



**TRAINING RESPONSE NETWORK, INC.
FORT BEND COUNTY SHERIFF'S OFFICE**

PARTNERSHIP AGREEMENT

This Master Institutional Partnership and Services Agreement ("Agreement") is made as of the date of execution by **Fort Bend County**, by and between **Training Response Network, Inc.**, a New Hampshire © Corporation with a mailing address of P.O. Box 5520, Hanover, New Hampshire 03755 (hereinafter, "the Company" or "TRN"), and the **Fort Bend County Sheriff's Office (FBCSO)** upon signature by the **Fort Bend County Judge** and Attested by County Clerk on behalf of the Fort Bend County Sheriff's Office (hereinafter "the Institutional/Partner"). Hereinafter, a reference to "Party" shall mean either **Company/TRN** or **Institutional/Partner** and a reference to "**Parties**" shall mean both Company/TRN and Institutional/Partner. This agreement will be a multi-year agreement to be renewed yearly at the option of each party with the first period commencing ____/____/____ thru ____/____/____. (TBD)

WHEREAS Company creates, maintains and licenses to FBSCO both its technology solutions and its online suite of In-Service e- training/e-learning courses, computer-based training materials, a learning management system (LMS), mobile applications and custom software applications as well as and other resources (collectively, the "Cloud-Based Platform Resources") currently accessible through Company's website at <https://dash.trnpc.com> (the "Site"):

WHEREAS, the Online Resources are normally licensed by Company to its customers and used primarily for technology, law enforcement in-service training/learning, tracking and reporting by (i) law enforcement organizations, military police organizations, and other emergency service providers, (ii) individuals working in the fields of law enforcement, military service, corporate security, and emergency services, and (iii) students of the law and other members of the general public, higher-education institutions to assist with the Department of Education's federal compliance-based training and mandated requirements;

WHEREAS Institutional/Partner is a governmental law enforcement agency whose primary mission is the enforcement of laws and for the protection of its local citizens from crime and danger within its local community boundaries within the State of Texas.

WHEREAS, the Company has agreed to grant to Institutional/Partner the use of its Online Resources, and Institutional/Partner has agreed to accept such offer of this partnership from Company to use the Online Resources, all upon the terms and conditions of this Agreement as listed in detail in **Exhibit A** attached.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants, hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the Parties hereby agree as follows:

1. Partnership Arrangement.

- a. Subject to the terms and conditions of this Agreement, Company hereby grants to Institutional/Partner the right to use the Company's Technology platform and In-Service e-Training library of curriculum on automatic renewal time periods each of **one-year (1)** unless one of the parties decides to cancel such partnership agreement with a minimum of a

45-day notice in writing. However, for the initial period of release and use both parties will agree to a two-year (2) period will begin _____-2022 thru _____-2024 (the initial two (2) consecutive years period), with (the “Initial Term) for use of the Company’s Technology and Online Resources. Such use will be for a fixed maximum of number of FBCSO’s of _____ end-users not to exceed _____ individuals priced at \$0.00 per end-user for each or "Individual Access/Use") for the purposes of web-based training and other technology solutions for law enforcement, jail, and dispatcher in-service training via a web-based training solution Institutional/Partner’s specific Authorized Staff/Users only of the agency. The Company also understands and agrees to provide access and other information as required to assist agency with the Texas Commission on Law Enforcement Education (TCOLE) online certification, audits and reviews as required by TCOLE. However, any Company lesson plans provided for such review and audits will not be released to TCOLE but can be reviewed as requested. Such terms for this partnership are further set forth in the attached form hereto referred to as **Exhibit A** (the “Terms and Conditions Form”). This License grants herein is a limited, non-exclusive, non- transferable license to use the Company’s suite of products, subject to the Terms and Conditions of this Agreement.

