



## MASTER SERVICE AGREEMENT

**Created Date:** 05/07/2025

**Initial Term Start Date:** 02/01/2026

**Initial Term End Date:** 01/31/2027

## Account Executive Information

Jean Farmer  
Senior Account Executive  
jfarmer@lexipol.com  
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Lexipol LLC  
2611 Internet Blvd., Ste. 120  
Frisco, Texas 75034

## Agency Information

Denver Collins  
Assistant Chief of Police  
dcollins@cityofmanor.org  
(512) 215-8401

Manor Police Department  
Sourcewell #: 159990  
201 E Parsons St POB 317  
Manor, Texas 78653

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual 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.

## City of Manor / Manor Police Department

Signature: \_\_\_\_\_

Print Name: Scott Moore

Title: City Manager

Date Signed: 1/21/2026

## Lexipol, LLC

Signature: \_\_\_\_\_

Print Name: Jan Roos

Title: VP & General Counsel

Date Signed: 1-12-2026

Each individual 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.

**Manor Police Department**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Lexipol, LLC**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Exhibit A

## SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

## Order Summary

001 Lexipol Solutions Subscriptions						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
41	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$17,271.00	20%	\$3,454.20	\$0.00	\$13,816.80
50	PoliceOne Academy Annual Rate With OLL Services	\$95.00	20%	\$950.00	\$0.00	\$3,800.00
41	Lexipol Performance Reporting	\$8,900.00	20%	\$1,780.00	\$0.00	\$7,120.00
41	Lexipol Field Training	\$4,000.00	20%	\$800.00	\$0.00	\$3,200.00
41	Annual Law Enforcement Supplemental Manual(s)	\$1,669.00	20%	\$333.80	\$0.00	\$1,335.20
41	Annual Law Enforcement Procedures	\$982.00	20%	\$196.40	\$0.00	\$785.60
41	Law Enforcement Accreditation Workbench Premium	\$2,035.00	20%	\$407.00	\$0.00	\$1,628.00
50	Inventory Management	\$28.00	20%	\$280.00	\$0.00	\$1,120.00
Discount:				\$8,201.40	Subtotal:	\$32,805.60

002 Implementation Projects						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Law Enforcement Full Implementation	\$22,755.00	30%	\$6,826.50	\$0.00	\$15,928.50
1	Law Enforcement Agency-Specific Content Extraction	\$3,145.00	30%	\$943.50	\$0.00	\$2,201.50
1	Lexipol Field Training Implementation Service	\$800.00	30%	\$240.00	\$0.00	\$560.00
1	Performance Reporting Tier 1 Implementation Service	\$2,000.00	30%	\$600.00	\$0.00	\$1,400.00
Discount:				\$8,610.00	Subtotal:	\$20,090.00

Discount:	\$16,811.40
Subtotal:	\$52,895.60
Tax:	
Total Due:	\$52,895.60

**Exhibit B**  
**Description of Services**

**PoliceOne Academy**

Training is key to improving safety and effectiveness in law enforcement agency operations. PoliceOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your officers to train when it's convenient
- Hundreds of full-length courses and thousands of videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- Acceptance as a Certified Training Provider and for continuing education in many states
- Ability to upload and build your own content and create personalized learning plans
- 360-degree customer support, including a personalized onboarding implementation plan, recurring services to help you maximize your training program, and a dedicated Customer Success Manager

**Inventory Manager**

Effectively tracking department-issued equipment, like firearms and protective gear, is essential for reducing cost and risk. Know exactly what your agency has on hand, who has it and when it should be replaced. The Inventory Manager add-on for Police and Corrections features:

- Ability to acquire, issue, return and dispose inventory items
- Easy setup and assistance with initial inventory upload into the system
- Effective tracking of all SKU item activity in the system
- Filtered Admin Dashboard and reporting
- Ability for users to see items in their possession
- Item expiration tracking

**If Professional Services solutions are included in your purchase, the following additional terms apply:**

**Cancellation and Rescheduling of Meetings**

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

**Time is of the essence:**

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

**Personnel Changes**

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol

guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

**All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.**

### **Policy Manual**

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

### **Daily Training Bulletins (DTBs)**

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

### **Policy Updates**

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

### **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

### **Reports**

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

### **Lexipol Performance Reporting**

Lexipol's performance reporting solution is designed for public safety agencies to streamline operations, ensure compliance with reporting requirements and enhance community engagement. It includes six integrated applications: Use of Force, Internal Affairs, Vehicle Pursuits,

Encounters, Community Engagement, and Vehicle Damage. All applications feed data into the Command Center, providing intelligence capabilities and an advanced early intervention system using a customizable risk score rather than frequency of events.

#### **Use of Force**

Monitor and document use of force incidents to ensure compliance with reporting requirements.

- Monitor your agency's use of force trends
- Comply with use of force reporting requirements
- Attach body camera footage, reports and pictures related to an incident
- Integrate the system with existing applications like CAD
- Monitor multiple relevant data points to identify liability issues

#### **Internal Affairs**

Track and automate all internal affairs cases.

