



SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT

This **SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT** (“Agreement”) is effective as of _____, 2026 (“Effective Date”) and is made and entered into by and between the Baxter Police Department, a municipal corporation located at 13190 Memorywood, Baxter, MN 56425 (“Subscriber”), and LETAC, a division of Eckberg Lammers, P.C., a Minnesota corporation, located at 1809 Northwestern Avenue, Stillwater, MN 55082 (“Licensor”). Subscriber and Licensor are referred to individually as a “Party” and collectively as “Parties”.

RECITALS

- A. Licensor has developed, owns and provides online, subscription-based law enforcement policies as described in Exhibit A (“Policies360”); and
- B. Subscriber desires to license, access and utilize Policies360 as a benefit to its organization; and
- C. The Parties mutually agree Policies360 be made available to Subscriber and its employees under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing express promises and the mutual covenants hereinafter set forth, Subscriber and Licensor hereby agree as follows:

- 1. **AGREEMENT; TERM**
 - 1.1. Subject to early termination of this Agreement by Subscriber as provided herein, Licensor shall provide the Services for the term of thirty-six (36) months commencing on the Commencement Date.
 - 1.2. Subscriber shall have the option, exercisable at its sole discretion, to extend the term for up to twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement would otherwise expire.
 - 1.3. If Subscriber exercises the option provided in Article 1.2 to extend the term, Subscriber shall have further options, exercised at its sole discretion, to extend the term for up to an additional twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement, as extended pursuant to Article 1.2, would otherwise expire.

- 1.4. Licensor shall notify Subscriber, at least sixty (60) days prior to the end of the term of this Agreement, of any proposed increase in the fee for the extension of the term. If such notice is not provided by Licensor at least sixty (60) days prior to the end of the current term, the fees for the extension period cannot be increased.

2. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings provided below:

“Authorized Users” shall mean employees, representatives, consultants, contractors, or agents of Subscriber whom Subscriber has authorized to use the Services and to whom Licensor has supplied user identifications and passwords.

“Claims” shall mean any of the following, including any combination thereof: causes of action (*in rem* or *in personam*), assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, awards, and expenses, including court costs and attorneys’ fees, and sums paid by way of settlement and compromise.

“Commencement Date” means the date Subscriber first accesses the Systems and begins using the Services.

“Indemnify” shall mean defend, indemnify, and hold harmless; and terms such as “Indemnified”, “Indemnifying”, “Indemnification”, “Indemnity”, “Indemnitor”, and “Indemnitee” shall have appropriately correlative meanings and be construed accordingly.

“Licensor Technology” means all of Licensor’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, documentation, and other tangible or intangible technical material or information) made available to Subscriber by Licensor in providing the Services.

“Personal Data” means any first or last name, physical address, email address telephone number, other information that allows physical or online contacting of an individual, or other identity employment information, employee identification number, biometric identification data, or other individually identifiable information that may be accessible to Licensor because of Subscriber using the Services.

“Services” means the specific edition of Licensor’s Policies360, its online policies, manuals and software application identified in Exhibit A, developed, operated, maintained and hosted by Licensor and made accessible designated website or IP address, and ancillary online or offline products and services provided to Subscriber by Licensor, to which Subscriber is being granted access under this Agreement, including the Licensor Technology and Systems.

“Subscriber Data” means any technology, intellectual property, data, information, or material provided or submitted by Subscriber to the Systems in the course of using the

Services. Subscriber Data shall include Personal Data.

“Systems” means the application software, network servers, hardware, software, and data operations utilized by Licensor for the provision of Services.

3. LICENSE GRANT

- 3.1. In consideration of the fees Subscriber shall pay to Licensor as set forth in Exhibit B of this Agreement and the remaining obligations of Subscriber as set forth herein, Licensor grants to Subscriber and Subscriber accepts an exclusive non-transferable worldwide license for Subscriber and Authorized Users to access and use the Services set forth in Exhibit A. Subscriber agrees that only Authorized Users shall access and use the Services.

4. OWNERSHIP

- 4.1. Licensor transfers no right, title, or interest in and to Licensor Technology or the Systems except as expressly stated in this Agreement, and the same shall remain the sole and exclusive property of the Licensor.
- 4.2. All right, title, and interest in and to the Subscriber Data and results from processing Subscriber Data are and shall remain the property of Subscriber and no right, title, or interest in and to Subscriber Data or the results from processing Subscriber Data shall vest in Licensor.

5. HOSTING, SECURITY, PRIVACY, BACKUP, AND SUPPORT

- 5.1. Licensor shall provide a dedicated and secure hosting environment for the Services, which shall include, but not be limited to, all hardware, servers, operating software, network components, database storage, security, technical support, maintenance, backup, and disaster recovery required for Subscriber to use the Services, or otherwise required by this Agreement.