- b. Each Institutional/Partner’s end-user’s access shall be determined upon the first-time each end-user set-up/login shall be required to read and agree to the Terms and Conditions of the product’s use which requires that each user read and click to agree to its Terms and Conditions of use. Each individual staff member or person executing their Terms and Conditions for their Individual Membership Agreement is hereinafter referred to as an “Authorized User”. Subject to the expiration, cancellation or termination of this agreement as set forth in this Master Agreement or Individual Terms and Conditions Agreement(s), the term of each Individual Subscription shall coincide with the Term of this Agreement. Each Individual Membership Agreement shall be assigned by Institutional/Partner to one unique Authorized End-User, who shall: (i) be a current employee or officer of the Institutional/Partner’s staff or end-user’s whose identity has been validated in advance by Institutional/Partner (FBCSO), (ii) designated by Institutional Partner to use the Online Resources in a writing by email provided to Company via a listing of validated users within a bulk load excel import form to be uploaded from Institutional Providers Human Resource database to import form and then to the web-based platform’s database, and (iii) individually agree to be bound by the Individual Terms & Conditions of the Company’s Terms and Conditions user agreement. Any individual’s unique access may not be assigned from one individual to another for tracking and reporting reasons. However, if an individual leaves the agency and that seat/slot is vacated the Company will also a new replacement end-user to use that seat/slot at any time requested in an email to the Company; any individual accessing the Online Resources can only do so pursuant to this unique Individual/Partner Agreement.
- c. Non-Exclusivity. During the Term of this Agreement, this License shall provide to the Institutional Partner a non-exclusive right to access and use the Online Resources. During the Term of this agreement, the Company is free to market, sell to and contract with and/or conduct business with any other such similar entity or entities similar to the Institutional Partner for the use and/or license of the Company’s Online Resources, with the exception that, only the Institutional Partner will have certain exclusive rights and privileges that no other such entity in the state will be entitled to since they will not be a co-partner such as a no fee per user access to the Company’s in-service web-based training and Company’s technology platform. However, the Company shall be able to charge other similar type agencies who wish to use the company’s in-service training and technology platform is such an opportunity arises.

2. License Restrictions.

In exercising the rights as granted under this Agreement, Institutional Partner:

- a. Shall not permit any non-Authorized User or third party to, assign, license, sublicense, resell, rent, lease, distribute, transfer, or otherwise exploit the site, the License being granted or Online Resources, or any portion thereof without the full understanding and cooperation and knowledge of the Company; The Company and acknowledges Institutional Partner (FBSO) mutually agree that each will adhere to:
- b. That all data collected during the use of the Company's platform of 3rd party customers to include agency emails, mobile telephone numbers, course test results and reports will remain confidential.
- c. Fully acknowledges that the information, organization, "look and feel" and materials incorporated into the Site and the Online Resources constitute Confidential Intellectual Property Information of TRN, and that Institutional/Partner in discussions or working with any other third party entity fully agrees to use "best efforts" to maintain the confidentiality of such materials and will not make copies of or printouts of any portion of the Site and/or any Online Resources, or permit any third party (including any Insured or Authorized User) to do so. And shall not divulge the unique relationship of the Company and Institutional Partner except where both parties agree.
- d. Upon the specific request from the Institutional/Partner for a custom e-training product (each, "Custom Content"), Company shall work with such Institutional/Partner to develop Custom Content for which the Partner and Company will enter into a separate Exhibit attachment (each, a "Custom Development Contract") and Institutional/Partner shall pay Company directly under such Custom Development Contract. The ownership and intellectual property rights for any such Custom Policy-Based Content shall be owned by Institutional Subscriber, non-policy-based or custom developed generic courses/content shall be jointly owned in accordance with the terms of each such Custom Development Contract. Pricing of such customized course material for Institutional Partner will not exceed \$3500.00 per course unless course is unusually large or has multiple sections.
- e. Shall not permit any non-Authorized User or Third Party to access or use the Site and/or the Online Resources (including without limitation, the mobile application) unless both parties agree in writing via email.

