

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.
CM2744

CONTRACTOR INFORMATION

Name: CBT Nuggets LLC

Address: 1550 Valley River Drive Eugene OR 97401
City State Zip

Contractor's Administrator Name: Laura Woofter Title: _____

Tel#: (541) 743-8084 Fax: _____ Email: lwoofter@cbtnuggets.com

CONTRACT INFORMATION

Contract Name: Subscription Agreement Contract Value: \$6,469.20 (3 year total)

Brief Description: Online IT Training/ Various resources for training (3 year agreement)

Contract Dates : From: 10/16/19 to: 10/15/22 Status: ☒ New ☐ Renew ☐ Amend# ☐ WA/Task Order

How Procured: ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop. ☒ Other Sect 3.2 Verbal Quotes

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

| | | | |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u> Department Head Signature | <u>9/26/19</u> Date | <u>IT/Technical Services</u> Submitting Department |
| 2. | <u>[Signature]</u> Contract Management | <u>9/30/19</u> Date | <u>01132516-555000</u> Funding Source/Acct # |
| 3. | <u>[Signature]</u> Office of Management & Budget | <u>9/26/19</u> Date | |
| 4. | <u>[Signature]</u> County Attorney (approved as to form only) | <u>10-1-19</u> Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 10/2/19
Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)

Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

CBT NUGGETS IT TRAINING SUBSCRIPTION AGREEMENT

This CBT Nuggets IT Training Premium Subscription Agreement (this "Agreement"), dated as of the later of (1) CBT Nuggets' signature date below, or (2) Customer's date of renewal, as applicable, (the "Effective Date") is between **CBT Nuggets, LLC**, a Delaware limited liability company, ("CBT Nuggets"), with its principal office located at 1550 Valley River Drive, Eugene, OR 97401, United States, and Nassau County Commissioners with the mailing address of 76347 Veterans Way Ste 1010, Yulee FL 32097 United States (the "Customer") (collectively the "Parties").

RECITALS:

A. CBT Nuggets is engaged in the business of creating and selling information technology training solutions, the "CBT Nuggets Content," "CBT Content" or "Content", including but not limited to the CBT Nuggets Learner-facing applications and course delivery platforms, individual videos within a series, entire series, series packages, supplemental materials, Learner resources, quiz questions, proprietary instances of the virtual lab and/or streaming subscription access to any portions thereof.

B. Specific to this Agreement, CBT Nuggets offers single or multi-year streaming subscriptions to access the CBT Nuggets Content offered by CBT Nuggets through its website (the "Website") or its mobile applications ("Apps") (collectively the "Services").

C. Customer desires to access the CBT Nuggets Content and, as applicable, to make the CBT Nuggets Content available to Customer's employees (individually "Learner" and collectively the "Learners"), and CBT Nuggets desires to provide the same pursuant to the terms and subject to the conditions of this Agreement.

AGREEMENT:

The Parties agree as follows:

1. Grant of License.

1.1 During the Term of this Agreement (defined in Paragraph 2), CBT Nuggets grants Customer 4 revocable, non-royalty bearing, non-assignable (except as explicitly permitted herein), non-exclusive, non-sublicensable license(s) to access, view and to use the CBT Nuggets Content. The license(s) is/are solely for use by Customer and its Learners.

1.2 Customer and its Learners may not copy, reproduce, reverse engineer, translate, port, modify or make derivative works of the CBT Nuggets Content in whole or in part. Customer and its Learners may not rent, sell, assign, lease, sublicense, market, publish, display, distribute or transfer the CBT Nuggets Content in any manner not expressly authorized by this Agreement without the prior written consent of CBT Nuggets. Customer shall communicate to all Learners the restrictions and limitations of the license as set forth in this Paragraph 1.

1.3 Each license is a single user license and the single user license must be connected to a named user (Learner). The email address attached to each license must be specifically associated solely with that individual Learner. Customer may reassign to a new Learner any single user license that has been held by another Learner for at least thirty (30) days prior to any such assignment. Each Learner, and each Account Administrator, is expressly governed by the applicable terms of this Agreement.

1.4 Upon Customer's discovery and/or the request of CBT Nuggets, the Customer agrees to promptly remedy any violation of this Paragraph 1 and to provide CBT Nuggets with sufficient evidence that Customer is in compliance with this Paragraph 1. Failure to reasonably cooperate with such requests shall be deemed a violation of this Paragraph 1.

1.5 CBT Nuggets reserves the right to suspend or terminate any Learner's access to the CBT Nuggets Content if, at its sole discretion, CBT Nuggets believes the Learner or Customer is in violation of this Agreement. Upon the occurrence of any suspension or termination event, no refund will be made to Customer of any amounts previously paid to CBT Nuggets.

2. Cost and Term of the Agreement.

2.1 Customer shall pay CBT Nuggets the total sum of USD \$6,469.20 , initially in installment payments of USD \$2,156.40 , paid Annually , for the license(s), for the duration of the Term of this Agreement, unless the Parties otherwise agree by written amendment or by updating the billing cycle.

