TRAINING RESPONSE NETWORK, INC.

and

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 upon signature by the Fort Bend County Judge and attested by the 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 or Institutional/Partner and a reference to "Parties" shall mean both Company/TRN and Institutional/Partner. This Agreement will be an agreement to be renewed yearly at the option of each party, with the first period commencing September 1, 2026, through August 31, 2028.

WHEREAS Company creates, maintains and licenses to FBSO 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 other resources (collectively, the "Cloud-Based Platform Resources" or "Online 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, and 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 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 of every year 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 beginning September 1, 2026, through August 31, 2028, (the initial two (2) consecutive years period) (the "Initial Term") for use of the Company's Technology and Online Resources. FBSO's direct use will be for an unlimited number of agency staff end-users ("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 for 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 (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 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's access shall be determined upon the first-time each end-user set-up/login. Each end-user 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 whose identity has been validated in advance by Institutional/Partner (FBCSO); (ii) be 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 Provider's Human Resource database to the 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 allow 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 if 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, cooperation and knowledge of the Company. The Company and Institutional Partner (FBSO) mutually agree that each will adhere to the following:

b. That all data collected during the use of the Company's platform of third-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 four thousand five hundred dollars and no cents ($4,500.00) per course unless the 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 Institutional Partner (FBSO) mutually agree that each will adhere to:

a). That all data collected during the use of the Company's platform of third-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 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.

e). 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 four thousand five hundred dollars and no cents ($4,500.00) per course unless the course is unusually large or has multiple sections.

f). 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 TRN's main login access domain https://dash.trnpc.com. Notwithstanding the foregoing, the content, services, programs, operation and features of the Online Resources and the Institutional Partner's custom branded landing page 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 with a minimum of fifteen (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 individual users 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 another outside individual for information 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 a request from the Institutional Partner, such request shall be promptly 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 third parties within 15 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 of Agreement.

The General Terms of this Agreement will be for consecutive two-year (2) terms after each initial minimum period for the first term of a two-year (2) period beginning upon execution by County and then release of product to FBSO, 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 (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.

4A. 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, if any, made by Institutional Partner for use of the Online Resources by any non-FBSO Unauthorized User shall be the responsibility of the Unauthorized User(s), defined as an outside-the-FBSO-agency third-party sale.

5. Ownership of Intellectual Property of Company Online Content.

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.

6. 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.

7. Non-Circumvention and Non-Solicitation.

During the Term of this Agreement and for a one hundred eighty (180) day period thereafter, Institutional Subscriber shall not retain, hire, or contract with any individual or third-party group who are employed as an 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.

8. 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.

9. 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 PARTY'S 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.

10. 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 and programs as mutually discussed and agreed upon by both parties and which Institutional Provider is legally able to undertake promoting Company, the Site, and the Online Resources. At a minimum, Institutional Partner shall issue at least two (2) press releases during each 12-month period in cooperation and discussion with Company.

11. 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) day 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 and all its Authorized Users to the Site and all its Online Resources, and Institutional Partner shall not take 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 requested herein, 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 11, then Institutional Subscriber shall not be entitled to receive a refund of any fees paid to TRN hereunder.

12. 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, 13, 14, 15, and 17 shall specifically survive such termination or expiration.

13. Confidentiality / Ownership of Company Site, Online Resources and Custom Software Applications.

The Site, the Online Resources or any software custom programming under 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 a 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.

14. Confidentiality / Ownership of Institutional Subscribing Partner's Custom-Developed Software.

All custom software development, including source code, object code, documentation, and all other deliverables specifically developed by the Company for the Institutional Partner in accordance with the Institutional Subscribing Partner's specifications and requirements (collectively, the "Custom Software"), shall be considered a "work made for hire" for the Institutional Partner under applicable copyright law. To the extent the Custom Software does not qualify as a work made for hire, the Company hereby irrevocably assigns, transfers, and conveys to the Institutional Partner all right, title, and interest in and to the Custom Software, including all worldwide intellectual property rights therein (such as copyrights, patents, trade secrets, and other proprietary rights), effective upon the Company's delivery of the final Custom Software, the Institutional Partner's written acceptance thereof, and the Company's receipt of full and final payment for the development services.

The Institutional Subscribing Partner shall thereafter own the Custom Software outright and shall have the unrestricted right to use, modify, maintain, enhance, and otherwise exploit it for its internal business purposes. The Company shall retain ownership of its pre-existing intellectual property, tools, libraries, frameworks, methodologies, and other background technology ("Company Background IP") and hereby grants the Institutional Partner a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use any such Company Background IP as embedded in or necessary for the operation of the Custom Software.

The Institutional Partner agrees to strongly consider, in good faith, granting the Company a non-exclusive license to commercially market, sell, sublicense, and distribute the Custom Software (and derivative works thereof) to third parties. If the parties mutually agree to enter into such a commercial licensing arrangement and it is permitted under applicable laws, regulations, and the Institutional Partner's policies, the Institutional Partner shall be entitled to receive thirty-five

percent (35%) of the net revenue of the product's to-be-determined retail and/or actual price of net cash actually received from the customer by the Company from each sale or license of the Custom Software, on terms to be negotiated in good faith and documented in a separate written licensing agreement.

This ownership arrangement as described above is intended to complement/align with the Company's ownership of its proprietary standard web-based training content and other proprietary materials that it has independently funded and developed for Institutional Subscribing Partner.

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 Texas. 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. The Parties hereto acknowledge that 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.

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 U.S.

