

## Amendment to Services Agreement

This Amendment to the Services Agreement by and between The Florida Senate (“Customer”), and Traliant, LLC. (“Traliant”), is made and entered into this 19<sup>th</sup> day of November 2018 (“Schedule Effective Date”).

The purpose of this amendment is to extend the Services Agreement dated January 19, 2018 by two (2) years, add access to Traliant’s proprietary Enrichment Library, provide an HRIS integration, and change the number of employee licenses from 500 to 600. Accordingly, the Agreement is amended as follows:

- **Article 1 (a) License and Services**

- (a) **Access to Programs.** Traliant will provide Customer with access to Traliant’s proprietary Preventing Discrimination & Harassment Library (Online training, English language), the Preventing Discrimination & Harassment for Employees and Managers Course (Fully-Interactive Classroom version, English Language), and Traliant’s online proprietary Enrichment Course Library (including Bystander Intervention, Avoiding Retaliation, Workplace Diversity & Inclusion, and Unconscious Bias), which includes Traliant’s proprietary software and content (“Programs”). The Online Programs will be made accessible to Customer via Traliant’s Internet website located at [lms.traliant.com](http://lms.traliant.com) and the Classroom Programs will be made accessible to Customer on either USB, or DVD, or available for download.

- **Article 2(a), Training Programs,** is hereby revised to read as follows:

- (a) **Training Programs.** Customer agrees to pay \$13,020.00 per year for 600 employee licenses and Classroom Experience, to be invoiced at the beginning of each year of the Term of this Agreement. Customer may purchase additional employee licenses, a minimum of 10 at a time, at a cost of \$21.70 per employee.

- **Article 2(b), Implementation Package,** is hereby revised to read as follows:

- (b) **Implementation Package.** Traliant will assist Customer with importing of employee data and a company logo, customization of assignment and reminder messages, attach policy, changing of background picture for CEO video, and minor edits of viewer mailbag, for Customer's initial rollout. Traliant will invoice Customer on the Effective Date of this Agreement the amount of \$275 for these services. Traliant will also assist Customer with importing a company logo and attaching a policy for the roll out of the courses in Traliant’s Enrichment Library. Traliant will invoice Customer the amount of \$495 for these services. In addition, Traliant will integrate to High Line for the purpose of regularly importing employee data from High Line into Traliant LMS. Customer agrees that the type of integration and delivery timeline will be mutually agreed upon in a separate Statement of Work and is dependent upon Traliant receiving requested information, required technology, and support from Customer and High Line in a timely fashion. Traliant will invoice Customer the amount of \$595 for these services.

Amendment to Services Agreement

- **Article 5(a), Term**, is hereby revised to read as follows:

(a) Term. The Term of this Agreement is 27 months from January 19, 2019. Either party may terminate this Agreement upon written notice if the other party breaches any material provision and fails to cure such breach within thirty (30) days' written notice thereof. Upon termination or expiration of this Agreement, all licenses granted herein will terminate, and each party will return the other party's confidential information.

In accordance with the changes outlined above, Customer agrees to pay \$13,020.00 for Year One plus \$1,090.00 in services, to be invoiced on the Schedule Effective Date above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date indicated.

**TRALIANT**

Signature: \_\_\_\_\_



Printed Name: Michael Bartkus

Title: VP of Sales

Date: 12/17/2018

**The Florida Senate**

Signature: \_\_\_\_\_



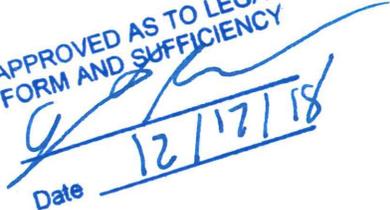
Printed Name: Lisa R. Vickers

Title: CHIEF OF STAFF

Date: 12-17-18

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY

Date



12/17/18

## SERVICES AGREEMENT

This Services Agreement (“**Agreement**”), for access to Traliant’s online training programs and training-administration tools, dated as of January 9, 2018 (the “**Effective Date**”), is entered into between Traliant, LLC., located at 1600 Rosecrans Ave., 4<sup>th</sup> Floor Media Ctr., Manhattan Beach, CA 90266 (“**Traliant**”), and The Florida Senate, located at 404 S. Monroe Street, Suite 409, The Capitol, Tallahassee, FL 32399-1100 (“**Customer**”) (each a “**Party**,” and together the “**Parties**”).

### 1. License and Services

(a) **Access to Programs.** Traliant will provide Customer with access to Traliant’s proprietary Preventing Discrimination & Harassment Library (Online training, English language), and the Preventing Discrimination & Harassment for Employees and Managers Course (Fully-Interactive Classroom version, English language), which includes Traliant’s proprietary software and content (“**Programs**”). The Online Programs will be made accessible to Customer via Traliant’s Internet website located at [ms.traliant.com](http://ms.traliant.com) and the Classroom Programs will be made accessible to Customer on either USB, or DVD, or available for download.

(b) **License.** Subject to the terms and conditions of this Agreement, Traliant hereby grants Customer a limited, non-exclusive, non-transferable right to perform, display, and use Programs solely for Customer’s own internal employee training purposes. Each licensed employee in Traliant’s training-management system will be allowed unlimited access to Programs within the Term of this Agreement (as defined below). Customer may not exceed the number of licensed employees described in Section 2(a).

(c) **Support.** Traliant will provide the following basic services: (i) Updating of content to reflect changes in the law affecting Programs content; and (ii) reasonable access, either online or by telephone, to customer support.

