CITY OF Grand Junction COLORADO

Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

Supplier:

Crucial Learning
320 River Park Dr.
Suite SWB
Provo, UT 84604

Ship To:

250 N 5th St
GRAND JUNCTION, CO 81501
UNITED STATES

Bill To:

City Hall
250 N 5th St
GRAND JUNCTION, CO 81501
UNITED STATES

SUPPLIER #: 12285
FAX#:
EMAIL: AR@cruciallearning.com

Order Number	Order Date
GJPO102038	10/19/2026

SOLICITATION #: NOTES: Award 5994-26-KF	An In-Person Course Materials - Crucial Conversations for Mastering Dialogue for 75 people at the city.

Tax Terms — *For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592*
All Library Purchases are Tax Exempt - Tax ID 98-03544

Requestor	Phone	Net Terms	Date Required
jasonda@gjcity.org	1-970-256-4015	Net 30	10/06/2026

QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			An In-Person Course Materials - Crucial Conversations for Mastering Dialogue for 75 people at the city.		20,640.00
				Total	20,640.00

Approved:



For Purchase Order Terms and Conditions, please visit www.gjcity.org, and select the Purchasing Division information page

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CITY OF Grand Junction COLORADO

Memorandum

TO: Shelley Caskey, Human Resources Director

FROM: Amanda Nicksic, Organizational Development and Training Administrator

DATE: October 15, 2026

SUBJECT: Approval of Non-Competitive Professional Services Contract with Crucial Learning (VitalSmarts, LC)

This memorandum requests approval to enter into a non-competitive professional services contract with Crucial Learning for an estimated **$20,640.00**. This contract provides access to professional training curriculum and resources, and the required learner licenses to be an authorized trainer for the Mastering Dialogue course.

Background
Crucial Learning has been working with clients for decades and provides dedicated training and resources that help organizations perform at higher levels by improving how people show up in the moments that determine whether strategy succeeds or fails. Their course, Mastering Dialogue, helps people respond in crucial moments: speaking up when it is difficult or risky, addressing problems directly instead of avoiding them, navigating disagreements without escalating conflict, maintaining dialogue under pressure, and following through on decisions and commitments.

Human Resources will partner with Crucial Learning to certify two trainers, who will then be able to conduct the Mastering Dialogue training course for the City. Trainer certification is required before full access to resources can be given. Once certified, the City must purchase individual learner licenses in order to conduct the training. HR will purchase bulk licenses (they do not expire) and use them to assign learners to training as needed.

Scope of Services

Per the attached proposal, services include:

- **75 Learner Licenses** ($272 per license)
- **In-Person Course Materials (x75)**
- **Shipping & Handling $240.00**

Cost and Funding
The total contract cost is **$20,640.00**, invoiced upon approval. Funds have been appropriated and are available in the Human Resources 2026 budget for training and development.

Recommendation
Recommends approval to:

1. Authorize the expenditure of funds as appropriated in the 2026 budget; and

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2. Award a **non-competitive professional services contract** to Crucial Learning in the amount of **$20,640.00** for training and resource authorization for the City of Grand Junction.

Thank you for your consideration.

Sincerely,

Signed by:
Amanda Nicksic
178A5B090E04454...
Amanda Nicksic
Organizational Development and Training Administrator

Approval:

Signed by:
Shelley Caskey
E9E3C2188666468...
Shelley Caskey, Human Resources Director

Date: 10/15/2026

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Crucial Learning

Order Confirmation Form

(This contract is applicable to all Crucial Learning subsidiaries as listed on Page 3.)

CLIENT INFORMATION

Organization City of Grand Junction City of Grand Junction - HR
Primary Contact Name Amanda Nicksic
Primary Contact Email amanda.nicksic@gjcity.org
Course Start Date January 2027

ORDER DETAILS

Product Name	Quantity	Price
In-Person Course Materials - Crucial Conversations for Mastering Dialogue	75.00	$272.00

SUBTOTAL $ $20,400.00

Note: Subtotal does not include sales tax or duties, shipping, and handling (if applicable). Said fees will be included on final invoice.

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BILLING ADDRESS

Attn Amanda Nicksic	
Address 1 250 N 5th Street	
Address 2 HR	
City Grand Junction	State/Province CO
Postal Code 81501	Country USA
Phone 970-244-1553	Email

SHIPPING ADDRESS

Attn	
Address 1 -Same as billing-	
Address 2	
City	State/Province
Postal Code	Country
Phone	Email

PAYMENT INFORMATION

Payment Method
PO Number (if applicable) *If your organization requires a PO, a PDF is required for processing.
Currency USD USD
Payment Terms Net 30

INTERNATIONAL SHIPPING

Local Contact
Local Email
Local Phone
Tax ID/VAT #
[EU Only] EORI #
Import Broker

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CLP LEARNING MANAGER/SDI ADMIN/ON-DEMAND COURSE MANAGER

Please provide the name and email address of the person responsible for managing users, licenses, etc. on the platform. This will grant access to reporting and other administrative functionality.

