspondence. (a) Either party may initiate negotiation proceedings by sending a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the contract that are involved, and a suggested resolution of the problem. (b) The recipient of the letter must respond within ten (10) calendar days with an explanation and response to the proposed solution.

II. Negotiation. If correspondence does not resolve the dispute, then the authors of the letters or their representatives shall meet on at least one occasion and attempt to resolve the matter. The meeting should be at a place selected by the parties, and should they not agree, then at the nearest office of TargetSolutions, Inc. Should this step not produce resolution, then the parties agree to mediation as provided below.

III. Mediation. If the controversy is not resolved by informal negotiation within twenty (20) calendar days or any mutually agreed extension of time from the first meeting between the executives, then the case shall be referred to the nearest office of the American Arbitration Association under its Commercial Mediation Rules for mediation. Mediation shall consist of an informal, nonbinding conference or conferences between the parties and the mediator jointly, then in separate caucuses in which the mediator will seek to guide the parties to a resolution of the case. The parties may select any mutually acceptable member from the panel of the American Arbitration Association under its Commercial Mediation Rules. If the parties cannot agree or have no particular choice of mediator and simply request that the American Arbitration Association under its Commercial Mediation Rules assign one to the case, then a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom shall strike one name leaving the remaining name as the mediator. If more than one name remains, the administrator of the American Arbitration Association under its Commercial Mediation Rules will choose the mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

SECTION II ("Negotiation") and SECTION III ("Mediation") of this agreement are deemed arbitration clauses for the purpose of enforcing compliance with their provisions. Any party to this agreement may seek compliance

with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceeding shall be entitled to the court's order for payment of attorney's fees and costs.

IV. Should any disputes remain or exist between the parties after completion of the two-step resolution process set forth above, then the parties shall promptly submit any dispute, claim or controversy arising out of or relating to this agreement including, but not limited to, any matter with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this agreement, to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Either party has the right to submit any dispute to arbitration thirty (30) days after the mediator notifies the party in writing of a finding that there is no possibility of resolution through mediation as set forth above. If the dispute goes to arbitration, each party may select one arbitrator, and the two arbitrators so selected will jointly select a third arbitrator. The arbitration proceeding is to be held in Glendale, Arizona. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of the state in which the arbitration is held. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on the award.

16. Changes to the Web Sites or Service.

TargetSolutions may, in its sole discretion, change, modify, or make improvements to any aspect of the Web Sites or the Services, temporarily or permanently, at any time without notice to you, and TargetSolutions will not be liable for doing so.

17. Term and Termination.

The subscription license period shall have a term of twelve (12) months from date of acceptance (or purchase) unless otherwise specified in your written proposal or written agreement if one exists. Thereafter, the Services shall terminate, unless TargetSolutions grants a renewal of this Agreement to you. TargetSolutions will have the right in its sole discretion, to terminate your account or your access to the Web Sites or Services for any of the following reasons: (i) your breach of any part of this Agreement, or (ii) the failure to extend any term or Renewal Term. You may terminate your profile or your account for any reason at any time by providing notice to TargetSolutions of your intention to do so, subject to this Agreement. If your account is terminated, TargetSolutions may, in its sole discretion, delete any comments, web sites, files, graphics or other content or materials relating to your use of the Web Sites or Services on TargetSolutions' servers or otherwise in its possession or control. Following termination, you may not be permitted to use the Web Sites or the Services without first obtaining TargetSolutions' consent. If your account or your access to the Web Sites or Services is terminated, TargetSolutions reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Sites or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. Provisions of this Agreement that survive termination are ownership of content and services provisions and intellectual property rights thereto, disclaimers, exclusions and limitations of liability.

18. Notices and Electronic Communications.

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, or (iii) overnight courier. If you give notice to us you must use the address shown in Section 7. If TargetSolutions provides notice to you, we will use the contact information provided by you to us. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery by U.S. mail, on the date of receipt appearing on a return receipt card, or (iii) if by overnight courier, on the date receipt is confirmed by such courier service.

19. Suggestions.

You agree that any suggestions, ideas, product uses and potential uses, product ideas, feedback or other information about the Web Sites, the Service, or our products or services ("Suggestions"), provided by you to us are non-confidential to you and shall become by virtue of the transmission to us, to the Web Sites, or to the Service the sole property of TargetSolutions. We will own all of the rights, exclusively, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

20. Integration.

If this Agreement is inconsistent with any Agreements between the parties, this Agreement shall control. This Agreement contains the entire understanding between you and TargetSolutions regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between us, whether oral in writing, regarding its subject.

21. Additional Terms.

This Agreement is binding upon each party hereto and its successors and permitted assigns, and shall be governed by and construed in accordance with the laws of the State of Arizona and Maricopa County without reference to the conflict of law principles thereof. We both agree that all actions or proceedings arising in connection with this Agreement shall be arbitrated in accordance with the Arbitration provision of this Agreement exclusively in Maricopa County, Arizona, or in the event the matter is for any reason litigated, tried and litigated exclusively in the state or federal courts located in Maricopa County, Arizona. This choice of venue (for both arbitration and litigation) is intended by the both of us to be mandatory and not permissive in nature, and to preclude the possibility of arbitration or litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. We both waive any right either of us may have to assert the doctrine of forum non conveniens or similar doctrine or to object to the venue with respect to any proceeding brought in accordance with this Section. This Agreement and all of your rights and obligations under it is not assignable or transferable by you without the prior written consent of TargetSolutions. No failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. You and TargetSolutions are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. The invalidity or unenforceability of any provision of this Agreement will not invalidate any other provision of this Agreement, all of which will remain in full force and effect. If you reside in or are subject to the laws of a jurisdiction anywhere in the world whose common, statutory, regulatory, or codified law would void this Agreement in whole or in any essential part (the essential parts being at least, but not only, the exclusive venue and exclusive remedy provisions, and the warranty disclaimers), or which make accessing the Web Sites or using the Services illegal, you do so entirely at your own risk.

22. Addendum

TargetSolutions agrees to the terms set forth in the attached Addendum relating to Immigration Law Compliance, Prohibition on business operations in Iran, Sudan, and conflicts

Approved By

Print Name

Horatio Skeete

Title

Acting City Manager

Date

November 15, 2012

Approved by TargetSolutions

Thomas Woodward, Executive Vice President

Date

11-26-2012

ATTEST:

City Clerk

Approved as to form:

Craig Tindall
City Attorney

ADDENDUM

TargetSolutions further agrees as follows:

I. Immigration Law Compliance.

A. TargetSolutions, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal Immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C. City of Glendale ("City") retains the legal right to inspect the papers of TargetSolutions or subcontractor employee who performs work under this Agreement to ensure that TargetSolutions or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, TargetSolutions shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. TargetSolutions agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.

E. TargetSolutions agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. TargetSolutions also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

F. TargetSolutions' warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

II. Prohibitions. TargetSolutions certifies under A.R.S. §§ 35-391 *et seq* , and 35-393 *et seq* , that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

NOTHING FOLLOWS