The Company and acknowledges Institutional Partner (FBSO) mutually agree that each will adhere to:

- a) That all data collected during the use of the Company's platform of 3rd party customers to include agency emails, mobile telephone numbers, course test results and reports will remain confidential.
- b) Shall not permit any non-Authorized User or third party to, copy, create a derivative work of, videotape, share, reverse engineer, reverse assemble, disassemble, or decompile the Site, and shall not permit any of its Authorized Users or a third party to modify, alter, adapt, or create derivative works from the Site, the Company's Online Resources, or any portion thereof without notifying and requesting such right from the Company in writing:
- c) Shall not permit any non-Authorized User or third party to use or permit others to use any security testing tools to probe, scan, or attempt to penetrate or ascertain the security of the Site:
- d) Shall not permit any non-Authorized User or third party to, remove, copy, or alter any copyright, trademark, service mark, trade name or other proprietary notice on any materials forming any part of the Site and/or the Online Resources of the Company; and

- e) Fully acknowledges that the information, organization, "look and feel" and materials incorporated into the Site and the Online Resources constitute Confidential Intellectual Property Information of TRN, and that Institutional/Partner in discussions or working with any other third party entity fully agrees to use "best efforts" to maintain the confidentiality of such materials and will not make copies of or printouts of any portion of the Site and/or any Online Resources, or permit any third party (including any Insured or Authorized User) to do so. And, shall not divulge the unique relationship of the Company and Institutional Partner except where both parties agree.
- f) Upon the specific request from the Institutional/Partner for a custom e-training product (each, "Custom Content"), Company shall work with such Institutional/Partner to develop Custom Content for which the Partner and Company will enter into a separate Exhibit attachment (each, a "Custom Development Contract") and Institutional/Partner shall pay Company directly under such Custom Development Contract. The ownership and intellectual property rights for any such Custom Policy-Based Content shall be owned by Institutional Subscriber, non-policy-based or custom developed generic courses/content shall be jointly owned in accordance with the terms of each such Custom Development Contract. Pricing of such customized course material for Institutional Partner will not exceed \$3500.00 per course unless course is unusually large or has multiple sections.
- g) Shall not permit any non-Authorized User or third party to use the Site and/or the Online Resources (including without limitation, the mobile application for the Site) in any unsafe situation or environment unless both parties agree.

3. Online Resources.

The Online Resources shall be made available through the FBCSO Site or such other website as Company may determine in its understanding and agreement with Institutional Partner during the term of the agreement. It is the intent of Company that the Online Resources and other software applications will be available for use during the Term. Notwithstanding the foregoing, the content, services, programs, operation and features of the Online Resources and the Institutional Partners custom branded website may be expanded, restricted, updated or otherwise changed by Company in cooperation with Institutional Partner at any time, provided that, except for instances where emergency maintenance is required, during the Term. Either party will provide the other time with a minimum of fifteen days (15) days' notice by email prior to any major changes to the Site or the Online Resources.

The Company acknowledges the following as agreed to with Institutional Partner (FBSO) as requested considerations the Company will adhere to:

- a) That all data collected during the use of the Company's platform of 3rd party customer as well as any agency (FBSO) individual user of Fort Bend County Sheriff's Office law enforcement personnel which is stored and saved by the Company, the Company agrees that upon:
 - A request from either FBSO or other outside individual which has been captured and stored in the Company's personnel analytical database platform such as reports, course completion certificates or other user collected information of any of their law enforcement agencies and/or individual users upon either a request from the Institutional Partner, or any outside 3rd party who has also used the system shall request promptly be provided by Company to Institutional Provider (FBSO).
 - Similarly, if the Institutional Partner decides not to renew the partnership, the Company will also provide to the Institutional Partner (FBSO) all relevant In-Service Cloud-Based Training information as listed above for all personnel/individuals and any 3rd parties within 10-days.
 - The Company will cooperate with required resources to assist agency with TCOLE requirements for **TCLEDDs** and **TCOLE's** review of course content to meet standards.