Name Amanda Nicksic
Email Address amanda.nicksic@gjcity.org

NOTES/ADDITIONAL TERMS

We will also have another certified trainer and she should also have access to reporting and admin functionality:
Deletha Assenmacher
delethaa@gjcity.org

By signing below, I agree to the Crucial Learning Standard Terms and Conditions found at cruciallearning.com/terms-policies.

Client Signature DocuSigned by: Duane Hoff Jr., Contract Administrator – City of Grand Junction 9F789E7D50F14BC...	Tim Barlow, VP of Sales

VitalSmarts LC dba Crucial Learning
320 River Park Dr, Suite SWB Provo, UT 84604

VitalSmarts (UK) Ltd
5 Churchill Place 10th Floor London E14 5HU United Kingdom

Personal Strengths Publishing Ltd
Ste 154, 186 St. Albans Rd., Watford WD24 4AS

Core Strengths Pte. Ltd.
1 Robinson Road #17-00, AIA Tower Singapore 048542

Personal Strengths Publishing LLC dba Core Strengths
7668 El Camino Real Ste. 104716 Carlsbad, CA 92009

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Crucial Learning

Account Setup Form

Thank you for partnering with Crucial Learning! To help us serve you better, we ask that you provide us with important documents and information related to your purchasing and vendor policies.

ORGANIZATION

Will you be paying with purchase order? (If yes, please provide a copy of a sample (blank) purchase order to your client support specialist.)	
Do you use a 3rd-party payment system? (e.g. Ariba, Coupa, etc.)	
Do you require specific information to be included on invoices?	Reference Contract 5994-26-KF
Is your organization tax exempt? (If yes, please provide a copy of the tax exemption form issued by your state (not the IRS) to your client support specialist. If applicable, please provide one certificate for each state in which you conduct business.)	Yes 98-03544-0000

ACCOUNTS PAYABLE CONTACT INFORMATION

Name Cody Kratzer (If the contact information you are providing is for a team, please enter "Accounts Payable Team.")	
Phone 970-244-1519	**Email for Invoicing** codyk@gjcity.org amanda.nicksic@gjcity.org
Additional recipients (if applicable)	

If you have any vendor forms you need completed, please provide copies to clientsupport@cruciallearning.com. For online forms that require a login, please send the login information to ar@cruciallearning.com.

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Crucial Learning.

Pricing Quote

(This quote is applicable to all Crucial Learning subsidiaries as listed below.)

Prepared by	Trevor Weber trevor.weber@cruciallearning.com	Quote Number	Q-40750
		Created Date	9/9/2026 11:31 PM
		Expiration Date	10/9/2026

CLIENT INFORMATION

Organization	City of Grand Junction
Primary Contact Name	Amanda Nicksic
Primary Contact Email	amanda.nicksic@gjcity.org

PRODUCT DETAILS

Product Name	Quantity	Price
In-Person Course Materials - Crucial Conversations for Mastering Dialogue	75.00	$272.00

Subtotal	$20,400.00
Tax	$0.00
Shipping & Handling (if applicable)	$240.00
Travel & Expenses (if applicable)	
Grand Total	**$20,640.00**

Crucial Learning.

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Crucial Learning.

BILLING ADDRESS

Attn	City of Grand Junction		
Address	250 N 5TH ST		
City	GRAND JUNCTION	State/Province	CO
Postal Code	81501-2628	Country	US

SHIPPING ADDRESS

Attn	City of Grand Junction		
Address	250 N 5TH ST		
City	GRAND JUNCTION	State/Province	CO
Postal Code	81501-2628	Country	US

NOTES

This quote expires on the expiration date listed above. The actual tax rate charged at the time the order is processed may differ from the estimated tax listed above. Travel expenses on this quote, if applicable, are estimates only. THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE, LOCATED AT https://www.cruciallearning.com/terms ONLY APPLY TO TRANSACTIONS THAT DO NOT HAVE A WRITTEN AGREEMENT, DULY EXECUTED BY BOTH PARTIES.