6. AVAILABILITY AND MAINTENANCE

- 6.1. The Services shall be accessible to Authorized Users twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond the control of Licensor or which are not reasonably foreseeable by Licensor.
- 6.2. Licensor shall perform maintenance services, updates, or upgrades to ensure continuous availability and operation of the Systems. Licensor shall use commercially reasonable efforts to inform Subscriber of any known or foreseeable disruptions to the availability of the Services.

7. USE AND ACCESS

- 7.1. Subscriber shall be responsible for obtaining access to the internet to access and use the Services and complete the implementation and set-up process as set forth in Exhibit A to access the Services.
- 7.2. Subscriber is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Services, and for all acts by Subscriber or anyone authorized by Subscriber to access Subscriber's account that occur in connection with Subscriber's account
- 7.3. Subscriber shall not use the Services or the Licensor Technology for any purpose that is (i) unlawful; or (ii) not specifically agreed to by this Agreement.
- 7.4. Subscribers shall not without the express written consent of Licensor, copy, sell, sublicense, rent, or lease any portion of the Service, including all, updates, training and or revisions to said Services that may be periodically provided to Subscriber.
- 7.5. Except for a violation of Sections 7.3, 7.4 and 7.6 hereof, or Subscriber's failure to timely pay invoices as set forth in Section 8 hereof, Subscriber shall continue to have unrestricted use of the Services in accordance with the terms and conditions of this Agreement during any dispute between Subscriber and Licensor, provided Subscriber is proceeding in good faith to resolve such dispute.
- 7.6. Licensor acknowledges that nothing in this Agreement restricts Subscriber from copying, or reproducing, physical copies of the Services, policies, and manuals identified in Exhibit A, if complying with authorized public data request as required by Minnesota law.
- 7.7. Subscribers may designate Authorized Users, such persons being able to use the Services for the exclusive benefit of Subscriber. Except as set forth hereinabove, Subscriber shall not assign, convey or transfer any interest in and to the Services without the written consent of the Licensor.

8. INVOICING, PAYMENT, AND TAXES:

8.1. Subscribers pay the fees set forth in Exhibit B. Within thirty (30) days of Subscriber's receipt of an invoice from Licensor, together with all required supporting documentation, Subscriber shall pay, or cause to be paid, the amount of such invoice. Any sum due that is not paid within forty five (45) days of the invoice receipt date shall bear interest from the due date thereof to the date of payment at a rate of interest equal to one- and one-half percent (1 ½ %) per month or the maximum rate permitted by law, whichever is less. Subscriber shall pay all costs of collection, including legal expenses, court costs and attorney fees at any time incurred by Licensor in the collection of any amounts owing by Subscriber to Licensor.

9. WARRANTIES

9.1. Performance. Licensor warrants and represents that the Services will perform the functions described in the documentation and specifications provided by Licensor.

9.2. Non-Infringement Warranty. Licensor warrants and represents that when used in accordance with this Agreement, the Services, Systems, and Licensor Technology shall not infringe upon or violate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party.

9.3. RESERVED.

9.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS BUT IN NO WAY IS LICENSOR RELIEVED OF ITS DUTIES UNDER PARAGRAPH 6: AVAILABILITY AND MAINTENANCE.

9.5. Exclusive Remedies. Subscriber's exclusive remedies and Licensor's entire liability for any breach of the warranties specified in this Article 9, except as expressly provided otherwise in this Agreement, shall be the correction of the breach of warranty and the remedies provided in Article 6. However, if Licensor is unable to effect the correction without undue delay for the circumstances, Subscriber, in its sole discretion, shall be entitled to terminate this Agreement, and the remedies defined in Article 14 shall apply.

10. INTELLECTUAL PROPERTY INDEMNITY

10.1. If a Claim of violation of copyright, trade secret, or other intellectual property rights relating to the Services, Systems, or Licensor Technology provided under this Agreement is made against Subscriber, Subscriber shall: (i) promptly notify Licensor; (ii) cooperate with Licensor in the investigation, defense, and/or settlement thereof; and Licensor shall defend and indemnify the Subscriber for claims brought pursuant to this Paragraph 10.1. Subscriber retains the right to participate at their own cost in any action in which Subscriber is named as a defendant.

10.2. Should any portion of the Services or intended use thereof become, or in Licensor's reasonable opinion be likely to become, the subject of a Claim for infringement of a copyright, or other proprietary right, Licensor shall at its option either (i) promptly and diligently modify or replace such portion to make it non-infringing, without degradation to functionality; or (ii) terminate this Agreement and refund fees pursuant to Article 14.3.