4. Term.

The General Terms of this Agreement will be consecutive one-year (1) terms for each year after an initial minimum period for the first term of a two- year (2) period beginning upon execution by County and then release of product to FBCSO's, with automatic renewal every year on the anniversary date of each year unless upon the mutual written consent of both Parties hereto decide(s) to cancel the partnership. The Parties shall engage in good faith discussions regarding the terms and conditions of any Renewal Term no later than forty-five days (45) days before the end of each renewal term. Any reference herein to the "Term(s)" shall include the Initial Term and any Renewal Term.

5. Fees and Expenses.

Fees payable by Institutional Partner shall be as set forth on **Exhibit A** and paid as set forth below. Notwithstanding anything to the contrary herein, all sales, use, value-added or other taxes or duties lawfully imposed or levied on any payment made by Institutional Partner for use of the Online Resources by the any Authorized User shall be the co-responsibility of both partners from any outside agency's third-party sales.

6. Ownership of Intellectual Property.

Except for any Custom Content developed under a Custom Development Agreement to be listed as a separate exhibit upon negotiations and except for the License rights expressly granted under this Agreement, TRN retains all right, title, and interest in and to all TRN Property, including without limitation, the Site, the technology platform, all content thereon, and all Online Resources, including all related intellectual property rights therein. As used in this Agreement, "TRN Property" means any and all technology and information, methodologies, data, designs, ideas, concepts, know-how, techniques, user interfaces, templates, documentation, software, hardware, modules, development tools and other tangible or intangible technical material or information that TRN possesses or owns prior to the commencement of this Agreement or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property. TRN Property shall also include any enhancements, modifications or derivatives made by TRN to the Site, the Online Resources and/or TRN Property during the Term of this Agreement, and any software, modules, routines or algorithms which are developed by TRN during the Term, provided such software, modules, routines or algorithms have general application to the Site and/or the Online Resources generally and/or work performed by TRN for its other customers and do not include any content that is specific to Institutional Subscriber or which, directly or indirectly, incorporates or discloses Institutional Subscriber's Confidential Information. TRN, its successors, and assigns, shall have the right to obtain and hold in its or their own name copyrights, patents, applications, registrations, and any other protection available in the Site, all content thereon, and all Online Resources and any work product provided by TRN under this Agreement. Institutional Subscriber agrees not to copy, reproduce, videotape, or provide to any third party any Online Resources or any other content or materials on the Site without the express prior written permission of TRN.

7. Audit Rights.

TRN and/or Institutional Provider may, at any time, require assurances of compliance with the terms of this Agreement and any Individual Membership Agreement, including an annual usage certification. Upon reasonable notice, TRN may cause an audit and/or inspection to be made of Institutional Subscriber's computer systems, records, and premises during normal business hours solely to the

extent reasonably necessary to verify compliance with the terms of this Agreement and the License set forth herein. If any such audit reveals that Institutional Subscriber, any Insured or any Authorized User have used the Online Resources beyond the scope of the License granted herein, Institutional Subscriber shall be in material breach of this Agreement and Company may terminate this Agreement and the License granted hereunder immediately.

8. Non-circumvention and Non-solicitation.

During the Term of this Agreement and for a one- hundred and eighty- days (180) day period thereafter, Institutional Subscriber shall not retain, hire, or contract with any individual or third-party group who are employed as employee or consultant engaged by Company. Institutional Subscriber acknowledges that this provision is reasonable and necessary to protect the interests of Company and its Confidential Information.

9. Limited Warranty.

Company represents and warrants that all work undertaken by it to provide the Online Resources shall be accomplished in a professional and workmanlike manner. EXCEPT FOR THE WARRANTY CONTAINED IN THE IMMEDIATELY PRECEDING SENTENCE, THE ONLINE RESOURCES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TRN EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL OTHER WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM VIRUSES, TITLE, ABSENCE OF LIEN, ENCUMBRANCE OR SECURITY INTEREST, NON- INFRINGEMENT, NON- INTERRUPTION AND QUIET ENJOYMENT.