VitalSmarts LC dba Crucial Learning
320 River Park Dr, Suite SWB Provo, UT 84604

VitalSmarts (UK) Ltd
5 Churchill Place 10th Floor London E14 5HU United Kingdom

Personal Strengths Publishing Ltd
Ste 154, 186 St. Albans Rd., Watford WD24 4AS

Core Strengths Pte. Ltd.
1 Robinson Road #17-00, AIA Tower Singapore 048542

Personal Strengths Publishing LLC dba Core Strengths
7668 El Camino Real Ste. 104716 Carlsbad, CA 92009

Crucial Learning.

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Attachment A.
TERMS OF USE

The terms of use outlined in this document ("Agreement") govern your use of our websites to access on-demand courses, download course materials, or use our trainer portal (collectively referred to as "Learning Platform"). By clicking the "Register" button and proceeding to use the Learning Platform you are agreeing to comply with and be bound by the following terms of use. Please review these terms carefully. If you do not agree to these terms of use, do not click the "Register" button and do not access or use the Learning Platform.

ACCEPTANCE OF AGREEMENT

This Agreement, together with any other Agreement you, your employer or another acting on your behalf has entered into in connection with your access to the content hosted on the Learning Platform, constitutes the entire and only agreement between us and you regarding access to the Learning Platform. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Learning Platform; the content, products or services provided by or through the Learning Platform; and the subject matter of this Agreement. This Agreement may be amended at any time by us, provided that we will provide notice to the City of any such amendments. The latest Agreement will be posted on the Learning Platform website. You should review this Agreement prior to each use of the Learning Platform.

SYSTEM REQUIREMENTS

The specific system requirements for accessing on-demand courses, downloading course materials, or using our trainer portal may be found at this link.

TERM

This Agreement and your right to use the Learning Platform shall remain in effect during the time you are duly licensed to access the on-demand content contained on the Learning Platform. Company may terminate this Agreement and Client's access to the Learning Platform upon written notice if Client materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; provided, however, that Company may suspend or terminate access immediately if reasonably necessary to address a security threat, unlawful use, infringement of Company's intellectual property rights, or other circumstances that could reasonably result in harm to Company, the Learning Platform, or third parties. If Company terminates Client's access for reasons other than Client's breach or misconduct, Client's sole and exclusive remedy shall be a refund of the applicable prepaid fees attributable to the terminated portion of the services.

COPYRIGHT, TRADEMARK

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Learning Platform are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the course or course materials is strictly prohibited. Your use of the Learning Platform does not mean you acquire ownership rights to any content, document or other materials viewed through the Learning Platform or any other of our content or materials, no matter the medium in which it appears. You shall not remove, delete, alter, or obscure any trademarks or any copyright, or other intellectual property or property rights notices included on or in the Learning Platform. The posting of information or

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materials on the Learning Platform by you or by us does not constitute a waiver of any of our rights in such information and materials or the rights of third parties who may own such information or materials, as the case may be.

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ARTIFICIAL INTELLIGENCE RESTRICTION

You shall not, and shall not permit any third party to, use the Learning Platform's Intellectual Property (IP) in whole or in part for any Artificial Intelligence processing, including without limitation for the purposes of training, coaching, summarizing, fine-tuning, improving, or developing any artificial intelligence or machine learning models, algorithms, or systems, without our prior written consent. For the avoidance of doubt, the Learning Platform's IP includes all text, images, audio, video, data, and other materials provided to you under this Agreement. This restriction applies regardless of whether the Artificial Intelligence processing is for commercial, non-commercial, research, or personal purposes.

SERVICE MARKS

Products and names mentioned on the Learning Platform may be trademarks of their respective owners.

LIMITED RIGHT TO USE

Unless otherwise specified in a separate agreement governing your use of the materials on the Learning Platform, the viewing, printing or downloading of any content, graphic, form or document from the Learning Platform grants you only a limited, revocable, non- exclusive, non-transferable, non-sublicensable, non-assignable, license for use solely by you for your own personal use and not for republication, distribution, sale, preparation of derivative works or other use or exploitation. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use.

EDITING, DELETING AND MODIFICATION

We reserve the right to edit or delete any documents, information, or other content appearing on the Learning Platform as reasonably necessary for the operation, maintenance, security, or improvement of the Learning Platform. We may temporarily suspend or permanently discontinue the Learning Platform upon reasonable prior written notice to Client; provided, however, that no prior notice shall be required where immediate suspension or discontinuation is reasonably necessary due to a security threat, legal or regulatory requirement, circumstances beyond Company's reasonable control, or to prevent material harm to Company, the Learning Platform, Client, or third parties.

