



Master Hosted Products License Agreement
360training.com, Inc. ("360")
&
City of Glendale, Arizona ("COMPANY")

This Agreement, together with the appendices, contain the terms and conditions under which 360training.com, Inc. ("360") shall license to City of Glendale, Arizona ("COMPANY") the web-based training program and other purchased services described in Appendix A ("the Product"), for the term set forth therein, commencing on 28th day of May, 2014

The agreement consists of this Base Agreement and the following Appendices:

Table with 3 columns: Appendix label, Description, and checkbox. Row 1: Appendix A, Business Terms, [X]. Row 2: Appendix B, Implementation Plan, [X]. Row 3: Appendix C, Technical Support & Maintenance, [X].

COMPANY's Agreement will contain only those Appendices checked above.

DEFINITIONS

In this Agreement the following definitions apply

"Agreed Service Level" means the levels of performance and Hosted Services to be provided by 360 to COMPANY,

"Agreement" means this Agreement, the Appendices and any Amendments or Addendums thereto,

"Author" means end-users of the system with rights to upload raw content assets (movie clips, audio clips, text, images, etc) and aggregate these raw content assets into courses using the Learning Content Management System (LCMS)

"Authorized Contacts" means those individuals from COMPANY authorized to request additional work or services from 360 or are responsible for contacting 360training's Support organization. Authorized Contacts are listed on Appendix A, attached hereto

"Control Panel" means the control panel or web site provided by 360 in support of the Hosted Services provided to COMPANY,

"Hosted Services" means providing the Software with remote access via 360 servers,

"LCMS" mean the 360 Learning Content Management System (360 LCMS or LCMS) is a product that 360 licenses to create, alter or otherwise modify and publish content or courses

"Learner" means end-users of the system registered either with a company or as an individual entitled to participate with the intent of learning via a curriculum or a course. LICENSEE shall also be considered a Learner for the purposes of this Agreement with limited rights, access and terms

"Learner Data" means any personal identifying information that a Learner inputs into the LMS that is used to identify such individual and track progress through the course materials and where applicable provides identification to report course progress and/or completion to third party regulatory agencies

"LMS" means the Learning Management System (LMS), a product that 360 licenses to register, enroll and track learner progress within a course

"Passwords" means those words given to COMPANY by 360 which control COMPANY'S access to certain Hosted Services,

"Product" means web-based training packages produced by 360 as specified in Appendix A 360 reserves the right to change courses or products licensed

under this Agreement as these offerings are updated, deleted or amended by 360.

"Product Documentation" means written documentation in hard or soft copy format describing the features, technical requirements, installation, set-up, administration functions and use of 360 Products.

"Professional Services" means the services to be provided to COMPANY as specified in Attachment B attached hereto,

"Scheduled Downtime" means the time the Hosted Services are unavailable because of scheduled maintenance,

"Service Disruption" means any disruption in the Hosted Services which causes a failure to meet the Agreed Service Level as a result of any failure of the Hardware, Software or 360 personnel who provide the Hosted Services and which does not result from (a) any breach by COMPANY of this Agreement, (b) a force majeure event or any Suspension Event as defined herein

"Software" means the computer software program(s) provided by 360 in connection with the Hosted Services included in the Product,

"Training Materials" means any user documentation, proprietary information, or other materials disclosed or provided to any Learner in connection with the Training.

"User" means any individuals and businesses that access the Internet web site(s) hosted on the Hardware in connection with the Hosted Services

1. LICENSE AND RESTRICTIONS ON USE OF THE PRODUCT

360 grants to COMPANY a non-exclusive, non-transferable license to use the Software under the terms of this Agreement Except as provided below or as may otherwise be expressly agreed in writing, COMPANY is not permitted to sub-license or assign any rights granted hereunder to any third party The Product may only be used for the COMPANY'S own internal business purposes and training COMPANY shall not directly or indirectly, nor through a third party do any of the following

- a. copy the Software or any part thereof,
b. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from the Software,
c. write or develop any derivative or other software program(s) based in whole or in part, upon the Software or any of 360's confidential information, or

- d. lend out the Software or the Product, in whole or in part, either on loan, rent, lease, or gift, nor in any manner supply the Software or the Product, in whole or in part, to any third party.