10. Limited Liability.

THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL EITHER PARTY, THEIR AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, REPRESENTATIVES OR AGENTS, OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, HEIRS, OR ESTATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOSS OF BUSINESS INFORMATION, HARM TO REPUTATION, AND THE LIKE), OR ENHANCED, EXEMPLARY OR PUNITIVE DAMAGES, ARISING IN ANY WAY OUT OF OR CONNECTED WITH THE SITE, THE ONLINE RESOURCES OR ANY PART THEREOF, OR THE POSSESSION, USE, INABILITY TO USE, OR MALFUNCTION OF THE SITE, THE ONLINE RESOURCES OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF EITHER PARTIES' REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. INSTITUTIONAL SUBSCRIBER FURTHER AGREES THAT FOR ANY BREACH OF THIS AGREEMENT BY TRN, WHETHER A BREACH OF WARRANTY OR OTHERWISE, ANY DAMAGES RECOVERABLE BY INSTITUTIONAL SUBSCRIBER, ANY INSURED AND/OR ANY AUTHORIZED USER SHALL BE LIMITED TO, IN THE AGGREGATE, AN AMOUNT NO GREATER THAN THE AMOUNTS ACTUALLY PAID TO TRN BY INSTITUTIONAL SUBSCRIBER PURSUANT TO THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH BREACH. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY

REGARDLESS OF ANY REMEDIES THAT WOULD OTHERWISE BE AVAILABLE.

IN ADDITION, WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED BY INSTITUTIONAL SUBSCRIBER THAT, GIVEN THE NATURE OF THE INTERNET, TRN CANNOT WARRANT OR GUARANTEE UNINTERRUPTED OR ERROR FREE PERFORMANCE OR FUNCTIONALITY OF THE ONLINE RESOURCES. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING SENTENCE, INSTITUTIONAL SUBSCRIBER AGREES THAT TRN SHALL HAVE NO LIABILITY FOR ANY FAILURE OF FUNCTIONALITY OF THE ONLINE RESOURCES WHERE THE SAME IS DUE TO THE FAILURE OF INSTITUTIONAL SUBSCRIBER'S OR ANY THIRD PARTY'S TELECOMMUNICATIONS SYSTEMS, EQUIPMENT OR SERVICES.

11. Promotional Consideration.

As partial consideration for the partnership granted to Institutional Partner pursuant to this Agreement, Institutional Partner shall agree to cooperate in good faith with Company to make publicly known as possible the partnership with the Company through a variety of promotional campaigns programs as mutually discussed and agreed upon by both parties and which are allowable to Institutional Provider legally able to undertake promoting Company, the Site, and the Online Resources. At a minimum, Institutional Partner shall issue at two (2) press releases during each 12- month period in cooperation and discussion with Company.

12. Termination.

Either Party (the "Terminating Party") may terminate this Agreement if the other Party hereto (the "Breaching Party") or any of its departments or any persons directly or indirectly employed by the Breaching Party (including in the case of Institutional Partner, and/or any Authorized User) has breached a material provision of this Agreement or any Individual End-User Terms and Conditions Agreement. Such termination shall be effective no earlier than thirty (30) days after the date that written notice of termination (such notice, the "Termination Notice") is provided to the Breaching Party. Furthermore, to the extent that the Breaching Party cures the breach to the satisfaction of the Terminating Party within such thirty (30) period following provision of the Termination Notice, then the Agreement shall not terminate. Upon termination or expiration of this Agreement, Institutional Partner, and all its Authorized Users shall (1) immediately cease use of the Site and the Online Resources and (2) return to TRN any Online Resources in such Party's possession. Upon the termination or expiration of this Agreement, Company shall have the right to immediately prevent the access by Institutional Partner's and all its Authorized Users to the Site and all its Online Resources, and Institutional Partner shall not take any steps to circumvent, or from taking any steps to circumvent, any mechanism put in place by Company to prevent such access. Upon termination or expiration of this Agreement, Company shall immediately cease using Institutional Partner's name, logo and trademark as request here and any rights or license to said name, logo and trademark shall terminate with immediate effect. The termination or expiration of this Agreement shall not limit any Party from pursuing any other remedies available to it, including injunctive relief.