2.2 The Term of this Agreement commences as of the Effective Date, and shall continue for 3 consecutive years, on which date this Agreement shall roll into a monthly subscription, with each installment amount to be paid monthly and pursuant to the terms of Paragraph 3 herein.

2.3 Prices described in this Paragraph 2 do not include any taxes that may apply. As applicable, Customer shall pay any sales tax, use tax, excise, duty or any other form of tax relating to Customer's receipt of access to the CBT Nuggets Content.

3. Billing Terms and Conditions. The billing terms and conditions for this Agreement are as follows:

3.1 If Customer is issuing a purchase order for the CBT Nuggets IT training subscription, CBT Nuggets shall provide Customer with an invoice Annually representing the installment amount owed by Customer, as provided in Paragraph 2. If Customer is paying by credit card, CBT Nuggets shall securely store Customer's credit card information on file, and shall automatically charge the card for the installment amount on each installment due date.

3.2 Customer shall pay each invoice, in full, no later than 30 days after the invoice date.

3.3 This Agreement is not an invoice.

3.4 Customer may not terminate this Agreement prior to the expiration of the Term of this Agreement, and shall be responsible for promptly paying the full amount of each invoice for the full Term of this Agreement, unless the Parties otherwise agree in writing.

3.5 During the Term of this Agreement, Customer may purchase additional licenses for additional Learners. The terms of each additional license and the corresponding usage by each additional Learner shall be expressly governed by the terms of this Agreement. In the event Customer purchases additional licenses, unless the Parties otherwise agree in writing, the installment payment amount and total amount due described in Paragraph 2 shall be increased proportionately.

3.6 To the extent permitted under law, Customer agrees to pay the reasonable fees of any collection agency, and all costs and expenses, including reasonable attorney's fees, which may be incurred in a collection effort to recover past due amounts under this Agreement.

4. Disclaimer of Warranties. The CBT Nuggets Content is provided to Customer on an "AS IS" and "WITH ALL FAULTS" basis. The CBT Nuggets Content is complex and may contain nonconformities, defects or errors. CBT Nuggets does not warrant that the CBT Nuggets Content will be error free. CBT Nuggets does not make any warranty, express or implied, and hereby disclaims any and all warranties, including but not limited to, warranties of merchantability and fitness for a particular purpose.

5. Intellectual Property. All right, title and interest in and to the CBT Nuggets Content, and the content, materials and data contained therein, and any derivative works thereof is expressly reserved by CBT Nuggets. No portion of the CBT Nuggets Content may be copied, reproduced, distributed, displayed, transferred or assigned without the express prior written consent of CBT Nuggets.

6. Limitation on Damages. UNDER NO CIRCUMSTANCES WILL CBT NUGGETS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND/OR OTHER TORTS.

7. **Limitation of Liability and Remedies.** NOTWITHSTANDING ANY DAMAGES THAT THE CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED IN PARAGRAPH 6 AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE AGGREGATE LIABILITY OF CBT NUGGETS AND AFFILIATES OF CBT NUGGETS UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY THE CUSTOMER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. **Electronic Signature.** A party's electronic signature shall be construed to be an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

9. **Amendments.** This Agreement may be amended only by an instrument in writing executed by the Parties.

10. **Governing Law and Venue.** The Parties acknowledge that this Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, United States, and any action brought under this Agreement shall occur in Lane County, Oregon, United States.

11. **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

12. **Warranty of Authority.** Each signatory executing this Agreement expressly represents and warrants that the signatory is duly authorized to do so and that the execution and delivery of this Agreement is the lawful and voluntary act of the Parties. Each signatory shall indemnify the other Parties to this Agreement from any loss or damage resulting from a breach of this Warranty of Authority.

13. **Entire Agreement.** This Agreement, together with the Privacy Policy (available at www.cbttuggets.com/privacy), sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CBT NUGGETS, LLC

Date: Oct 15, 2019

Name: Matthew Bromley

Signature: 


E-Mail: mbromley@cbttuggets.com

Title: General Counsel

CUSTOMER

Date:

Name:

Signature: 

E-Mail:

Title (as applicable):



Renewal Quote

CBT Nuggets LLC
1550 Valley River Drive
Eugene, OR 97401, USA
+1 541-284-5522 | sales@cbt-nuggets.com

Order Number: 2004486
Account Owner: Norm Kennedy
Offer Valid: 09/12/2019

Bill To:
Norm Kennedy
Attn: Accounts Payable
Nassau County Commissioners
76347 Veterans Way
Ste 1010
Yulee, FL, 32097
United States

| PRODUCT | QTY | LIST PRICE | BILLING TERM | SUBSCRIPTION PERIOD | TOTAL |
|--|-----|------------|--------------|--------------------------|---------|
| Learner - IT Training | 4 | \$599 | 1 year | 09/12/2019 to 09/12/2020 | \$2,396 |
| 10% Discount for 3-year Subscription Agreement | | | | N/A | |

Pricing Adjustment: -\$239.60

Subtotal: \$2,156.40

Total Price (in USD): \$2,156.40

Order Terms and Conditions

CBT Nuggets online streaming licenses are single user licenses, and each license must be connected to a single named user and a single unique email address for the term of the subscription period.