## 2 TRADEMARKS, TRADENAMES AND COPYRIGHT

- a. COMPANY acknowledges that 360 has the exclusive right, title, and interest in and to 360's marks and copyrighted materials (Protected Material). COMPANY shall not in any way represent that it has ownership of the Protected Material or materials or registration thereof. COMPANY shall not, and shall not cause any other party to in any way contest, impair or intend to impair, any mark or right or interest in any Protected Materials. COMPANY shall at no time adopt or use, without the prior written consent of 360, any work or mark which is similar to, or likely to be confused with, the marks of 360. The obligations of this provision shall survive termination of the Agreement.
- b. In addition to all other available remedies, 360 is entitled to seek injunctive relief against any breach of this Article, and seek any other relief that any court with jurisdiction may deem just and proper for such breach.

## 3 OWNERSHIP OF OUTPUT

COMPANY shall be the sole owner of the tangible output resulting from the Product, but 360 does not, by the terms of this Agreement, or otherwise, transfer to COMPANY any right, title or interest in the know-how, techniques, concepts, ideas, inventions, software, methodologies, techniques, copyrights, trade secrets or other proprietary rights owned by 360training.com, Inc. whether or not used in creating such tangible output, other than to the extent expressly provided for in this Agreement.

## 4 TERM OF THIS AGREEMENT AND TERMINATION

- a. The initial term of the Agreement shall begin at 12 01 am on the Effective Date and continue for thirty six (36) months and thereafter will be renewed for successive twelve (12) month periods, unless otherwise terminated in accordance with the terms and conditions of this Agreement.
- b. Either party may terminate the Agreement at the end of the initial term or any time thereafter, by giving ninety (90) days prior written notice to the other party.
- c. Either party may terminate elective services described in the Appendices without terminating this Agreement or any other elective service(s), by giving ninety (90) days prior written notice to the other party.
- d. If either party fails to comply with, or perform when due, any material term or condition of the Agreement the other party shall notify the defaulting party of its default in writing and the defaulting party shall have thirty (30) days to cure the default. If the default is not cured within thirty (30) days, the non-defaulting party may then declare, in writing and without further notice, that the Agreement is terminated.
- e. The Agreement or any Appendix shall terminate immediately, upon written notice by either party, in the event of passage of a law, promulgation of a regulation or action or investigation by any regulatory body which would prohibit or materially and/or adversely affect the Agreement or any Appendix, the relationship between the parties, or the operations of either party with regard to the subject of the Agreement.
- f. Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the date of such termination.

## 5 SALE OF LICENSED BUSINESS UNITS

If COMPANY sells or otherwise transfers substantially all of the assets or ownership of the business unit(s) or parts thereof which utilize the Software, then COMPANY shall have the right to transfer and assign all (but not part) of its rights under this Agreement and any then existing further work orders relating thereto to the transferee, provided the transferee unconditionally agrees in writing to all of the terms and conditions of this Agreement and any appendices or attachments

hereto and promptly after such transfer provides 360 with a signed copy of such writing. No such transfer of rights under this Agreement shall be effective unless and until such writing is received by 360. Upon such transfer becoming effective 360 shall provide maintenance and support to such transferee to the extent, if any, provided for in this Agreement, and if not so provided, then on 360's then current terms and conditions.

## 6 PAYMENT

- a. The fees payable hereunder as described on Appendix A shall be mailed within thirty (30) days from receipt of 360's invoice unless otherwise agreed in writing.
- b. All fees quoted to COMPANY for the provision of the Services by 360 are exclusive of any sales tax.
- c. The fees and all other amounts due under the Appendices shall be paid by COMPANY by the due date. Payment shall only be deemed received by 360 upon receipt of cleared funds. All uncontested payment shall be made in full without any abatement, set off or deduction on any grounds.
- d. Time is of the essence of this Agreement as to all amounts due from COMPANY. 360 shall be entitled to recover from COMPANY any and all expenses incurred by 360 in recovering overdue amounts.