If Company terminates this Agreement pursuant to this Section 13, then Institutional Subscriber shall not be entitled to receive a refund of any fees paid to TRN hereunder.

13. Survival.

In addition to those provisions that by their nature are intended to survive any termination or expiration of this Agreement or any license granted hereunder, Sections 2, 7, 8, 9, 10, 11, 15, and 17 shall specifically survive such termination or expiration.

14. Confidentiality.

The Site, the Online Resources and the terms of this Agreement contain confidential and proprietary trade secrets of TRN. Institutional Subscriber may use the Site and Online Resources only pursuant to the License set forth herein. Each Party shall exercise reasonable care to maintain in confidence the Online Resources and all information disclosed by or obtained from the other Party which is identified in writing as confidential or which would reasonably be understood to be of confidential nature (collectively, the “Confidential Information”), and shall not disclose or permit the use of the Confidential Information except on a need-to-know basis to its directors, officers, employees, agents, permitted sublicenses and permitted assignees, to the extent such disclosure is reasonably necessary in connection with such Party’s activities as expressly authorized by the Agreement. Each Party shall notify the other promptly upon discovery of any unauthorized use or disclosure of the other Party’s Confidential Information. Institutional Subscriber shall not disclose the Online Resources or the text, terms, or conditions of any part of the Online Resources or the text, terms or conditions of this Agreement, to any third party, and shall hold the Online Resources, and the text, terms and conditions of this Agreement in strictest confidence. Institutional Subscriber shall keep and maintain as strictly confidential the amount and terms of any fees payable by Institutional Subscriber to Company hereunder.

15. Force Majeure.

No Party to this Agreement shall be liable for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, labor, supplies, or equipment shortage, or other similar cause beyond such Party's reasonable control, provided that such Party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other Party may terminate this Agreement without liability for such termination if such condition continues for a period of sixty (60) days.

16. Governing Law; Jurisdiction.

This Agreement will be governed by and construed according to the laws of the State(s) of New Hampshire and Texas. The Parties hereto consent that the jurisdiction and venue over all matters relating hereto shall be vested exclusively in the local, state, and Federal courts located within the State(s) of New Hampshire and/or Virginia. The Parties hereto expressly exclude the United Nations Convention on Contracts for the International Sale of Goods and any enacted version of the Uniform Computer Transactions Act (“UCITA”) from applying to this Agreement.

17. Assignment.

Institutional Partner shall not assign this Agreement, the License or any other rights and obligations hereunder without the prior written consent of Company, which may be withheld in Company's sole discretion. Any attempt to assign this Agreement, the License or any other rights herein shall be null and void.

18. Injunctive Relief.

Without in any way limiting the applicability of any equitable or other relief that might be available for any breach of this Agreement, Institutional Partner acknowledges and agrees that money damages may not be a sufficient remedy for breach of any provisions of this Agreement relating to confidentiality and restrictions relating to use of the Site and/or the Online Resources, and that Company shall be entitled to seek equitable relief, including but not limited to immediate, temporary and permanent injunctive relief, and specific performance, as a remedy for any such breach, without having to post a bond or other security. Such remedies shall not be deemed to be the exclusive remedies for a breach of

this Agreement but shall be in addition to all other remedies available at law or equity but subject to limitations as may be provided for under this Agreement.

19. Compliance with Law.

Each Party will comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the use of the Site and the use of the Online Resources, including applicable security breach notification laws.

20. Relationship of the Parties.

The Parties are independent entities. This Agreement does not create a franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

21. Entire Agreement.

This Agreement, including all Exhibits to this Agreement, which are incorporated by this reference, represents the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior representations, discussions, negotiations, promises, and agreements, whether written or oral. This Agreement may not be amended, altered, or modified except in writing signed by both Institutional Subscriber and Company.

