

#13154 ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND LEXIPOL, LLC.

This Addendum Agreement (“Agreement”) is entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “County”), and LEXIPOL, LLC., a for profit corporation Limited Liability Corporation with a principal business address of 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034 (“LEXIPOL”). Collectively, the County and LEXIPOL are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

WHEREAS, the County desires to contract with LEXIPOL to provide Fire Rescue training materials and services (the “Services”); and

WHEREAS, pursuant to Sections 22.3-302 (22) of the Alachua County Procurement Code, the procurement of the Services to be provided by LEXIPOL to the County pursuant to this Agreement are exempt from the County’s competitive procurement processes and are considered a Software Package approved by ITS; and

WHEREAS, LEXIPOL desires to provide the Services to the County and has provided the County a LEXIPOL Agreement for use of Subscription Material with associated price listing and terms and conditions (the “LEXIPOL Agreement”), the LEXIPOL Agreement is attached to this Agreement as Attachment 1; and

WHEREAS, the County and LEXIPOL agree to the terms and conditions of the LEXIPOL Agreement, except as modified herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Agreement.
2. The Parties agree to be bound by the terms, conditions and pricing of the LEXIPOL Agreements, incorporated herein and attached hereto as Attachment 1, except as modified in Paragraph 3 below. In the event of conflict between the provisions in Paragraph 3 below and the terms and conditions of the LEXIPOL Agreements, the provisions of this Agreement will prevail.
3. The Parties agree to the following provisions:
 - a. **Term:**
 - i. This Agreement is effective for one year commencing January 1, 2022 after execution by both Parties, unless earlier terminated as provided herein
 - ii. This Agreement will automatically renew for two additional one-year terms at the terms and conditions herein unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be.

iii. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement

b. Method of Payment. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

i. LEXIPOL shall be paid a sum Not to Exceed \$118,965.37, for the initial three-year term of this Agreement based for the services in Attachment 1, payable in the following manner:

Year One (Including all Implementation and Setup Fees)	Year Two	Year Three	Total
\$58,351.79	\$30,306.79	\$30,306.79	\$118,965.37

c. Indemnification

i. To the maximum extent permitted by Florida law, LEXIPOL shall indemnify and hold harmless the County and its officers and employees from any and all third-party liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, but only to the extent such liabilities, damages, losses and costs are directly caused by the negligence, recklessness, or intentional wrongful misconduct of LEXIPOL or anyone employed or utilized by LEXIPOL in the performance of this Agreement. LEXIPOL agrees that indemnification of the County shall extend to any and all Work performed by LEXIPOL, its subcontractors, employees, agents, servants or assigns. LEXIPOL's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

ii. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of LEXIPOL's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and LEXIPOL.

iii. In any and all claims against the County or any of its agents or employees by any employee of LEXIPOL, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation.

iv. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of Section 768.28, Florida Statutes.

d. Project Records

i. General Provisions

A. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public

Records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.

- B. In accordance with §119.0701, Florida Statutes, LEXIPOL, when acting on behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, LEXIPOL shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. LEXIPOL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if LEXIPOL does not transfer the records to the County.

ii. Confidential Information

- A. During the term of this Agreement, LEXIPOL may claim that some, or all of LEXIPOL’s information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by LEXIPOL in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. LEXIPOL shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by LEXIPOL.
- B. The County shall promptly notify LEXIPOL in writing of any request received by the County for disclosure of LEXIPOL’s Confidential Information and LEXIPOL may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. LEXIPOL shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. LEXIPOL shall investigate, handle, respond to, and defend, using counsel chosen by the County, at LEXIPOL’s sole cost and expense, any such claim, even if any such claim is groundless, false, or

fraudulent. LEXIPOL shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. LEXIPOL releases County from claims or damages related to disclosure by County.

- iii. **Project Completion.** Upon completion of, or in the event this Agreement is terminated, LEXIPOL, when acting on behalf of the County, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of LEXIPOL or keep and maintain public records required by the County to perform the service. If LEXIPOL transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LEXIPOL keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF LEXIPOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEXIPOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us, PHONE: (352) 264-6906, Address 12 SE 1st Street, Gainesville, FL 32601.