INDEMNIFICATION

To the extent permitted by applicable law, you agree to indemnify, defend, and hold us harmless from any third-party claims, damages, liabilities, and reasonable attorneys' fees arising out of or relating to (a) your material violation of this Agreement; (b) your unauthorized or unlawful use of the Learning Platform; or (c) any Submission you provide to us that infringes or violates the rights of a third party.

NONTRANSFERABLE

Your right to use the Learning Platform is not transferable. Any password or right given to you to access, use, and receive training through the Learning Platform is for your use only.

DISCLAIMER AND LIMITS

The information you access on the learning platform is provided as-is. All warranties, express or implied, are disclaimed, including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose. The information and services may contain bugs, errors, problems or other limitations. We and our affiliated parties have no liability whatsoever

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for your use of any information or service. In particular, but not as a limitation thereof, we and our affiliated parties are not liable for any indirect, special, incidental, punitive or consequential damages (including damages for loss of business, loss of profits, litigation, or the like). No advice or information,

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whether oral or written, obtained by you from us through the learning platform shall create any warranty, representation or guarantee not expressly stated in this agreement. All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. Our maximum liability to you under all circumstances will be equal to the purchase price you pay for any goods, services or training through the learning platform.

USE OF INFORMATION

We reserve the right, and you authorize us, to use information regarding your use of the Learning Platform and all information provided by you in any manner consistent with our Privacy Policy. All remarks, answers to questions, suggestions, ideas, graphics, or other information communicated by you to us through the Learning Platform (collectively, the "Submission") will forever be our property. You acknowledge that you are responsible for whatever material you submit and you have full responsibility for the message, including its legality.
You agree not to make any Submission that violates applicable law, standards of decency that would be expected in a business or educational setting, or that infringe the intellectual property rights of any entity or individual.

PRIVACY POLICY

Our Privacy Policy is a part of this Agreement and can be found at this link. Policy may change from time to time.

COMPLIANCE WITH LAWS

You agree to comply with all applicable laws and regulations, including, but not limited export control laws. You further acknowledge that use of the Learning Platform, and any content, products, or materials obtained from us in any manner, may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release any information to, or otherwise make available to, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

MISCELLANEOUS

This Agreement shall be treated as though it were executed and performed in Colorado, and shall be governed by and construed in accordance with the laws of the State of Colorado (without regard to conflict of law principles). Any cause of action by you with respect to the Learning Platform (and/ or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Grand Junction, Mesa County, Colorado.

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Any breach of this Agreement shall entitle us to damages and reasonable attorneys' fees and costs associated with such breach if we are forced to bring an arbitration or legal action to remedy the breach and are found to be the prevailing party by a court of competent jurisdiction.

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Crucial Learning

STANDARD TERMS AND CONDITIONS OF PURCHASE – Modified for City of Grand Junction October 7, 2026

1. **Introduction.** The following Standard Terms and Conditions of Purchase (the "Terms") shall apply to VitalSmarts, LC doing business as Crucial Learning and its subsidiaries and affiliates (collectively, the "Company"). Under these Terms, the "Client" shall mean the party identified on the applicable order form, variously referred to as an Order Confirmation Form, Client Confirmation Form, or Order Schedule (collectively the "Order").
2. **Definitions.**
   2.1. "Materials" includes articles, course materials, instructor materials and other materials whether delivered in print or electronic means.
   2.2. "Platform" includes software and hardware used to provide Services to Client over the internet and associated offline components.
   2.3. "Services" means Company's programs, deliverables, documentation, training, facilitation, or consulting services as placed by Client and accepted by Company on an applicable Order.
3. **Orders.** Orders shall detail the items being purchased by Client at the time of the purchase. All Orders for just learner licenses for access to course materials (whether online, virtual or physical) are non-cancellable and non-refundable. Upon Client signature or email confirmation of an Order, the Order will be binding. Orders must be placed no fewer than thirty (30) calendar days prior to the date the item is needed. Company may, at its discretion, accept orders fewer than thirty calendar (30) days, but may charge a rush fee or and/or expedited shipping fees if agreed to by the Client.
   3.1. Additional Orders. Additional Orders may be added to the Terms by reference to these Terms, provided that each such Order is signed by both parties.
4. **Intellectual Property and License Grant.** Client acknowledges and agrees that Company and its licensors are and remain the owners of all intellectual property rights in and to the Materials, Platform and Services
   4.1. License Grant. Company grants to Client a non-exclusive, non-transferable, non-sublicensable limited license to use the Materials, Platform and Services solely for Client's internal use by employees of Client for whom access has been paid.
   4.2. User Access. Persons accessing the Services or receiving the Materials are referred to herein as "Users". Client will pay the applicable fees for each User to access the Services or receive the Materials. User access is for named Users and cannot be shared or used by more than one User. Users may retain indefinitely for their personal reference the tangible Materials.
   4.3. Restrictions. Neither Client nor its employees nor any third party shall have any right to copy, distribute, publicly display, license, sub-license, create derivative works from or make any other use of Company Materials, Platform or Services. In addition, Client shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the software used in the Platform. Client shall not remove any proprietary notices or labels; use the Services for any unlawful purpose; create internet links to or from the Platform; or frame or mirror any of the content on the Platform.
   4.4. Artificial Intelligence Restriction. The Client shall not, and shall not permit any third party to, use the Company's Background IP in whole or in part for any Artificial Intelligence processing, including without limitation for the purposes of training, coaching, summarizing, fine-tuning,