22. Severability.

Every provision of this Agreement is intended to be severable. The non-enforceability, or illegality of any provision, for any reason whatsoever, shall not render the other provisions unenforceable, invalid, or illegal. If any provision of this Agreement is or becomes or is deemed invalid illegal or unenforceable under any applicable laws or regulations, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.

23. Notices.

All notices, reports, requests, approvals, and other communications required or permitted under this Agreement must be in writing. They will be considered as given upon (a) authorized email (b) personal delivery, with such notice effective upon delivery, (c) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused, or (d) the first business day after sending by a US recognized overnight delivery service, with such notice effective at the time delivery is shown in the courier's records. All such notices will be addressed as follows or to such other Person or address as the Parties may from time to time designate in writing:

If to TRN:

Training Response Network, Inc.
P.O. Box 5520
24 Hemlock Road
Hanover, NH 03755
Attention:
Bradley J. Naples, President

If to Fort Bend County Sheriff's Office:

Fort Bend County Sheriff's Office (FBCSO)
1840 Richmond Parkway
Richmond, Texas 77469
Attention:
Fort Bend County Judge
Sheriff Eric Fagan
Deputy Chief M. Provost
ADC M. Zamora

24. Agreement.

The Parties hereto acknowledge the each has had an opportunity to review the terms of this Agreement with legal counsel of its own choosing and is entering into this agreement freely and voluntarily. The Parties shall be deemed to have jointly drafted this Agreement, and neither will be the draftsman for purposes of any inference, presumption, or the like with respect to interpretation or construction of this Agreement.

25. Authority.

Institutional Partner hereby represents and warrants to TRN that: (i) it has all necessary power and authority to execute and deliver this Agreement, to comply with the provisions hereof, and to consummate the transactions contemplated herein, (ii) its execution and delivery of this Agreement and its compliance with the provisions hereof have been duly and validly authorized by all necessary action on the part of Institutional Subscriber, and this Agreement is valid and binding upon Institutional Subscriber in accordance with its terms.

26. IN WITNESS WHEREOF.

The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective Party as identified below and that by their signatures they bind such Party to this Agreement, as of the date first set forth above.

27. Date of Agreement Validation.

Please note that the date this agreement becomes effective and valid on the date of the signature of the last party's signature. This date will be the start date of the agreement.

COMPANY:

Training Response Network, Inc.
P.O. Box 5520
Hanover, New Hampshire 03755

BY: _____

Name (Print): Bradley J. Naples

Title: President/CEO

Print: _____

Date: _____

FORT BEND COUNTY:

FORT BEND COUNTY SHERIFF'S OFFICE

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

Date: _____

ACKNOWLEDGED:

INSTITUTIONAL PARTNER:

FORT BEND COUNTY SHERIFF'S OFFICE

BY: _____

Name (Print): _____ Sheriff/Deputy Chief and/or AD Chief:

(The above individual is duly authorized to enter into this agreement to commit and obligate said Agency for the term of this Agreement)

Date: _____

(Continued on next page)

Exhibit A

Partnership Terms and Conditions

TRAINING RESPONSE NETWORK, INC. FORT BEND COUNTY SHERIFF'S OFFICE

This Exhibit A Form ("Terms & Conditions of Partnership Agreement") is attached to and incorporated to the Master Institutional Partner and Company License, Partnership and Services Agreement (the "Agreement") by and between **Training Response Network, Inc.** ("TRN") and **Fort Bend County Sheriff's Office** ("Institutional Subscriber"). All defined terms used but not otherwise defined in this Exhibit A shall have the meanings set forth in the Agreement.

GENERAL TERMS, OBLIGATIONS & CONDITIONS OF BOTH PARTNERS

TRAINING RESPONSE NETWORK INC.

Overview:

Training Response Network Inc. is offering and will provide the following to the Institutional/Partner Fort Bend County Sheriff's Office.