- Automate your reports using the custom-built document library
- Monitor multiple data points to identify liability issues
- Create customizable statistical reports
- Access detailed audit capabilities for accountability and transparency

#### **Vehicle Pursuits**

Track data related to high-liability pursuits.

- Capture detailed data for pursuit incidents
- Perform statistical analyses to help determine whether pursuits were within your agency policy
- Track suspect charges and violations, reason for pursuit, how it was terminated, outcomes and weather/traffic patterns

#### **Encounters**

Track data to ensure compliance with legal requirements related to encounters with community members.

- Document and analyze encounters with community members to support your agency's commitment to bias-free policing
- Produce documentation to comply with anti-bias and profiling laws
- Document the demographics of your jurisdiction to help interpret collected data correctly

#### **Community Engagement**

Automate and track perceived employee conduct based on community member complaints and compliments.

- Automated the tracking and management of community member complaints and compliments
- Use workflows to route complaints based on seriousness
- Support outreach in multiple languages

#### **Vehicle Damage**

Document incidents involving department owned/issued vehicles.

- Document damage to vehicles in your fleet
- Track employee vehicular incidents and identify causes of crashes

#### **Command Center**

Custom-built command staff dashboard and behavior-based early intervention system.

- Interactive and custom-built dashboards from data aggregated across all six applications
- Advanced analytics tools for visualizing high liability statistics
- Behavior-based early intervention system to identify and address potential issues
- Access to public-facing dashboards to share data with the public

#### **Lexipol Field Training**

Lexipol's Field Training, modeled after the San Jose FTO model, is a web-based software solution providing law enforcement agencies and academies with the ability to monitor on-the-job performance during the field training curriculum and probationary period. Features of Field Training include:

- Platform to track required FTO documentation with ability to customize for all departments, including Patrol, Corrections, Dispatch, and Community Service Officer (additional purchase required for each FTO instance)
- Daily Observation Reports based on San Jose model
- Web-based system easily accessible through CAD systems
- Tracking of health of FTO program across departments
- Automated workflows based on Daily Observation Reports

### **Supplemental Publication Service**

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

### **Accreditation Workbench - Premium**

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench Premium provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs
- Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists)
- Upload, store and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle
- Complete self-assessments by using analysis tools to identify gaps in required proofs of compliance
- Streamline assessment process by generating printed reports or showing the assessor compliance items stored in the online system

### **Law Enforcement Operations Procedures**

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

### **Lexipol Field Training Implementation Service**

Lexipol's Field Training Standard Implementation Service provides subscribers with a basic introduction to the Field Training platform and its key features. The service includes essential setup and configuration, with customization limited to 10 hours or 90 days, whichever is completed first. The 90-day timeline begins on the date of the initial kickoff meeting. Standard packages for all customers will include the following:

- Configuration for two instances of FTO
- Configuration for 2 Daily Observation Report Templates
- Configuration of standard forms
  - Supervisor report
  - Field Training Manual
  - Field Training Checklist
- Configuration for PoliceOne Academy (platform only) testing functionality to support FTO testing

### **Lexipol Performance Reporting Tier 1 Implementation Service**

Lexipol's Performance Reporting Tier 1 Implementation Service provides your agency with the foundational introduction to the platform and all its applications. The service includes essential setup and configuration for each of

the applications within the Performance Reporting solution, limited to 30 hours or 90 days, whichever is completed first. The 90-day timeline begins on the date of the initial kickoff meeting. The Tier 1 service includes:

- Configuration changes against the standard forms in each module
- Configuration changes on the Command Center dashboards
- Training on the application
- Additional activities as required such as onboarding assistance, user setup, and testing

**Exhibit C**  
**Terms and Conditions of Service**

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

**1. Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

**1.1 "Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

**1.2 "Agency Data"** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

**1.3 "Agreement"** means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

**1.4 "Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

**1.5 "Initial Term"** means the initial period of time in which Agency has elected to receive Lexipol Services.

**1.6 "Initial Term Start Date"** is specified on the cover sheet and represents the first day of the Initial Term.

**1.7 "Initial Term End Date"** is specified on the cover sheet and represents the last day of the Initial Term.

**1.8 "Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

**1.9 "Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

**2. Term; Renewal.** This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

**3. Termination.**

**3.1 For Convenience; Non-Appropriation.** During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

**3.2 For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided 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.

**3.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason,

Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. 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, including payment obligations.

**4. Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

**5. Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

**5.1 Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

**5.2 Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

**5.3 Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

**5.4 Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

**5.5 Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency

beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

**6. Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

**7. Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

**8. Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

**9. General Terms.**

**9.1 Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

**9.2 General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

**9.3 Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**9.4 Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**9.5 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the

other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

**9.6      Waiver.** Either party'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.

**9.7      Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



# Lexipol Solutions Proposal

## for Manor Police Department

**Prepared for:**  
Lexipol LLC

**Prepared by:**  
Jean Farmer  
jfarmer@lexipol.com  
(469) 257-0605

Lexipol LLC  
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