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improving, or developing any artificial intelligence or machine learning models, algorithms, or systems, without the Company's prior written consent. For the avoidance of doubt, "Company's Background IP" includes all text, images, audio, video, data, and other materials provided to Client under this Agreement. This restriction applies regardless of whether the Artificial Intelligence processing is for commercial, non-commercial, research, or personal purposes.

4.5. Client Information. Client shall retain all its rights, title and interest in and to Client's products, trademarks, technology, inventions, techniques, data, designs, and other information. Insofar as Client or any of Client's employees input information into the Platform, all ownership of rights of such information belong to Client or the individual who inputted the information. In contrast, any feedback, comments, questions, ideas or other information provided to Company by Client, shall be licensed to Company by Client on a non-exclusive basis solely for Company's internal use in evaluating, improving, and developing its products and services. Company will not identify Client as the source of such feedback without Client's consent. Client represents the feedback will not violate the personal, proprietary or intellectual property rights of any third party.

5. **Virtual Training or Content**. If Client has ordered live online (virtual instructor led), on-demand (self-paced) training or is otherwise accessing Company's virtual Platform, this clause shall apply. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the virtual training or content and will promptly notify Company of any such unauthorized access or use. Only Client employees for whom Client has purchased the applicable license for access shall be given access. Client agrees to abide by registration instructions and procedures for virtual access provided by Company from time to time. Client acknowledges and agrees that a user of virtual training may not cancel his/her registration once registration for a course has been confirmed. For live online courses, registration occurs when a user logs into the virtual platform. For on-demand courses, registration begins when a user enters a username and password. Even if the user does not attend the course at all, or in its entirety, the registration fee will be earned by Company.
6. **Recording.** Audio, digital and/or video recording by Client or Client employees of any Company training course (whether in-person, live online or on-demand) is strictly prohibited. Speeches or short presentations may be recorded under certain circumstances and are subject to a separate Speaker and Recording Agreements.
7. **Availability.** Company uses commercially reasonable efforts to maintain availability of the Services and Platform 24 hours per day, 7 days per week. Scheduled and unscheduled interruptions may occur and Company does not warrant uninterrupted availability of the Platform. Normal software or hardware upgrades are scheduled for nights and weekends and designed to cause minimal disruption.
8. **Billing and Payment.** Unless otherwise stated in an Order, payment shall be due thirty (30) calendar days following receipt of an invoice. Company may invoice: a) after delivery of training or other Services, b) upon shipment of physical Materials or provision of access to Platform or c) in advance for subscriptions.

8.1. Payment Methods. Payments will be accepted via wire, ACH, check or credit card. If Client pays via credit card, Client shall pay Company a 3% processing fee in addition to the invoice amount.

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Crucial Learning

8.2. Overdue Payments. Any late payment will accrue late charges at the rate of 1.5% of the outstanding balance per month. Company shall be entitled, in addition to other available remedies, to suspend deliveries to Client.

8.3. Reimbursable Expenses. Client shall reimburse Company for all reasonable travel and lodging expenses. Client is also responsible, without limitation, for all applicable shipping and handling charges, sales (at the actual rates at time of invoice). Company will add such charges and taxes to the invoice.

9. **Shipping; Defective Product.** All orders are shipped F.O.B. Shipping Point, freight prepaid and added to Client's invoice. Company will, as its sole remedy, replace defective product with conforming product provided returns are made within ten (10) business days of receipt.

10. **Cancellation.** If Client cancels or reschedules a training course, Client is responsible for all non-refundable travel costs incurred, regardless of cancellation date. If Client cancels a training course with more than 30 calendar days' notice to Company, there is no cancellation fee and any fees previously paid will be credited to Client's next event or purchase (except non-refundable travel costs mentioned above). If Client cancels with thirty (30)or fewer calendar days' notice to Company, Client is responsible for 100% of the delivery fee for the event.