11. DISCLAIMER

11.1 Nothing in this Agreement shall be construed to create an attorney-client relationship between Licensor and Subscriber. Any consultations, discussions, or support provided by Licensor under this Agreement are strictly limited to assisting with the use and implementation of the licensed materials and shall not constitute legal advice. Subscriber is solely responsible for obtaining independent legal counsel regarding compliance with applicable laws, regulations, or legal obligations. Licensor expressly disclaims any responsibility or liability arising from Subscriber's legal, regulatory, or compliance decisions.

12. LOSS

13. LICENSOR SHALL NOT BE LIABLE TO SUBSCRIBER FOR AND SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH SERVICES, SYSTEMS, POLICIES, OR LICENSOR TECHNOLOGY, OR THIS AGREEMENT. ALL SYSTEMS AND POLICIES SUBJECT TO THIS AGREEMENT WERE PROVIDED FOR SUBSCRIBER'S EXCLUSIVE USE AND ADOPTED AT THE SOLE DISCRETION OF THE SUBSCRIBER. NOTWITHSTANDING THE FOREGOING, SUBSCRIBER SHALL HAVE NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD LICENSOR HARMLESS FOR ANY CLAIM TO THE EXTENT SUCH CLAIM ARISES FROM LICENSOR'S NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THIS AGREEMENT.

13.1. SUBSCRIBER AGREES TO AND UNDERSTANDS THAT LICENSOR HAS MADE REASONABLE EFFORTS TO COMPLY WITH AND ADHERE TO ALL APPLICABLE STATUTES, OPINIONS, LAWS, AND INDUSTRY STANDARDS IN EFFECT AT THE TIME OF CREATION. SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH THIS AGREEMENT. THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION APPLY ONLY TO CLAIMS ASSERTED BY SUBSCRIBER AGAINST LICENSOR AND SHALL NOT APPLY TO, AND LICENSOR SHALL NOT SEEK INDEMNIFICATION FROM SUBSCRIBER FOR, ANY CLAIMS, DEMANDS, OR ACTIONS BROUGHT BY THIRD PARTIES.

14. TERMINATION AND REMEDY

- 14.1. Termination of Agreement for Cause. Each of Licensor and Subscriber has the right to terminate this Agreement and pursue injunctive relief if the other Party breaches or is in default of any material obligation under this Agreement, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt of written notice of breach or default.
- 14.2. Termination for Convenience. This Agreement may be terminated by either Party by written notice to the other Party at least thirty (30) days in advance.
- 14.3. Remedy. In the event Subscriber terminates this Agreement pursuant to Article 14.1 or Article 14.2 Licensor shall return to Subscriber any prepaid payments it received for the terminated portion of the Agreement.
- 14.4. Subscriber Data. Upon termination or expiration of this Agreement, Licensor shall remove from its servers and return to Subscriber all Subscriber Data or provide Subscriber access for a reasonable period (but, in any event, no more than 180 days) after termination or expiration in order to gather and facilitate a transfer of all Subscriber Data. Notwithstanding the foregoing, Licensor shall be permitted to retain one archival copy of the Subscriber Data, and Licensor shall represent to Subscriber that the same is retained for archival purposes only and any possible litigation arising thereunder, and for no other purpose.

15. GOVERNING LAW

- 15.1. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, EXCEPT FOR ANY RULE OF LAW OF THE STATE OF MINNESOTA, WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.
- 15.2. The Parties specifically agree that, if any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said statute or case law. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF MINNESOTA SHALL APPLY IN ALL RESPECTS, UNLESS AND EXCEPT TO THE EXTENT THAT THE PARTIES MAY REFERENCE AND REQUEST APPLICATION OF A LAW, STATUTE, OR RULE OF ANOTHER JURISDICTION OR GOVERNMENTAL BODY IN A SPECIFIC PROVISION OF THIS AGREEMENT.

16. DISPUTE RESOLUTION

16.1. All actions and proceedings arising out of or related, in whole or in part, to this Agreement shall lie exclusively in the state courts of Washington County, Minnesota. Both Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defenses of lack of personal jurisdiction or any inconvenient forum to the maintenance of any such action or proceeding.

17. DATA AND CONFIDENTIAL INFORMATION

17.1. During the term of this Agreement, the Parties may provide information to each other or come into possession of information which is considered confidential (“Confidential Information”). Confidential Information shall include Subscriber Data, Licensor Technology, and information which is marked as “confidential” or “proprietary” or would reasonably be assumed to be confidential based on its content or the context surrounding its disclosure.

17.2. Licensor specifically agrees that all Subscriber Data (including Personal Data) is and shall always remain the exclusive property of Subscriber, and Licensor shall not access, download, or make use of the Subscriber Data for any reason other than for the purposes of providing the Services or as otherwise required by applicable law.

17.3. Upon expiration or termination of this Agreement, and as directed by the disclosing Party, each Party will promptly (i) return to the other Party all the Confidential Information of the other Party; or (ii) erase and destroy all copies of the Confidential Information of the other Party in its possession and certify destruction of the same.