## 7 SOFTWARE AND HOSTED SERVICES WARRANTIES

- a. COMPANY acknowledges that the software in general is not error-free and agrees that the existence of errors in the Software shall not constitute a breach of this Agreement.
- b. If the Product is, or becomes, defective so as to adversely affect COMPANY'S use of the Product and COMPANY reports such defect to 360 within the first ninety (90) days after the date on which the Product is delivered to and received by COMPANY (the "Warranty Period"), 360 shall either: (1) refund the license fee, or (2) correct such defect by patch or new release at no cost to COMPANY. Provided however, that 360 shall not be obligated to refund the license fee nor to correct the defect where the defect is due to: (a) any modification, variation or addition to the Product by someone other than 360 personnel; or (b) incorrect use, abuse or corruption of the Product, or (c) use of the Product with other software, or on equipment, either of which is incompatible with the Product. 360 shall not be responsible for any non-performance of the Software on COMPANY'S hardware unless there is a material error in the Software which has caused such non-performance. 360 shall carry out the Hosted Services with reasonable skill and care. Upon receipt by 360 from COMPANY of notification of any Service Disruption, 360 shall use its best efforts to rectify such Service Disruption as soon as reasonably practicable.
- c. 360 represents to COMPANY that 360 has the requisite personnel, competence and legal right to provide the Hosted Services to COMPANY. 360 shall use reasonable efforts to provide the Hosted Services in accordance with the desired delivery date, however, time of provision of the Hosted Services shall not be of the essence. If, at any time, COMPANY reasonably considers that the Hosted Services do not meet the Agreed Service Levels then COMPANY shall immediately notify 360 and provide details of the same. 360 shall use its best efforts to rectify any failure of the Hosted Services to meet the Agreed Service Levels (except where such failure is due to the occurrence of any Suspension Event as defined in Paragraph 8 below) as soon as reasonably practicable.
- d. 360 hereby warrants that the Product will not infringe upon or violate the copyright, patent, trade secret, and other proprietary rights of any third person and that 360 owns the Product and has the full right to grant the license to COMPANY as provided for in this Agreement.
- e. 360 further warrants that no Open Source Software has been used to develop the Software and no Open Source Software has been delivered with the Software, either as incorporated, embedded, or otherwise integrated into or with the Software or along with the Software on a stand-alone basis.

- f. Except as otherwise expressly provided in this Agreement, 360 disclaims all express or implied warranties, including implied warranties of merchantability and fitness for a specific purpose. The warranties set out herein are exclusive and in lieu of all others and no variation will be effective except where expressly agreed to in a writing signed by an officer of 360 and expressed to be an agreed variation to these terms and conditions.

## 8. COMPANY'S OBLIGATIONS

COMPANY agrees that:

- a. it will provide 360 access to its office accommodations, facilities and equipment, will provide complete and accurate data and will reasonably assist and cooperate with 360. If any of the aforementioned items essential to the performance of the Hosted Services by 360 are not timely provided 360 shall so inform COMPANY in writing and COMPANY shall promptly remedy the matter.
- b. it shall supervise and control the use of the Product in accordance with the terms and conditions of this Agreement
- c. it shall immediately notify 360 if COMPANY becomes aware of any unauthorized use of all or any of the Hosted Services, Software and/or Hardware
- d. it shall make reasonable efforts to ensure that all Passwords are kept confidential, used properly and not disclosed to unauthorized people. If COMPANY has any reason to believe that any Password has become known to someone not authorized to use it or if any Password is being or is likely to be used in an unauthorized way or if any other breach of security occurs COMPANY shall inform 360 immediately.
- e. it shall be liable for all activities conducted and charges incurred under its Passwords whether authorized by COMPANY or not. COMPANY acknowledges that 360 shall not be liable for any loss of confidentiality or for any damages arising from COMPANY'S failure to comply with the terms of this Agreement
- f. it shall not share, re-sell or attempt to share or re-sell the Hosted Services or Software
- g. it shall not transfer or attempt to transfer this Agreement or any rights hereunder, other than as expressly provided for in this Agreement
- h. it shall not permit any third party to use and/or access the Hosted Services or Software or the Product, in whole or part, for any purpose, other than as expressly provided for in this Agreement

## 9. UPGRADES

No provision of this Agreement is to be construed as obligating 360 to provide any upgrade(s), software patch or patches, modification(s), enhancement(s) or new version(s) of the Product to COMPANY except as set out in Paragraph 7, or unless expressly agreed to in writing and signed by an officer of 360