10.1 Reschedule. An Event is considered "rescheduled" only if the new date is within 5 business days of the last day of the original Event and Client signs an amended Confirmation Form (or equivalent). If the Event is rescheduled with the same master trainer, there is no cancellation fee. However, if a new master trainer is used for the rescheduled Event, Client is responsible for 20% of the day fee to compensate the original master trainer for the lost opportunity. If the new Event is not rescheduled within the time limits above or Client has not signed an amended Confirmation Form (or equivalent), the reschedule will be considered a cancellation and the cancellation terms above will apply.

10.2 Producer Cancellation/Reschedule. If a live online Event with a Company producer is cancelled or rescheduled with 6 or more business days' notice there is no cancellation/reschedule fee. If Client cancels or reschedules with 5 or fewer business days, Client is responsible for 100% of the producer fee.

10.3 Notice. Notice of cancellation/reschedule must be in writing and will be deemed given when received by Company. Notice may be given via e-mail to your Senor Client Advisor or by overnight courier addressed to: Customer Service, 320 River Park Drive, Suite SWB, Provo, UT 84604, USA.

11. **Subscriptions**.

11.1. Duration. Initial User subscriptions will begin and continue for the initial "Subscription Period" as stated in the applicable Order. Any additional User subscriptions added after the beginning of a Subscription Period will continue for the duration of the Subscription Period. Subscriptions added during the Order term will be prorated and billed for the remainder of the current Order term.

11.2. Renewal. There shall be no automatic renewal if either party gives the other party notice of non-renewal at least sixty (60) calendar days prior to the end of the relevant Subscription Period or if renewal pricing is based on the actual number of current and anticipated users.

12. **Warranties.** Company warrants that the Materials, Platform and Services, when used in accordance with these terms and conditions a) will not infringe or otherwise violate any patents, copyrights,

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trademarks or other intellectual property rights of any third parties; and b) will be free from material defects in materials and workmanship when delivered.

12.1 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, THE PROGRAMS AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Indemnification.**

13.1. Indemnification by Company. Company will indemnify Client and Client's owners, directors, employees, agents and representatives ("Indemnified Parties"), from any and all third party claims and liabilities (including reasonable attorneys' fees) which may arise from third party patent, trademark or copyright infringement claims arising in connection with such Indemnified Parties' authorized use of the Materials, Platform and Services, except to the extent that such infringement is attributable to content provided by Client or an Indemnified Party. Company reserves the right to control the defense of any such litigation, including the employment of counsel and payment of all expenses, provided that Client provides Company with prompt written notice of such claim and Company may not settle any claim against Client unless it unconditionally releases Client of all liability.

13.2. Indemnification by Client. Reserved.

14. **Compliance with Laws**. Each party agrees to comply with all applicable laws and regulations including, but not limited to, all export control or other trade regulations. Client hereby acknowledges that all goods and services provided under these terms and conditions are subject to U.S. export control laws and may not be provided directly or indirectly to any country to which export is prohibited by U.S. export control laws or to any individuals or entities based or resident in those countries. Client acknowledges that if Company has reason to believe that U.S. export control laws may be or have been violated, Company may, in its sole discretion, suspend or terminate the Order or Orders immediately upon written notice.

15. **Limitation of Liability**. TO THE EXTENT ALLOWED BY LAW, COMPANY'S LIABILITY TO CLIENT IN CONNECTION WITH THESE TERMS OR ANY MATERIALS, PLATFORM OR SERVICES DELIVERED HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CLIENT TO COMPANY FOR MATERIALS, PLATFORM OR SERVICES DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.

16. **Confidential Information**. Company and Client acknowledge that, subject to the exceptions set forth below, the following shall constitute "Confidential Information": (a) any information relating to an Order; (b) non-public information of a sensitive or proprietary nature to include but not be limited to financial, IT security, or technology information, ; and (c) any other information that either party reasonably holds in confidence or has received from a third party under an obligation of confidentiality.

16.1. Exceptions. The following information will not be considered Confidential Information: a) information that is already generally available to the public at the time of disclosure by the disclosing party; b) information that hereafter becomes generally available to the public, through no fault of the receiving party; c) information that is known by the receiving party prior

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to the disclosure, d) information that becomes known through a third party under no obligation not to disclose it; and e) information required to be disclosed per law, i.e. CORA. During the term and for three years thereafter, each party agrees to maintain the other party's Confidential Information as strictly confidential and not to, directly or indirectly, disclose or reveal it to any third party, or seek to use it for any purpose, except as contemplated in this Confirmation Form or as required by a court or governmental authority of competent jurisdiction, after first notifying the disclosing party of such disclosure requirement when disclosure is required by law.