(d) **Limitations.** Except as expressly permitted in this Agreement, Customer shall not (and shall not allow any third party to): (i) modify, translate or create “Derivative Works” (as defined at 17 U.S.C. § 101) of the Programs other than to customize the training content in the Programs as set forth below; (ii) reproduce or distribute the Programs; (iii) provide access to the Programs to any third party; (iv) allow the removal, alteration, covering or obscuring of any copyright notice or any other notice or mark that appears on the Programs, on any copies, or any media; or (v) reverse engineer or interfere with the operation of the Programs.

### 2. Fees and Payment

(a) **Training Programs.** Customer agrees to pay \$7845.00 per year for 500 employee licenses and Classroom Experience, to be invoiced on the Effective Date of this Agreement. Customer may purchase additional employee licenses, a minimum of 10 at a time, at a cost of \$14.50 per employee.

(b) **Implementation Package.** Traliant will assist Customer with the importing of employee data and a company logo, customization of assignment and reminder messages, attach policy, change background picture for CEO video, and minor edits of viewer mailbag, for Customer’s initial rollout. Traliant will invoice Customer on the Effective Date of this Agreement for the amount of \$275 for these services.

(c) After receipt of invoice, Customer will pay by check in accordance with Joint Policies and Procedures of the Presiding Officers, 2.15 and 2.151.

### 3. Warranty; Disclaimer

(a) **Warranty.** Traliant warrants that (i) any services will be rendered in a professional manner by personnel familiar with the training programs and training-management software; and (ii) for the term of this Agreement, the Programs (as made available to Customer) will conform to their material specifications. Traliant’s exclusive obligation, and Customer’s sole remedy, for breach of these warranties will be (i) to re-perform the services at no additional charge, and (ii) at Traliant’s option, to repair or replace any such non-conforming Programs or, to refund the fees paid by Customer for such non-conforming Programs. Any replacement Programs will not extend the warranty.

These warranties will not apply if the Programs are: (i) modified or altered in any way (other than by Traliant or with the specific prior written consent of Traliant); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that Traliant may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by this Agreement or the documentation.

(b) **Disclaimer.** EXCEPT AS SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRALIAN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE.

(c) **NO LEGAL ADVICE.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PROGRAMS ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT TRALIAN SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE USE OF THE PROGRAMS AND THE INFORMATION INCLUDED THEREIN, OR ANY ERRORS IN OR OMISSIONS THEREFROM. TRALIAN WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY TRALIAN OF ITS SERVICES HEREUNDER OR IN CONNECTION WITH SERVICES OFFERED.

#### 4. Limitation of Liability

IN NO EVENT SHALL (A) TRALIAN BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, EVEN IF TRALIAN WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) TRALIAN'S TOTAL LIABILITY FOR ANY LOSS ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE PROGRAMS OR SERVICES GIVING RISE TO THE CLAIM.

#### 5. General

(a) **Term.** The Term of this Agreement is one (1) year from the Effective Date. Either party may terminate this Agreement upon written notice if the other party breaches any material provision and fails to cure such breach within thirty (30) days' written notice thereof. Upon termination or expiration of this Agreement, all licenses granted herein will terminate, and each party will return the other party's confidential information.

(b) **Confidentiality.** Each Party will not disclose to any third party or use for any purpose not expressly permitted under this Agreement the confidential information provided by the other party, provided that such confidential information is disclosed in written form with a written indication of confidentiality.

(c) **Proprietary Rights.** Customer acknowledges that Tralian owns all right, title and interest in and to the Programs and content provided under this Agreement.

(d) **Severability.** If any provision hereof is held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain binding and enforceable by and between the parties.

(e) **Law and Disputes.** This Agreement shall be governed by the laws of the State of Florida, without giving effect to any conflict of law principle that would provide for the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If any dispute between Customer and Tralian arising out of or in connection with this Agreement cannot be resolved by the parties or through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

(f) **Assignment.** Neither party will assign, sub license, rent, lease or otherwise transfer its rights, duties or obligations under this Agreement to any person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempted assignment in violation of this section will be void.

(g) **Lobbying.** Tralian shall not lobby the Florida Legislature during the term of the Agreement. This prohibition shall not be interpreted as prohibiting Tralian from negotiating an extension or modification of this Agreement, from providing any notice required under this Agreement, or from providing recommendations, including recommendations regarding legislation, as part of the services to be provided under this Agreement.

(h) **Public Records.** Unless specifically exempted by law, all records made or received by Tralian in conjunction with this Agreement may be public records available for inspection by the public in accordance with the provisions of Art.1 § 24, Fla. Const., and § 11.0431, F.S. In the event that Tralian receives a request for public records, Tralian shall notify the contract manager of the request and shall coordinate the production of records to the requestor. Refusal of Tralian to allow public access to such records shall constitute grounds for termination of this Agreement.

In order to assure that records subject to any exemption are not disclosed, Tralian agrees to notify the Contract Manager immediately upon being requested to disclose any documents or records in Tralian's possession or which relate to the subject matter of the Agreement. Tralian shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Senate.

(i) **Harassment.** The Florida Senate does not tolerate harassment toward any individual based on race, color, religion, sex, national origin, age, disability, or marital status. Senate Policy 1.49 Workplace Harassment Prohibited is applicable to all Senate employees, Senators, lobbyists, and third parties. During the term of this agreement, Traliant shall conduct itself in a manner consistent with Senate Policy 1.49.

(j) **Publicity.** Traliant may not announce Customer's selection of Traliant on its website, in marketing materials or in a press release. Customer does not grant Traliant permission to use their logo for these activities.

(k) **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by an authorized representative of each party.

**TRALIAN**

Signature: Michael Pallatta

Printed Name: Michael Pallatta

Title: CEO

Date: 1/19/2018

**Florida Senate**

Signature: Cheri Vancura

Printed Name: Cheri Vancura REYHARD MEYER

Title: Chief of Staff Deputy Chief of Staff

Date: 19 JAN 2018

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY

Jan Roberts

Date 1/19/18