18. ACCESS TO SUBSCRIBER’S SYSTEMS AND NETWORKS

18.1. Subscribers shall determine the portions of Subscriber’s System and/or Network to which the Accessing Parties will have access and will designate such portions of the System and Network in writing. No Accessing Party shall access or attempt to access any portion of Subscriber’s System or Network except as expressly permitted hereunder.

18.2. SUBSCRIBER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO SUBSCRIBER’S SYSTEM AND NETWORK.

19. ASSIGNMENT

19.1 Neither party may assign this Agreement without obtaining prior written consent from the other party. However, a party’s successor in interest may assume this Agreement through merger, acquisition, or consolidation without needing further notice or consent.

20. GENERAL

- 20.1 Headings. The captions and headings used in this Agreement are for convenience only and shall not be used for purposes of construction or interpretation.
- 20.2 Non-Waiver. No waiver by either Party of any one or more defaults by the other Party in performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or a different character.
- 20.3 Amendment. No change to any term or provision hereof shall be effective unless stated in writing and signed by the duly authorized representatives of both Parties.
- 20.4 Right to Defend. Each Party shall notify the other immediately upon the commencement of any action brought and the outcome of which may affect the rights of the other Party herein granted, and such other Party shall have the right at its own expense to appear in and defend such actions.
- 20.5 Severability. It is intended that if any provision of this Agreement is determined to be unenforceable or void for any reason, such provision shall be adjusted, if possible, to achieve the intent of the Parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and enforceable.
- 20.6 Legal Representation and Language Construction. Each Party has had the opportunity to be represented by counsel in connection with the drafting and negotiation of this Agreement, and the Parties agree that this Agreement and the terms hereof shall not be construed more severely against one of the Parties than the other. Specifically, but not by limitation, the Parties agree that no term of this Agreement shall be construed more severely against the Party deemed to be the drafter of such term than against the other Party.
- 20.7 Entire Agreement. This Agreement reflects the entire agreement between the Parties with respect to its subject matter. All other oral or written agreements, contracts, understandings, conditions, warranties, or representations with respect to the subject matter of this Agreement are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

CITY OF BAXTER

**LETAC
A DIVISION OF ECKBERG LAMMERS, P.C.**

By: _____

By: _____

Print: _____

Print: Imran S. Ali

Title: _____

Title: Executive Director, LETAC

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

Licensor will provide Policies360 Law Enforcement Policies and a hosted platform for Policies360 Law Enforcement Policies Software. The platform provides Subscriber the ability to receive law enforcement policies and provides a platform to deliver, access, manage, audit and report on Policies360 Law Enforcement Policies

2. SUMMARY OF SERVICES:

Policies360 is a web-based Law Enforcement Policy management system created to increase understanding, access, retention, proficiency, and efficiency in locating and understanding Law Enforcement Policies by eliminating unnecessary processes and providing enhanced targeted knowledge management systems. All policy storage, retrieval, updating, auditing, reporting and proprietary knowledge management systems are performed online.

Policies360 is used by law enforcement agencies to protect the public, officers and municipalities from unnecessary risk and harm by providing comprehensive policies and intuitive knowledge management systems to promote public safety.

With Policies360 you can:

- Receive, sort and manage policies
- Automatically route or complete tickets
- Search for current policies
- Access to policies
- Manage policy updates
- Eliminate unnecessary procedures from policies

Policies360 include the following:

- Complete and comprehensive Law Enforcement Policy Manual
- Online access to Policies 24/7
- Integrated intuitive Knowledge Management System
- Policy Update notifications
- Compliance and reporting
- Support for locations and users
- Web-based application access
- Setup, credentialling and configuration
- Telephone support, upgrades and maintenance
- Current auditing and reporting
- Fully redundant and secure data center

3. IMPLEMENTATION AND SET-UP PROCESS

Outlined in Policies360 Implementation & Security Forms

4. DETAILS OF SERVICES

Policies360 include:

LETAC Law Enforcement Policy Manual
Automated MN Law Enforcement Policy Manual
Periodic policy updates
Policy Monitoring
Automated Notifications of Compliance
Employee recognition Auditing
Auditing and Reporting
Completion Detail and Summary Reports
Export Reports to Multiple Formats
Seven Years of Archived Data
Custom Reporting Tool

Intuitive Knowledge Management Systems
Interactive Learning
Support
Online support
Data Security
Data Integrity
Data Center Redundancy
Network Redundancy
Data Redundancy

**EXHIBIT B
FEES**

SUMMARY OF FEES

Based on 16 FTE/PTE Officers

Policies360	
2026 Policies360 Onboarding, Included Customization and Annual Management	\$8,400.00
2027 Policies360 Annual Management	\$6,300.00
2028 Policies360 Annual Management	\$6,615.00