16.2. Injunctive Relief. The parties agree that a breach of this Section may cause irreparable damage which money cannot satisfactorily remedy and, therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party will be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party.

16.3. Passwords. As part of the registration process, Client will assign passwords for accounts. Client is responsible for maintaining the confidentiality of passwords, and Client agrees Company has no liability with regard to the use of such passwords. Client agrees to notify Company if it has any reason to believe that the security of Client's account has been compromised.

17. **Data Privacy and Security.** Company uses commercially reasonable practices, including encryption and firewalls, to ensure that Client data is disclosed only to Client and Users. The following documents are incorporated by reference.

17.1. Terms of Use. See attached Attachment A.

17.2. Privacy Policy**.** Company's Privacy Policy may be found here: https://cruciallearning.com/terms-policies/privacy-policy/.

17.3. Data Security. In lieu of a data processing addendum, Company's Data Security document may be accessed here: https://cruciallearning.com/terms-policies/security-policy/.

17.4. Data Compliance. Client shall be responsible for: a) Users' compliance with these Terms; b) using the Materials, Platform and Services in accordance with applicable laws and regulations; and c) be solely responsible for Client data. Client shall not: a) upload or otherwise transmit through the Services anything which violates law or infringes in any way upon the rights of others; b) interfere with or disrupt the integrity or performance of the Services; or c) attempt to gain unauthorized access to the Services or related systems or networks.

18. **Assessment Data.** The individual that provides personal data as part of any assessment (the "Data Subject") owns that assessment data regardless of whether access was paid for by the Client. Only the Data Subject can give permission to share or provide access to his or her results. Those who receive access to individual results have an obligation to protect the privacy and confidentiality of the Data Subject. Assessment data are retained indefinitely and can only be deleted at the request of the Data Subject.

19. **Third-Party Providers.** Certain third-party providers offer products and services related to the Services, including implementation, customization and other consulting services related to Client's use of the Materials, Platform and Services (both offline and online), such as exchanging data with the Platform or by offering additional functionality within the user interface of the Platform. Company does not warrant any such third-party providers or any of their products or services, whether or not designated by Company as certified, validated or otherwise. Any exchange of data or other interaction between Client and a third-party provider, and any purchase by Client of a product or service offered by such third-party provider is solely between Client and such third-party provider.

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20. **Term and Termination.**
    20.1. Term. Unless terminated as provided herein, the Order shall commence on the Start Date and end on the End Date as stated in the Order. Subscriptions shall terminate when all subscription periods and any renewals thereof entered into pursuant to these Terms have expired or been terminated.
    20.2. Termination. Either Party may terminate these Terms and any associated Order upon thirty (30) calendar days written notice of a material breach if such breach remains substantially uncured after the notice period. Termination shall not relieve Client of the obligation to pay any fees due or payable to Company prior to the effective date of termination. Rights and obligations under these Terms that by their nature should survive will remain in effect after termination or expiration of the Order.
    20.3. Return of Information. Client data provided as part of an assessment will be made available to Client either from Company or through a third-party offsite storage provider for up to 90 days after termination.. Data Subject assessment results are specifically excluded from this clause.
21. **Governing Law**. The Order and all matters relating to the Order shall be governed by, and construed in accordance with, the laws of the State of Colorado, excluding its conflict of laws provision.
22. **Insurance**. Company shall maintain in full force and effect during the term of these Terms, the following minimum insurance coverage: a) Workers' Compensation in accordance with the statutory Workers' Compensation Laws for the state(s) in which the Services are being performed; b) General Liability Insurance in the minimum amounts of $1,000,000 per occurrence and $2,000,000 aggregate; and c) Automobile Liability Insurance to include non-owned and hired vehicles in the minimum amounts of $1,000,000 combined single limit per occurrence.
23. **General Terms**.
    23.1. Independent Contractor. Company is an independent contractor to Client in respect of services provided under the Order. Neither party has the authority to act on behalf of the other party or to bind it.
    23.2. Force Majeure. Each party will be excused from performance hereunder (except for the payment of money due) for any period and to the extent that it is prevented from performing its obligations, in whole or in part, as a result of delays caused by an act of God, war, riots, fire, flood, hurricane, typhoon, tornado, earthquake, lightning, explosion, strikes, lockouts, slowdowns, power outages, governmental action, or nonperformance by third party providers of goods or services, and such nonperformance shall not be a default or a ground for termination.
    23.3. No Waiver. No delay or omission by either party to exercise any right or power under the Order will impair such right or power or be construed to be a waiver thereof. All waivers must be in writing and signed by the party waiving its rights.
    23.4. Notices. All notices under these Terms shall be in writing and shall be delivered by registered or certified mail, express mail, or courier with tracking system to the address stated in the Order.
    23.5. Assignment. Notwithstanding the foregoing, either Party may, without consent of the other Party, assign, transfer, delegate or pledge this Agreement and/or its rights and obligations hereunder to any third party in connection with any merger, spin-off, or sale of substantially all of the assigning Party's stock or assets if such assignment does not materially alter the assigning Party's burdens or obligations.