- e. **Governing Law.** The Parties agree that Agreement and the terms and conditions of the Order will be governed by Florida law.
4. This Agreement, when executed by both Parties, shall become binding on both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Marihelen Wheeler
Marihelen Wheeler, Chair
Date: December 14, 2021

ATTEST:

APPROVED AS TO FORM

[Signature]
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

DocuSigned by:
Robert C Swain
274E045D4F99416...
Alachua County Attorney's Office

LEXIPOL

Witness

By: Jan M. Roos
Print: Jan Roos
Title: General Counsel

By: [Signature]
Print: Van Holland
Title: Chief Financial Officer
Date: 11-16-2021

IF LEXIPOL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

ATTACHMENT 1: LEXIPOL AGREEMENT



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name:	Alachua County Fire & Rescue
Agency's Address:	4209 SW Co Rd POB 548 Trenton, Florida 32693
Attention:	Deputy Chief Jeff Taylor
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Prepared By:	Kris Johanson
Program Start Date:	January 1, 2022 <small>(to be completed by Lexipol upon receipt of signed Agreement)</small>

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above.

This Agreement consists of: (a) this Cover Sheet; (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees); (c) Exhibit B (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in Exhibit B, the terms and conditions contained in Exhibit B shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

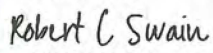
Alachua County Fire & Rescue

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

DocuSigned by:

 274E045D4F99416...
 Alachua County
 Attorney

Copyright 2021 © Lexipol - Rev 12/28/2020

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

3 Year Policy Subscription w/
Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 1/1/2022 End: 12/31/2024)	USD 59,583.00	13.3%	USD 7,924.53	USD 51,658.47
	Subscription Line Items Total			USD 7,924.53	USD 51,658.47
1	Fire Standard Policy Cross-Reference	USD 2,935.00		USD 0.00	USD 2,935.00
1	Fire Tier I Implementation	USD 4,260.00		USD 0.00	USD 4,260.00
1	Fire Tier II Implementation	USD 4,781.00		USD 0.00	USD 4,781.00
1	Fire Tier III Implementation	USD 5,618.00		USD 0.00	USD 5,618.00
1	Fire Tier IV Implementation	USD 4,733.00		USD 0.00	USD 4,733.00
1	Fire Tier V Implementation	USD 4,718.00		USD 0.00	USD 4,718.00
	One-Time Line Items Total			USD 0.00	USD 27,045.00
				USD 7,924.53	USD 78,703.47
3 Year Policy Subscription w/ Implementation Discount:					USD 7,924.53
3 Year Policy Subscription w/ Implementation TOTAL:					USD 78,703.47

3 Year FireRescue1 Academy
Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
235	Fire & EMS Platform/Mobile Solution (Start: 1/1/2022 End: 12/31/2024)	USD 183.00	13.3%	USD 5,719.90	USD 37,285.10
20	EMS Platform/Mobile Solution (Start: 1/1/2022 End: 12/31/2024)	USD 114.00	13.3%	USD 303.20	USD 1,976.80
	Subscription Line Items Total			USD 6,023.10	USD 39,261.90
				USD 6,023.10	USD 39,261.90
3 Year FireRescue1 Academy Subscription Discount:					USD 6,023.10
3 Year FireRescue1 Academy Subscription TOTAL:					USD 39,261.90

FireRescue 1 Academy Account
 Services - One Time Service
 Charge

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
255	FireRescue1 & EMS1 Academy Account Services & Setup (12 Months)	USD 1,000.00		USD 0.00	USD 1,000.00
	One-Time Line Items Total			USD 0.00	USD 1,000.00
				USD 0.00	USD 1,000.00
FireRescue 1 Academy Account Services - One Time Service Charge TOTAL:					USD 1,000.00

*Fire pricing is based on 255 Fire Authorized Staff. Cross Reference Professional Services pricing is based on 246 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

Eligible for multiplatform discount.

Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Product-Specific Terms; Ownership; Right to Use.** This Section pertains to specific products and services offered by Lexipol and its affiliates. If Agency has selected a particular product or service referenced below, the applicable Section(s) and associated supplemental terms will apply. If Agency has not selected a particular product or service referenced below, the subsection referencing such product or service shall not apply.
 - 3.1 **Policy Subscriptions and Materials.** This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Policy Subscription Materials, as defined below.
 - i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
 - ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other

Exhibit B

governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

3.2 Learning Management System This Section applies when Agency subscribes to Lexipol's Learning Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in Lexipol's General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase of LMS Subscription Services is also subject to the LMS Master Service Agreement located at: <https://www.lexipol.com/lms-master-service-agreement>.