## 10. SUSPENSION, AMENDMENT OF HOSTED SERVICES

- a. 360 reserves the right as its sole discretion to suspend the Hosted Services (temporarily or permanently, as is reasonably appropriate) on the occurrence of any unscheduled maintenance, or upon any of the following, each of which shall be a "Suspension Event": (i) Notified Maintenance, (ii) issue by any competent authority of an order requiring such suspension, which is binding on 360; (iii) if COMPANY fails to pay any amounts due under this Agreement when they are due, (iv) if any events occur which would entitle 360 to terminate this Agreement; (v) the Bandwidth used by COMPANY in relation to the Hosted Services exceeds the agreed level and 360 determines in its sole discretion that such suspension is necessary to protect all and any internet solutions provided by 360 from time to time
- b. COMPANY shall document and promptly report all errors or malfunctions of the Software to 360.
- c. 360 reserves the right at any time and from time to time to amend, improve or correct the Hosted Services, Software and/or

Hardware (or any part thereof) provided that such modification does not materially adversely affect them. This includes the right to substitute the Hardware with Hardware of similar specification, where necessary. 360 shall endeavor to give COMPANY reasonable notice of such modifications but this may not always be possible and 360 shall not be liable to COMPANY or to any third party for such modification or failure to give such notice.

## 11. EXCLUSIONS FROM MAINTENANCE AND SUPPORT

Maintenance and support shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the Hardware or Software, which is undertaken by persons other than 360 or its authorized representatives, or (b) programs or hardware supplied by COMPANY

## 12. DISPUTE RESOLUTION

- a. Negotiation. If there is any claim or dispute between the parties arising out of the interpretation of or performance under this Agreement, including, but not limited to the construction or application of any term, covenant, or condition of this Agreement, or any claim arising out of or relating to this Agreement which cannot be resolved by informal discussions between the appropriate representatives of the parties, formal negotiation may be initiated by either party by sending written notice of the description of the dispute to the other party by certified or registered mail or hand delivery. This description shall explain the nature of the dispute in detail and set forth a proposed solution to the problem, including a specific time frame in which the parties must act. The party receiving the letter must respond in writing within fifteen (15) business days with an explanation of its position and a response to the proposed solution. Within fifteen (15) business days of receipt of this response, principals of both parties, who have the authority to settle the dispute, must meet at an informal meeting to discuss resolution of the dispute. The initiating party must initiate scheduling of this negotiation session by a written request for such meeting(s).
- b. Arbitration. If a dispute arising out of this Agreement cannot be resolved through formal negotiation, the dispute must be arbitrated according to the Commercial Arbitration Rules of the American Arbitration Association. The dispute shall be settled in accordance with the Agreement and the substantive laws of the State of Arizona. It shall take place in a court of competent jurisdiction in Arizona and the result shall be binding on both parties. The cost of the arbitration shall be borne equally by both parties. The parties hereby submit to the in personam jurisdiction of the appropriate court for the purpose of confirming any agreed settlement arrived at during arbitration

**13. ASSIGNMENT.** The Agreement shall be binding upon, and inure to the benefit of, the respective legal successors of the parties. Neither the Agreement, nor any rights or obligations hereunder, may be assigned, delegated, or transferred, in whole or in part, without the prior written consent of the other party, except that 360 retains the right to assign the Agreement, in whole or in part, to an affiliated company

**14. BANKRUPTCY AND INSOLVENCY.** In the event that either party should become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or avail itself of, or become subject to, any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to the insolvency or the protection of rights of creditors, then at the option of the other party, the Agreement shall terminate immediately.

**15. COMPLIANCE.** Each party shall comply with all applicable federal and state laws and regulations maintain in good standing, at its own cost, any licenses, permits, authorizations, and approvals required by all applicable statutes and regulations and provide the other party with evidence of appropriate licensure upon request

**16. COUNTERPARTS.** The Agreement may be executed in any number of counterparts, each of which will constitute one and the same contract.

**17. ENTIRE AGREEMENT** This Agreement, together with Appendices or any other written exhibits, amendments, schedules, addenda, or the like, that are agreed to by 360 and the COMPANY, contains the entire agreement of the parties. The Agreement supersedes all prior oral or written agreements or understandings between the parties, with respect to the matters provided for in the Agreement.

**18. FORCE MAJEUR** Neither party shall be deemed to be in violation of the Agreement if such party cannot perform any of its obligations due to any reason beyond its reasonable control, including without limitation acts of God, acts of any public enemy, the elements or floods, or strikes, or laws, regulations, rules, or orders of the federal, state, or local government, or any agency thereof.

