

TRAINING ON DEMAND FULL ACCESS AGREEMENT

This Full Access Agreement allows You to use the Training on Demand service as described below.

COMPANY: <u>Town of Whitestown (You)</u>	ACCOUNT #: <u>201030031</u>
CUSTOMER NAME: <u>Jason Lawson</u>	DATE: <u>7/25/2019</u>
ADDRESS: <u>6210 Veterans Dr.</u>	
CITY, STATE, ZIP: <u>Whitestown, IN 46075</u>	

Dates	No. of Enrollments	Service Description	Price per Enrollment	Total Price
Start: 09/01/2019 End: 08/30/2020	360	Online Interactive (Subscription Service)	\$13.89	\$5,000.00
Start: / / End: / /				

Launch Service

Start & End Dates	No. of Select:	Total Price*
Start: / / End: / /		

*Prices do not include any applicable sales taxes. Total cost to be invoiced upon implementation of training.

❖ **Launch Service price includes:**

- | | |
|---|---|
| <input type="checkbox"/> Initial user training | <input type="checkbox"/> Initial student group import |
| <input type="checkbox"/> Configuration of site | <input type="checkbox"/> Initial enrollments |
| <input type="checkbox"/> Course curriculum initial set-up | <input type="checkbox"/> Other: |

❖ **For additional services, a separate document, requiring signature, will be provided.**

Additional Provisions:

This agreement is based on 120 Learners taking approximately 3 courses each, or 360 enrollments over the contract term. Enrollments beyond 360 can be purchased for the reduced cost of \$13.89 through the end term of this agreement. JJ Keller will monitor enrollments and provide reporting to the customer.

Training on Demand Full Access Agreement Terms of Use

This Full Access Agreement ("Agreement") allows You to have multiple Training on Demand account owners access the same Training on Demand account with a single subscription.

ITEM 1: J. J. Keller shall have the right, upon reasonable notice, during the term of your License (License is defined in Training on Demand Terms of Use at jjkellertraining.com) to use Training on Demand and for twelve (12) months thereafter, to audit how Training on Demand content was used and have access to records and all other documents related to this License and use of the content. If an audit is conducted, it will be during Your regular business hours and J. J. Keller representatives shall be accompanied by Your representatives and subject to Your security procedures in the conduct of such audit. In the event such an inspection reveals use which does not conform with Your License to use Training on Demand, J. J. Keller shall have the right to:

- a. Retroactively assess fees; these fees will be due and payable immediately; and/or,
- b. Terminate this license and require You to immediately cease use of Training on Demand content and/or any work product(s) which contain Training on Demand content; and/or
- c. Pursue legal remedies at any time by notice to You should You violate any provision of this Agreement.

ITEM 2: You acknowledge that You are responsible for ensuring that Your locations have the ability to stream Training on Demand content. If a location is unable to stream content, You may choose to purchase it from J. J. Keller in another format.

ITEM 3: The term of this License for use of Training on Demand content shall be as specified in the Dates column on page 1 of this Agreement.

ITEM 4: J. J. Keller will provide You with usual and customary technical support (issues related to connectivity and access) or content support.

All other Training on Demand Terms of Use found at www.jjkellertraining.com apply to You.

Offer Date: July 25, 2019 Sales Representative: Lou Gipp

Approvals:

Customer Approval: I agree to the terms of this Training on Demand Full Access Agreement and will pay the associated invoice according to its term.

Customer Signature

Date

Name: Jason Lawson

Title: Town Manager

J. J. Keller & Associates, Inc. Approval:

J. J. Keller Representative Signature

Date

Name: Brian Kubiak

Title: Director of Marketing - Training