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 U.S. 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

Hanover, NH 03755

Attention: Bradley J. Naples, President/ bnaples@trninc.net

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 Mattie Provost

Assistant Chief Deputy Manuel Zamora/ Manuel.Zamora@fortbendcountytx.gov

24. 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; and (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.

25. 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.

26. Date of Agreement Validation.

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

SIGNATURE PAGE

COMPANY:

Training Response Network, Inc.

P.O. Box 5520

Hanover, New Hampshire 03755

By: Brad Naples e-Sign by BN

Name (Print): Bradley Naples

Bradley J. Naples, President/CEO

Date: 09-02-2026

FORT BEND COUNTY and FORT BEND COUNTY SHERIFF'S OFFICE:

County Judge: _____

Date: _____

ATTEST:

Laura Richard, County Clerk

Signature: _____

Date: _____

ACKNOWLEDGED: INSTITUTIONAL SUBSCRIBER AND PARTNER

Fort Bend County Sheriff's Office

By: Eric Fagan

Name (Print): Eric Fagan

Title (Sheriff / Deputy Chief / AD Chief): Sheriff of Fort Bend County

Date: 9/2/2026

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

EXHIBIT A

Partnership Terms and Conditions

TRAINING RESPONSE NETWORK, INC.

FORT BEND COUNTY SHERIFF'S OFFICE

GENERAL TERMS, OBLIGATIONS & CONDITIONS OF BOTH PARTIES

This Exhibit A Form ("Terms & Conditions of Partnership Agreement") is attached to and incorporated into this Master Institutional Subscribing Partner and Company's License, Partnership of Company's existing products licensing agreement (the "Agreement") of TCOLE-certified web-based platform and, to be determined, a Custom Software Application Programming Development Project by and between Training Response Network, Inc. ("TRN") and Fort Bend County Sheriff's Office ("Institutional Subscriber") for custom software applications for FBSO and co-developed by both parties in collaboration and cooperation. All defined terms used but not otherwise defined in this Exhibit A shall have the meanings set forth in the Agreement.

TRAINING RESPONSE NETWORK, INC. OBLIGATIONS

LMS / Administrative and Web-Based Training Access:

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

- A custom branded design website of the TRN In-Service web-based training platform.
- Complimentary access to all the Company's existing and future TCOLE-certified courses.

Custom Courses:

The Company has provided three (3) custom FBSO policy courses to date:

- Body-Worn Camera Policy
- Vehicle Pursuits Policy
- Use of Force Policy

Future Custom Courses: The Company agrees to develop any future custom FBSO courses for a flat fixed fee of $4,500.00 per course, provided FBSO provides Company a complete and full TCOLE-certified lesson plan formatted and organized as Company's existing TCOLE course format as required by TCOLE. Company can provide an example of such format to follow.

TRN Customer Support for Company's Web-Based Products:

- TRN will instruct local FBCSO IT admin staff how to directly manage TRN's full LMS system to provide local assistance to FBSO staff.
- TRN will be available to be contacted for immediate assistance either by email or toll-free phone number.

FORT BEND COUNTY SHERIFF'S OFFICE OBLIGATIONS

Overview:

Fort Bend County Sheriff's Office minimal obligations and responsibilities under any agreement reached with TRN to develop any custom software programming/development services as requested by FBSO from Training Response Network Inc. (the Company) in brief would be:

- Point of Contact(s): FBSO shall appoint one or several key point(s) of contact for Company during the project development period.
- Scope of Work/Services: Assist Company in refining design questions and assist in testing to deliver the custom Software in accordance with FBSO's specifications and milestones as mutually agreed to by both parties in an addendum set forth in a new Exhibit B (Statement of Work / General Milestones and Delivery Schedule), to include a detailed table or exhibit with dates, deliverables, and payment triggers.
- Ownership of Work Product: All Work Product (including source code, documentation, designs, and any inventions created under this Agreement) shall be deemed "works made for hire" under U.S. copyright law and owned exclusively by FBSO and would therefore hereby be assigned to FBSO (including all intellectual property rights) in and to such Custom Developed Work Product. Developer shall execute any documents necessary to perfect Customer's ownership. Developer gets a limited license for pre-existing tools/libraries; Customer may grant a license back if needed.
- Change Requests / Scope Changes: Any changes to the Specifications must be in writing (e-mail acceptable) and mutually agreed. If a change causes additional cost or delay, the parties shall negotiate in good faith; Customer may withdraw the change or accept adjusted terms.
- Response Time to Questions: Realistic turnaround of any TRN questions posed to FBSO staff.
- Existing Software Design(s): Provide any existing materials or in-use software designs to assist at start of project.

- Access to Technical Staff: Provide TRN access to technical and other professional staff to provide input to assist Company when needed.
- Integration to Other Third-Party Software Products: Define agency's current in-use additional third-party software programs with which FBSO may want to interface the new software application, if permissible.

Agreed by: Training Response Network Inc.

Signature: Brad Naples e-Sign by BN

Print Name: Bradley Naples

Dated: 09-02-2026

Agreed by: Fort Bend County and Fort Bend County Sheriff's Office

Signature: _____

Print Name: Eric Fagan

Date: 9/2/2026

ATTEST:

Laura Richard, County Clerk

Signed & Reviewed By: _____

Dated: _____

FORT BEND COUNTY SHERIFF'S OFFICE

Eric Fagan, Sheriff or Other Certifying FBSO Individual

Signed & Reviewed By: _____

Dated: _____

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