**19. CHOICE OF LAW.** The Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona.

**20. HEADINGS.** The headings used in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

**21. INDEMNIFICATION OF 360.** COMPANY shall indemnify, defend, and hold harmless 360 and its agents, representatives, insurers, successors, and assigns from and against any expenses, costs (including attorneys' fees), causes of action, liability, loss, and/or damages resulting from, or arising out of, any dishonest, fraudulent, criminal, or negligent acts, or any other acts prohibited by law or regulation committed by the COMPANY, or any of the COMPANY'S employees or agents, acting pursuant to, or in connection with the Agreement. 360 shall notify COMPANY promptly of any lawsuit to which this provision may apply.

**22. INDEMNIFICATION OF COMPANY** 360 shall indemnify, defend, and hold harmless the COMPANY and its agents, representatives, insurers, successors, and assigns from and against any expenses, costs (including attorneys' fees), claims, demands, causes of action, liability, loss, and/or damages alleging, resulting from, or arising out of, or in connection with:(i) any dishonest, fraudulent, criminal, or negligent acts committed by 360, or any agent or employee of 360, acting pursuant to, or in connection with, the Agreement; or (ii) the use of the Hosted Service, Software or Products as contemplated hereunder infringes the copyrights, trademarks or trade secrets of a third party. The COMPANY shall promptly notify 360 of any lawsuit to which this provision may apply.

**23. RELATIONSHIP OF THE PARTIES.** For purposes of the Agreement, 360 and COMPANY are, and shall act at all times as, independent contractors. No provision of the Agreement is intended to create, nor shall be deemed or construed to create, any relationship other than that of independent contractors. No provision of the Agreement shall establish, or be deemed or construed to establish, any partnership, agency, employment agreement, or joint venture between the parties.

**24. INTENT OF THE PARTIES** It is the intent of the parties that the Agreement is to be effective only in regards to their rights and obligations with respect to each other. It is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of the Agreement.

**25. MODIFICATIONS** Any modification to this Agreement shall be valid only if made in writing and signed by a duly authorized officer of both parties.

**26. NOTICE.** Any notice required under the Agreement shall be made in writing and sent by postage-paid certified or registered mail, return receipt requested to the other party at its address stated on the signature page. If a party's address changes, that party shall give written notice to the other party. Notwithstanding the foregoing, each party to this Agreement agrees to accept electronic communication for all notices and information pertaining to this agreement.

**27. SEVERABILITY.** The invalidity or unenforceability of any term or provision herein shall in no way affect the validity or enforceability of any other term or provision. The parties agree that any provision of the Agreement which is in violation of any federal, state, or local statute or other law, regulation, or rule shall be null and void.

**28. WAIVER.** A party's failure or delay in exercising its rights under the Agreement shall not operate as a waiver of those rights or constitute a waiver of any prior, concurrent, or subsequent breach.

**29. NON-SOLICITATION.** Neither party shall, directly or indirectly, induce or entice any employee of the other to leave such employment, or induce or entice any of the other party's sub-contractors to provide any services other than by an agreement with, and through, such other party. Employees responding to a generally published notice or advertisement shall not fall under this provision.

### **30. LIMITATION OF LIABILITY**

Except in the event of fraud or willful misconduct, neither party shall be liable for special, indirect, or consequential damages. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of such action has arisen.

### **30. CONFIDENTIALITY**

- a. Subject to ARS § 39-121 *et seq*, COMPANY acknowledges that 360 claims that certain information made available to COMPANY under this Agreement is proprietary information. COMPANY agrees to make reasonable efforts to maintain this information with a degree of confidentiality and care similar to that which COMPANY exercises in safeguarding its own confidential information. COMPANY agrees that, in the event of the termination of any license granted under this Agreement, the proprietary materials which were provided by 360 and are associated directly with that license will be destroyed or returned to 360.
- b. 360 acknowledges that some or all of the information concerning the operations of COMPANY which 360 may acquire in the course of performance of this Agreement may be confidential and/or proprietary information. Once 360 has been informed that a given body of knowledge is considered by COMPANY to be confidential and/or proprietary, 360 agrees to make all reasonable efforts to maintain this information with a degree of confidentiality and care similar to that which 360 exercises in safeguarding its own confidential information.