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23.6. Modifications. The Order and Terms may not be modified except in writing, signed by both parties.

23.7. Signatures. The Order may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF, and/or by commercially-recognized electronic signature software program shall constitute an original signature.

23.8. Headings. Headings in the Terms are for reference purposes only and will not affect the interpretation or meaning of the Terms.

23.9. Audit. If Company has a reasonable basis for believing that Client has violated the intellectual property and license grant provisions or that Client has otherwise breached these Terms, Company shall have the right, during the term of the Order and for one (1) year thereafter, to audit Client's use for the purpose of confirming Client's compliance with the provisions.

23.10. Product Updates. At Company's sole discretions, Materials, Platform and Services may be updated from time to time. Company will use reasonable efforts to provide Client with notice of such updates or modifications. However, Company makes no guarantees as to the recency of Materials, Platform and Services advertised and makes no commitment to update same.

23.11. Entire Agreement. The Order contains the entire agreement between the parties with respect to its subject matter and supersedes the provisions of any agreement prior to the date hereof. Any additional terms and conditions, such as those appearing on a purchase order, are expressly disclaimed and shall not apply.

Version: These terms and conditions are valid for all orders completed on or after October 09, 2025.

VITALSMARTS, LC dba Crucial Learning	**City of Grand Junction**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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DATA SECURITY

Company is in compliance with all applicable legal, statutory, and regulatory information security requirements including the General Data Protection Regulation (GDPR), Standard Contractual Clauses, and the California Consumer Privacy Act (CCPA). Company has implemented and will maintain appropriate administrative, technical and organizational measures to protect personal information. Company's security program protects personal information against misuse and accidental loss or destruction in accordance with its written security policy.

Specifically, Company will:

1. Handle Client personal information in compliance with applicable laws and regulations.

b) Process Client personal information only as needed to provide Services. Access to Client personal information is limited to individuals with a need to know.

c) Implement and maintain safeguards that ensure the security, confidentiality, reliability, and integrity of Client personal information, including:

   a. Physical Access Control—no unauthorized access, security badges, alarm system,

   b. Logical Access Control—strong passwords, need-to-know only access, multi-factor authentication,

   iii. Data Transfer Control—enforced transport layer encryption, Virtual Private Network, and

   iv. Availability Control—backups, virus protection, firewall.

d) Promptly notify Client regarding any security incident involving the misuse or accidental or unlawful destruction or disclosure of Client's personal information unless otherwise instructed by law enforcement or regulatory authority. Company will conduct a thorough investigation and take measures to remediate and prevent future incidents.

e) Regularly audit its business processes and security measures, including vulnerability and penetration testing as well as prompt application of security updates.

f) Ensure sub-processors are capable of providing the necessary level of protection of any Client personal information they may handle. The following third party sub-processors are used by Company and are considered approved by Client: Box, Inc., Salesforce.com, Marketo, Thought Industries, Inc., and NetSuite, Inc.

g) Process any international transfer of Client personal information in compliance with the Standard Contractual Clauses set out by the European Commission.

h) Comply with Company security program and policy that meets or exceeds requirements imposed by applicable law and aligns with established industry standards.

i) The following information is provided regarding the type of personal information and the purpose for which it is used:

   i. Nature and Purpose: Company provides training, consulting and facilitation services. Personal information is collected and used to deliver services as agreed upon by the Client and Company.

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ii. Categories of Data Subjects: employees of Client who are participants in training.

iii. Categories of Data: identification information (such as name, employer); contact information (such as telephone number, email address); job-related information (such as title, office location); IP address or online identifier.

iv. Special Categories of Data: none.

v. Processing Operations: personal information will be processed in accordance with the services agreed upon by the Client and Company.

j) Upon termination of the agreement, Company will return or destroy any personal information of Client as directed by Client.