



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
COUNTY ATTORNEY

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REVIEW FORM

On October 5, 2022, the County Attorney's Office reviewed the following:

Training Response Network Partnership Agreement with Fort Bend County Sheriff's Office.

The purpose of this Agreement is to allow the FBCSO access to online suite of In-Service e-training/e-learning courses, computer-based training materials, a learning management system (LMS), as well as national user community and other resources ("Cloud-Based Platform Resources").

The ATTACHED AND REVISED Partnership Agreement has been acknowledged, reviewed and approved as to legal form only. However, please see notes below.

NOTE TO DEPARTMENT:

THIS AGREEMENT SHOULD BE BETWEEN FORT BEND COUNTY AND TRAINING RESPONSE NETWORK, INC. AND SHOULD BE SIGNED BY COUNTY JUDGE AND ATTESTED BY COUNTY CLERK. THIS AGREEMENT SHALL BE PERFORMABLE DURING THE CURRENT FISCAL YEAR (10/1/2022 – 9/30/2023).

PLEASE BE ADVISED THAT THE PARTNERSHIP AGREEMENT IS A LEGAL LICENSE TO USE THE VENDOR'S SERVICES. THE DEPARTMENT NEEDS TO READ AND UNDERSTAND THE CONDITIONS AS WELL AS THE RESTRICTIONS TO USE OF THE CLOUD BASED SERVICE. FURTHER, SINCE THIS IS A LICENSE YOU WILL NEED TO VERIFY WITH THE IT DEPARTMENT THAT USE OF THIS SERVICE IS AUTHORIZED ON THE COUNTY NETWORK.

BRIDGETTE SMITH-LAWSON
FORT BEND COUNTY ATTORNEY

LaNetra S. Lary,
Assistant County Attorney



**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 on behalf of the Fort Bend County Sheriff's Office (COUNTY)** (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.

WHEREAS Company creates, maintains and licenses to its customers both technology solutions and an 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 national user community 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, training and learning 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 K-12 for safety and awareness training;

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

WHEREAS Institutional/Partner desires to seek to partner with the Company and utilize the company's technology, in-service e-Training courses and other benefits for its local staff, as well as, to assist the company to gain state Texas Commission on Law Enforcement (TCLOE) certification of its in-service training courses, and to help assist the company with strategies or ideas to educate the Company to execute its own outward bound marketing program more logically to other law enforcement agencies and/or individual officers seeking training and such services the Company offers. Such services of the Company are to be made available to Institutional/Partner for their help and assistance because of this partnership arrangement.

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 full platform and In-Service e-Training courses in automatic renewal time periods each of **two-years** unless one of the parties decides to cancel such partnership agreement with a minimum of a 45-day notice in writing. The first two-year period will begin _____-2022 thru _____-2024 or two consecutive years with, (the "Initial Term) to use the Company's Technology and Online Resources for a fixed maximum number not to exceed _____ individuals priced at \$0.00 per end-user for each or "Individual Access/Use") for the purposes of providing technology solutions and law enforcement, jail and dispatcher in-service training via a web-based training solution for only Institutional/Partner's specific Authorized Staff/Users of the agency , all as set forth on the form attached hereto referred to as **Exhibit A** (the "Terms and Conditions Form"). The License granted 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 access shall upon first-time login be subject to read and agree to the Terms and Conditions of the product's Terms and Conditions of use which requires that each user read and click to agree to the 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 one of Institutional/Partner's staff or end-user's whose identity has been validated in advance by Institutional/Partner, (ii) designated by Institutional Partner to use the Online Resources in a writing or by email provided to Company via a listing of validated users to be uploaded into Company's database, and (iii) individually agree to be bound by the Individual Terms & Conditions of use Agreement. Any individual's unique access may not be assigned from one individual to another at any time unless previously discussed and requested in an email to the Company; any individual accessing the Online Resources must 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, 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 exclusive rights and privileges that no other such entity in the state will be entitled to since they will not be a co-partner.

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, the Online Resources, or any portion thereof without full cooperation and knowledge of the Company:
- 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 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.

4. Term. The Initial Term of this Agreement will be for two a minimum of an initial (2) year period beginning upon execution by County, with auto renewal every 2- years unless upon the mutual written consent of both Parties hereto on partner decides 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 prior to the expiration or on or soon after _____-dates-, of the second 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 forthon 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.

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 Sections 17 through 26 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 sublicensees 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: Sheriff Eric Fagan, Deputy Chief Mattie Provost and Assistant Deputy Chief 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 Validity. Please note that the date this agreement becomes effective and valid is the date of the signature of the last party's signature. That is 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
Date: _____

FORT BEND COUNTY

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: _____

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 today and in the future for use of all FBCSO's direct personnel only. 3rd party outside individuals will be charged a fee to be mutually agreed upon. This is a no charge item to FBCSO's.
- 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 3rd party outside individuals seeking additional in-service credit hour training seeks to register to use the FBCSO/TRN platform offering a charge per course or suite of courses would be:
 - 1 Course \$30-35.00 per course
 - 3 Courses: Discounted to \$44.95- 49.95 for all 3

- All Courses: Discounted to \$54.95 for access to any course for credit
 - Note: All Sales and Access is Provided on a Yearly Subscription Start Date, then Renewed or Not Renewed
 - **TO BE MUTUALLY DISCUSSED BY PARTNERS AND AGREED UPON**
 - **FBCSO's to Earn 25% of Each 3rd Party Sale Paid by TRN 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 as tentatively listed above**
- **Customer Support (FBCSO and 3rd Party Outside Clients):**
 - Both TRN and FBCSO will provide customer support as follows:
 - TRN will instruct local FBSCO IT staff the system to provide local assistance
 - TRN will be always available to be contacted for immediate assistance either by email or phone
 - All outside non-FBSCO users will be solely supported by TRN
 - **Note:** Most support issues are quite simple. Essentially reset password or local human error
 - **Issues Not Listed but Required to be Discussed and Added:**

FORT BEND COUNTY SHERIFF'S OFFICE:

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 and directly assist 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 must attend to this obligation in an expeditious manner to assist partnership.**
- Provide education to Training Response Network Inc. (the Company) as to its additional requirements to use a software system of the state to enter credit hours for any professional taking a course
- To assist company with a local location to adhere to TCOLE's require to have a local physical address location
- To assist Training Response Network Inc. with the suggestion of a local individual within Texas and preferably within the agency who could act as a TRN advisor or director or name a 3rd party individual (TCOLE requirement I believe).
- Assist directly to suggest methods for TRN to promote its partnership with

- FBCSO to gain notoriety and potential customers.
- At a minimum, FBCSO to send out two press releases a year on its new in-service e-Training Platform
- 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
- The leadership of FBCSO

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: Both parties signing above is “duly authorized” to sign on behalf of their organization.