- Custom branded design website of the TRN platform to appear as though platform is FBCO's technology and In-Service e-Training system. TRN will be mentioned at bottom of design as partner. This is a no charge item.
- TRN to provide all its In-Service Training courses curriculum currently available and in the future for use of all FBCSO's direct personnel only. This is a no charge item to FBCSO's Third-party outside individuals will be charged a fee to be mutually agreed upon.
- Development of Custom Policy Courses as requested by FBCSO. Currently, TRN has developed:
 - Body-Worn Camera Policy- No Charge
 - Vehicle Pursuits Policy- No Charge
 - Use of Force (in-progress) - \$1000.00
 - Future Policy courses fixed-fee of - \$3500.00 per course
 - **Note:** if such custom course is extremely large in content course development fee charge might be higher, depends.
 - **Note 2:** Normal cost for the development of such TRN courses ranges from \$7500- 9500.00 per course.
- License of Use of Platform to 3rd Party Outsiders:
 - If Third-Party outside individuals seeking additional in-service credit hour training seek to register to use the FBCSO/TRN platform, both parties will agree to a price per course offering per course or suite of courses would might range from:

Example(s):

- 1 Course \$30-35.00 per course
 - 3 Courses: Discounted to \$44.94-\$49.95
 - Note: Sales and Access to such third parties will be provided on a yearly 12-month subscription period.
 - TRN agrees to share a percentage of all third-party sales with FBSCP up to 25% of each net dollar paid to TRN by such third-party customers. TRN will remit all commissions to FBSCO within 30-days of receipt of payment by 3rd party customer.
 - FBSCO will have direct administrative login rights to view all non-FBSCO customers and category of courses paid for by any third-party customer to validate commissions.
- **Customer Support (FBSCO and 3rd Party Outside Clients):**
 - Both TRN and FBSCO will provide customer support as follows:
 - TRN will instruct local FBSCO IT staff the system to provide local assistance to staff and at times to third-party customers as needed
 - TRN will be available to be contacted for immediate assistance either by email or phone
 - All outside non-FBSCO users will be solely supported by TRN except upon request to FBSCO staff during TRN staff shortages of staff . **Note:** Most support issues are quite simple. Essentially reset password or local human error

FORT BEND COUNTY SHERIFF'S OFFICE OBLIGATIONS:

Overview:

Fort Bend County Sheriff's Office obligations and responsibilities under this agreement and will be to provide the following to Training Response Network Inc. (the Company).

Seek to directly assist TRN to gain full Texas Commission On Law Enforcement (TCOLE) Accreditation of Training Response Network's (the Company) In- Service e-Training Courses to receive the Texas Commission on Law Enforcement (TCOLE) approval and TCOLE #'s to be used for credit for any law enforcement, jail, correctional and/or 911-Dispatch Communications professional and any other type of professional required to take annual in- service training. Fort Bend County Sheriff's Office will attend to this obligation in an expeditious manner and provide the necessary resources to gain such TCOLE accreditation for end-user's state credits. And to adopt TCLEDDS for direct submission of such course completion credits directly online to TCOLE.

- Provide advice and education to Training Response Network Inc. (the Company) as to any additional requirements the State certifying entity requires to enter credit hours for any professional within the State taking a course for credit
- To assist company with a local location to adhere to TCOLE's require to have a local physical address location
- Assist directly to suggest marketing outreach methods for TRN to promote its partnership with FBSCO to gain notoriety and potential customers.
- At a minimum, FBSCO agrees to release two press releases a year on its this in- service

- e-Training Platform on various announcements
- Suggest conferences to attend such as the Texas Sheriff's Association
- Provide to Training Response Network Inc. a comprehensive direct email listing of other such Sheriff's and Sheriff's Offices located in Texas
- TRN will agree to assist FBCSO's with audit and other required information as required by TCOLE.

Agreed by: Training Response Network Inc.

Signature: _____

Print Name: _____

Date: _____

Agreed by: Fort Bend County

Signature: _____

Print Name: _____

Date: _____

ATTEST:

Laura Richard, County Clerk

Reviewed By:

FORT BEND COUNTY SHERIFF'S OFFICE

Eric Fagan, Fort Bend County Sheriff

Note: All parties signing above are "duly authorized" to sign on behalf of their County and Agency.