Unless Customer and CBT Nuggets otherwise agree in writing, Customer acknowledges that the licenses and/or products obtained through this order are subject to the applicable CBT Nuggets [License Agreement](#), [Billing Agreement](#) and [Privacy Policy](#) (Terms).

Customer may not submit a signed quote in lieu of a valid purchase order binding a legal entity for orders of or exceeding USD \$25,000.00.

CBT Nuggets expressly rejects all additions, exceptions, or changes to the Terms, whether contained in any printed or electronic purchase order received from Customer. CBT Nuggets' inclusion of any Customer supplied purchase order number on any invoice, quote or receipt is strictly for the purpose of reference, and is not an acceptance of any Customer terms and conditions.

As applicable, regardless of whether included herein, sales tax may be added to the invoice if CBT Nuggets is required to collect such taxes in your jurisdiction.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

Unless Customer and CBT Nuggets otherwise agree in writing, by signing above Customer agrees to the above Order Terms and Conditions and to remit full payment on Net 30 commencing on the invoice date.



CBT Nuggets, LLC

1550 Valley River Dr
Eugene, OREGON
97401-2122
USA

Toll Free: 888-507-6283
Phone: 541-284-5522
Fax: 541-284-2050

D&B (DUNS) #: 784227402

Fed ID/TIN#: 20-4728860

CAGE# (Defense Dept): 3FHD8

Australian Tax Office Reference Number (ARN or GST #): 300008851925

SIC Code: 8243

GSA Contract #: GS35F433DA

- SIN 132-32 Term Software Licenses
- SIN 132-34 Maintenance of Software as a Service

NAICS: 611420 (Primary); 511210 (Secondary - Primarily GSA), 541519, 519130 (small business), 511199 (small business), 611430

Contacts:

Dan Charbonneau: *Chief Executive Officer / Founder*

Ryan Lee: *President / Chief Operating Officer*

Todd Russell: *Chief Financial Officer*

Website: www.cbtnuggets.com

E-mail: sales@cbtnuggets.com

Electronic Transfer Bank Info:

Wells Fargo Bank, N.A

San Francisco, CA

Routing#: Wire: 121000248

ACH: 123006800

Swift: WFBIUS6S

Account#: 9348193674

PO Box 6995

Portland Oregon 97228-6995

USA

cbtnuggets.com

support@cbtnuggets.com

Toll Free: 888.507.6283

International: 541.284.5522

Fax: 541.284.2050

1550 Valley River Drive, Eugene, OR 97401



CBT Nuggets LLC
1550 Valley River Drive
Eugene, OR 97401, USA
+1 541-284-5522 | sales@cbt-nuggets.com

COPY

Invoice

Invoice Number: 2004486

Invoice Date: 10/15/2019

Account Owner: Norm Kennedy

Payment Terms: Net

Payment Method: Purchase Order

PO Number: Year 1 of 3-Year Agreement

Bill To:

Norm Kennedy
Attn: Accounts Payable
Nassau County Commissioners
76347 Veterans Way
Ste 1010
Yulee, FL, 32097
United States

| PRODUCT | QTY | LIST PRICE | BILLING TERM | SUBSCRIPTION PERIOD | TOTAL |
|--|-----|------------|--------------|--------------------------|---------|
| Learner - IT Training | 4 | \$599 | 1 year | 10/16/2019 to 10/16/2020 | \$2,396 |
| 10% Discount for 3-year Subscription Agreement | | | | N/A | |

Pricing Adjustment: -\$239.60

Subtotal: \$2,156.40

Total Price (in USD): \$2,156.40

Order Terms and Conditions

CBT Nuggets online streaming licenses are single user licenses, and each license must be connected to a single named user and a single unique email address for the term of the subscription period.

Unless Customer and CBT Nuggets otherwise agree in writing, Customer acknowledges that the licenses and/or products obtained through this order are subject to the applicable CBT Nuggets [License Agreement](#), [Billing Agreement](#) and [Privacy Policy](#) (Terms).

CBT Nuggets expressly rejects all additions, exceptions, or changes to the Terms, whether contained in any printed or electronic purchase order received from Customer. CBT Nuggets' inclusion of any Customer supplied purchase order number on any invoice, quote or receipt is strictly for the purpose of reference, and is not an acceptance of any Customer terms and conditions.

Remittance Information

MAIL CHECK TO:
CBT Nuggets LLC
1550 Valley River Drive
Eugene, OR 97401, USA

DOMESTIC ACH REMITTANCE:
Wells Fargo Bank, N.A
Broadway and Oak
P.O. Box 6995
Portland, OR 97228, USA
ABA: 123006800
Account: 9348193674

INTERNATIONAL WIRE REMITTANCE:
Wells Fargo Bank, N.A
One Front Street, 17th Floor
San Francisco, CA 94111, USA
Routing: 121000248
Swift: WFBUS6S
Account: 9348193674