3.3 Grant Services This Section applies when Agency subscribes to Lexipol's Grant Writing, Consulting, and/or GrantFinder services, offered by Praetorian Digital. If Agency selects Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Praetorian Digital in a timely manner. All Agency materials must be received 5 days prior to the grant application close date, and Agency is responsible for all submissions of final grant applications by grant deadlines. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol/Praetorian Digital reserves the right to suspend all Grant services until payment is received in full and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due shall be charged a twenty-five dollar (\$25) late fee. Agency's purchase of the Grant services is also subject to the GrantFinder Master Subscription Agreement located at <http://www.lexipol.com/GTGF-Master-ServiceAgreement>.

3.4 Cordico Wellness Applications This Section applies when Agency subscribes to Lexipol's Wellness Applications, offered by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase of Wellness Services is also subject to Cordico's Terms and Conditions located at <https://www.cordico.com/terms-and-conditions/> and the Terms and Conditions set forth within each Wellness Application.

Exhibit B

- 3.5 Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.
4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
5. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.
6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

Exhibit C



Terms and Conditions

LEXIPOL GENERAL TERMS AND CONDITIONS

1. Definitions

For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 Agency

"Agency" means customer, client, or entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 Agreement

"Agreement" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Lexipol's subscription and pricing information sheets, which may take the form of an Exhibit A ("Subscriptions and Services

sheets, which may take the form of an Exhibit A ("Subscriptions and Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these General Terms and Conditions.

1.3 Initial Term

"Initial Term" means the twelve-month period commencing on the Program Start Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 Derivative Work

"Derivative Work" means any work based on Lexipol's Subscription Materials or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.5 Program Start Date

"Program Start Date" means the date specified on the cover sheet to which these General Terms and Conditions apply, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Program Start Date" for purposes of the Agreement. Depending on when an Agency initially contracted with Lexipol, this may also be referred to as the Agreement's "Effective Date."

1.6 Subscription Materials

"Subscription Materials" means all policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. Term and Termination

2.1 Term

This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one

party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided below.

2.2 Termination

This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 Effect of Expiration or Termination

Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to Lexipol subscriptions shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Ownership of Materials; Derivative Works; Right to Use), 6 (Privacy Policy), 7 (Warranty Disclaimer), 8 (Disclaimer of Liability), 9 (Limitation of Liability), 11 (Confidentiality), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc

3.1 Subscription Fee/Invoicing

Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General

the address for Lexipol specified on the cover sheet to which these General

Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts

All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Materials, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Ownership of Materials; Derivative Works; Right to Use

4.1 Policy Subscriptions and Materials

This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Subscription Materials, as defined below.

I. Generally

Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of these General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein

copying and other intellectual property and proprietary rights notices or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

ii. Right to Use; Limitations on Use

Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

iii. Policy Adoption

Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

4.2 Learning Management System

~~4.2 Learning Management System~~

This Section applies when Agency has subscribed to Lexipol's Learning

Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in these General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase and use of LMS Subscription Services is subject to these General Terms and Conditions and the terms and conditions found at: <https://www.lexipol.com/lms-master-service-agreement/>, which shall govern and control such use in the event of any inconsistency with these General Terms and Conditions.

4.3 Wellness Applications

This Section applies when Agency has subscribed to Lexipol's Wellness Applications, provided by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of thi...

Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase and use of Lexipol's Wellness Services is subject to these General Terms and Conditions and the Terms of Use and Privacy Policy set forth within each Wellness Application.

4.4 Generally; Injunctive Relief

Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services.

Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

5. Account Security

Agency is solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's Account, meaning the account by which Agency accesses the Subscription Materials. Agency will not permit access to Agency's Account or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

6. Privacy Policy

Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees the Internet data transmission is not always 100% secure and Lexipol does not warrant

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or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

7. Warranty Disclaimer

ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS IS PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Disclaimer of Liability

Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

9. Limitation of Liability

Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

10. Non-Transferability

The subscriptions and rights to use the Subscription Materials granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity

transfer the same to any other person or entity.

11. Confidentiality

From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

12. Miscellaneous

12.1 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.2 Entire Agreement

This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been

made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

12.3 Headings

The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

12.4 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

12.5 Amendment

No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.6 Attorney's Fees

If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 General Interpretation

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

12.8 Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party the address of such party stated on the cover sheet to which these General

the address of each party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

12.9 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.10 Waiver

Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

rev. 0321



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BLOG

TODAY'S TIPS

CAREERS

SITE MAP

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