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**Appendix A  
Business Terms**

<b>Licensee:</b> City of Glendale, Arizona			
<b>Term of License: Initial Term of Thirty-Six (36) months</b>			
<b>Number of Users Licensed: 200</b>			
<b>Licensed Course Group:</b> Purchase of 216 course accesses of Specialized course content Video-based as listed in Exhibit A @ \$10 per course access for a total of \$2,160.00 Payment made via credit card on April 16 <sup>th</sup> , 2014.			
200 unique users access to Master Safety Course Library listed in Exhibit B of this agreement			
Payment Date 2014 = \$6,825.00			
Invoice Date 2015 = \$6,825.00			
Invoice Date 2016 = \$6,825.00			
<b>Total Contract = \$22,636.00</b>			
During the term of this agreement, the City of Glendale can also purchase the courses in Exhibit C on an as needed basis.			
<b>Additional Products and Services:</b>		<b>Annual Cost</b>	<b>One Time Cost</b>
LCMS Software \$2500@ 1 seats	<input checked="" type="checkbox"/>	\$0.00	Included
<b>Implementation Level:</b>			
<u>Economy</u>	<input type="checkbox"/>		
<u>Value</u>	<input checked="" type="checkbox"/>	Included	
<u>Basic</u>	<input type="checkbox"/>		
<u>Premium</u>	<input type="checkbox"/>		
<b>TOTAL DUE:</b>		<b>\$6,825.00</b>	

	<b>Authorized Contact #1</b>	<b>Authorized Contact #2</b>
Name		
Phone		
Fax		
Email		
Address		

**Appendix B  
Implementation Plan**

<b>2012 COMPANY Implementation Options</b>				
	<b>Economy</b>	<b>Basic</b>	<b>Value</b>	<b>Premium</b>
Set up Account (default 360training branding)	√			
Load Curriculum and Course Libraries	√	√	√	√
Access to User Manuals and Training Videos on LMS	√	√	√	√
Access to Self Service Support Portal	√	√	√	√
Open Enrollment Training Webinar	√	√	√	√
Configure Branding (logos, login, email templates)		√	√	√
Set up User Profiles and Organization Groups		√	√	√
Configure Training Plans and Assign			√	√
2 hour Kick-Off Meeting + Training (Webex + Conference Call requires 5 day notice)			√	x
Set Up Alerts				√
1 day Kickoff meeting + Training (onsite at client – 10 day notice required)				
24/7 technical support for learners for first year				

**IMPLEMENTATION PROCESS**

Once the Agreement is signed, there is formal 30 minute Kick-Off meeting (if necessary) with a primary objective to review the Agreement and introduce the COMPANY to their assigned Implementation Services Manager. From that point, the Implementation team interfaces with the COMPANY and schedules meetings as per COMPANY's own process.

The implementation process entails the following steps:

**1. Introduction & Formal Hand-off (COMPANY, Sales Rep and Implementation Manager)**

**2. Envisioning**

The initial phase consists of a cooperative cross-sectional team including members of sales team, technology group and COMPANY to construct a high level project plan based on information gathered previously.

**3. Planning**

The planning phase will define the list of requirements with a detailed scope of what is to be expected. This phase will drive decisions to be made in the process including training and education programs, course library selection, content management, integration points and a definition of the ongoing support model and services. The result of this phase is the final project plan incorporating milestones and dates for completion.

**4. Development**

The development phase is the execution of the plan detailed during the planning phase. At the end of the phase, the system will be ready to be begin the pilot phase.

**5. Pilot (If Needed)**

A controlled environment is released to a limited number of participants that the COMPANY has identified. The participants are asked to use the LMS platform and provide feedback on the system, courseware and the configurations.

**6. Program Launch**

The final configuration is deployed to all users at the COMPANY at the completion of LMS training and incorporation of the refinements that were requested during the pilot phase. The COMPANY services team introduces the support organization to the LMS and a formal hand-off is conducted.

## Appendix C

### Technical Support and Maintenance

#### **Support**

The COMPANY shall be responsible for all first line Customer Support and will provide 360 the following information to post on the 'Contact Us' page of the Products licensed:

In the event that the COMPANY needs to escalate an issue to 360, 360 will provide the following contact information and hours of service to the COMPANY. Authorized Contacts may escalate an issue via:

- During regular business hours (8:00 am – 8:00 pm Central Time) COMPANY may email [B2BSupport@360training.com](mailto:B2BSupport@360training.com) or call the Business Support Team at 877-280-3676 to escalate an issue.
- In the event of a system outage during non-business as hours defined above, the COMPANY may send an email to [alerts@360training.com](mailto:alerts@360training.com) to page the on-call Network Operations Center

“Authorized Contact” means the individual The below table lists all authorized contacts from COMPANY.

#### **Maintenance**

As the licensed Products are hosted by 360training, 360training shall provide the following maintenance services for the Products licensed by the COMPANY under this agreement:

- Provision of known error corrections by delivery of available patches to the Products licensed.
- Provision of available minor updates (bundling of several error corrections in one version) to the Products licensed.
- Provision of available medium upgrades (version with additional / enhanced functions) to the Products licensed.
- Provision of available major upgrades (version with substantially enhanced volume of functions) to the Products licensed.

The support and maintenance services listed in this clause only comprise the Products licensed by the COMPANY, but not any new products of the same Product family.

**216 course accesses to Specialized course content Video-based**

<b>Exhibit A</b>	
<b>Course Name</b>	<b>Course Id</b>
Chemical Safety 1007F	259805543
Flammables and Combustibles 1022F	259805564
Hazardous Material Spill-Clean Up C002H	259910440
Hydrogen Sulfide Training 1043F	259805546
Road Rage 13012A	260080452
Safe Operations of Motor Vehicles 13006A	260080469
Think n Drive 13013A	260080465

200 unique learners access to the Master Safety Course Library

<b>Exhibit B</b>	
<b>Course Name</b>	<b>Course Id</b>
Basic Safety Orientation (C)	254407007-OSHA-CONS-ALL
Cal-OSHA: Excavations	145125051-OSHA-CONS-ALL
Concrete and Masonry Construction (C) - ALL	254010451-OSHA-CONS-ALL
Confined Space Entry (C)	254407029-OSHA-CONS-ALL
Cranes and Rigging (C)	254010452-OSHA-CONS-ALL
Electrical Safety (C)	254407023-OSHA-CONS-ALL
Excavation Safety (C)	254407008-OSHA-CONS-ALL
Fall Protection (C)	254010441-OSHA-CONS-ALL
Fire Safety (C)	254010453-OSHA-CONS-ALL
Hand and Power Tools (C)	254010448-OSHA-CONS-ALL
Hazardous Materials (C)	254010454-OSHA-CONS-ALL
Lead Safety in the Workplace (C)	254010455-OSHA-CONS-ALL
Materials Handling (C)	254010456-OSHA-CONS-ALL
Occupational Noise Exposure	254407027-OSHA-CONS-ALL
OSHA FOCUS FOUR	257449015-OSHA-CONS-ALL
Personal Protective and Lifesaving Equipment (C)	254407036-OSHA-CONS-ALL
Recordkeeping and Reporting (C)	254407035-OSHA-CONS-ALL
Respiratory Protection	254407024-OSHA-CONS-ALL
Scaffolding Safety (C)	254010449-OSHA-CONS-ALL
Sit-down Forklift (C,GI)	257507002-OSHA-GI-ALL
Stairway and Ladder Safety (C)	254010434-OSHA-CONS-ALL
Stand-up Forklift (C,GI)	254407034-OSHA-CONS-ALL
Struck-By and Caught In Between Hazards (C)	254010450-OSHA-CONS-ALL
Use of Explosives in the Workplace(C)	254010458-OSHA-CONS-ALL
Welding and Cutting (C)	254010459-OSHA-CONS-ALL
Bloodborne Pathogens (GI)	254407017-OSHA-GI-ALL
Confined Spaces and Permit Required Confined Spaces	254407028-OSHA-GI-ALL
Electrical Safety (GI)	254407009-OSHA-GI-ALL
Emergency Action Plan (GI)	254010433-OSHA-GI-ALL
Ergonomics (GI)	254407022-OSHA-GI-ALL
Ergonomics for Office Workers	58005001-OSHA-GI-ALL
Fire Protection and Life Safety	254010442
Formaldehyde Awareness (GI)	254407018-OSHA-GI-ALL
Hazard Communication (GI)	254010432-OSHA-CONS-ALL
Hazardous Materials (GI)	254407010-OSHA-GI-ALL
Hazardous Substances and Industrial Hygiene (GI)	254407011-OSHA-GI-ALL
Hazards of Asbestos in the Workplace (GI)	254407025-OSHA-GI-ALL
Introduction to OSHA and the OSH Act (GI)	254407012-OSHA-CONS-ALL
Ionizing and Non-Ionizing Radiation Safety (GI)	254407033-OSHA-GI-ALL
Machine Guarding Safety (GI)	254407013-OSHA-GI-ALL
Materials Handling and Storage (GI)	254407030-OSHA-GI-ALL
Motor Vehicles (GI)	254010457-OSHA-CONS-ALL
Personal Protective Equipment (GI)	254407014-OSHA-GI-ALL
Process Safety Management (PSM) (GI)	254407031-OSHA-CONS-ALL
Recordkeeping and Reporting (GI)	254407026-OSHA-GI-ALL
Safety and Health Programs (GI)	254407015-OSHA-GI-ALL
Walking and Working Surfaces (GI)	254407016-OSHA-GI-ALL
Welding, Cutting, and Brazing (GI)	254407020-OSHA-GI-ALL

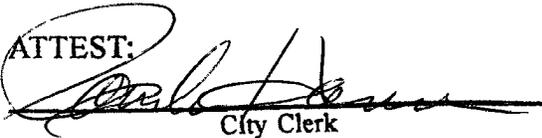
During the term of this agreement, the City of Glendale can also purchase the following courses on an as needed basis

Exhibit C		
Course Name	Course Id	Price Per Learner
Chemical Safety 1007F	259805543	\$10.00
Flammables and Combustibles 1022F	259805564	\$10.00
Hazardous Material Spill-Clean Up C002H	259910440	\$10.00
Hydrogen Sulfide Training 1043F	259805546	\$10.00
Road Rage 13012A	260080452	\$10.00
Safe Operations of Motor Vehicles 13006A	260080469	\$10.00
Think n Drive 13013A	260080465	\$10.00
Stormwater Discharges and Permits	OTEVAS0209010	\$45.00
The Clean Water Act	OTEVAS0209005 ; 253910067	\$22.50

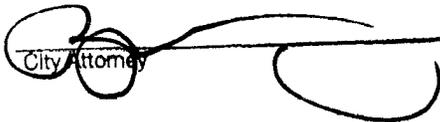
Signature:   
Email: *ca.johnson@glendaleaz.com*  
Title: *Executive Director, Water Services*  
Company: *City of Glendale*

Signature:   
Email: *anna.bradford@360training.com*  
Title: *General Counsel*  
Company: *360training.com, Inc*

*6/13/2014*

ATTEST:  
  
City Clerk

Approved as to form

  
City Attorney

**ADDENDUM TO 360TRAINING.COM, INC. ("360") TERMS AND CONDITIONS  
FOR THE 360 AGREEMENT  
BETWEEN 360  
AND THE CITY OF GLENDALE, ARIZONA ("CITY")**

360 further agrees as follows as of the Effective Date:

**I. Immigration Law Compliance.**

- A. 360, 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 its 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.
- C. City retains the legal right to inspect the papers of 360 or subcontractor employee who performs work under this Agreement to ensure that 360 or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, 360 shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. 360 agrees to keep papers and records available for inspection by the Customer during normal business hours and will cooperate with Customer 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. 360 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 City. 360 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 City.
- F. 360's warranty and obligations under this Section I to City are continuing throughout the term of this Agreement or until such time as 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. Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

*By signing on the following page*, City and 360 acknowledge the contents of this Addendum, the changes made in paragraphs 12, 19 and 30 of the 360 "Master Hosted Products License Agreement," all as attached and incorporated herein.

"Customer":

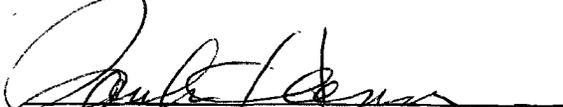
CITY OF GLENDALE, an Arizona  
municipal corporation



Craig Johnson, Executive Director,  
Water Services

Date: 6-5-14

ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

"360":

360TRAINING.COM, INC., a Texas  
corporation authorized to do business in Arizona

  
Printed Name: Anna Fox Bradford  
Its: Representative  
Date: 6/3/2014