



axene

CONTINUING EDUCATION

Axene Continuing Education License Agreement – LMS Access

This Agreement is between Axene Continuing Education, LLC a Texas limited liability company ("ACE") and ___Prosper Fire Department_____ ("Licensee").

ACE owns, maintains and administers certain continuing education courses, course materials, and accompanying documents (collectively, "Content"). This Agreement governs the terms upon which Licensee and certain Licensee personnel can access and use such Content.

1. **Term.** The Term of this Agreement is: **one year**. This Agreement begins on **10/1/25** (the "Start Date") and expires on **9/30/26** (the "End Date").
2. **License Grant.** Subject to the following limitations, ACE hereby grants to Licensee a non-exclusive, non-transferrable license to load the Content onto the Vector/Target Solutions Learning Management System (the "LMS") only, and to access, interact with, and view such Content via the LMS during the Term of this Agreement.
 - a. **Seats.** This License provides **84** "Seats". Each Seat corresponds to, and is assigned to, one Registered User. This License only applies to Registered Users that have been assigned to a Seat.
 - b. **Registered User.** A Registered User must be an individual employed by or otherwise under contract to work for Licensee.
 - c. **LMS Interaction.** Upon execution of this Agreement, ACE will provide to Licensee an electronic version of the Content, which Content Licensee may load onto its own account on the LMS. Licensee agrees to establish a login with administrator privileges on Licensee's account; or provide a dedicated point of contact with administrator privilege in order to assist with content upload.
3. **Additional Seats.** Additional Seats can be obtained at a cost of **\$95** per Seat and will be prorated based on the remaining amount of time left in the agreement.
4. **Updates.** It is anticipated that ACE will periodically prepare updates of the Content (e.g., additional courses, etc.). Upon ACE's sole discretion, such updates may be added to the Content, and electronic files having such updates may be provided to Licensee for Licensee to load on the LMS consistent with this Agreement.

5. **Reasonability of Content.** Publicly available data and resources have been used to develop this product. ACE has reviewed information for reasonability but does not guarantee the information to be free from error or interpretation.
6. **Auto-Renewal.** Unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the current Subscription Term, this Agreement will automatically renew for successive renewal terms equal in duration to the expiring Subscription Term. However, the total term of this Agreement, including all renewal periods, shall not exceed five (5) years from the Effective Date, unless otherwise agreed in writing. Renewal will be at the then-current pricing unless otherwise agreed, and all other terms of this Agreement shall remain in effect during any renewal term. If payment is not received within 30 days of renewal invoice, access to content will be suspended and a reactivation fee may be charged.
7. **Termination and Breach.** A multi-year Agreement can be terminated by the Licensee in writing delivered to ACE. An early termination fee will apply, which early termination fee will be equal to the average yearly base cost (plus additional Seats purchased) between the Start Date and End Date. ACE can terminate this Agreement upon ninety (90) days notice in writing delivered to Licensee. If Licensee fails to make payments according to the terms of an Invoice or Multi-year Plan, or if Licensee allows users to access the Content on the LMS that aren't Registered Users for which it has purchased Seats. ACE can terminate this Agreement thirty (30) days after providing Licensee written notice of such failures if Licensee fails to cure the deficiency within the thirty (30) days. In the event of termination, ACE shall be entitled to suspend access to or disable operability of the Content.
8. **Protection.** Licensee is advised that the Content is protected by U.S. and international copyright laws and may contain copyrighted material of third parties provided under license. Unauthorized copying or disclosure of any of the Content is strictly forbidden, and Licensee agrees to take reasonable steps to prevent such unauthorized use, copying or disclosure.
 - a. **Intellectual Property Indemnification.** Licensee shall defend, indemnify, and hold harmless ACE, its Affiliates and their officers, directors, agents, employees, and other authorized users from and against any liability, claim, action, loss, damage, or expense (including court costs and attorney's fees) arising out of, or relating to, any unauthorized copying or disclosure of the Content. Licensee agrees to notify ACE promptly when it is apprised of any third-party claim and agrees to cooperate in a reasonable manner with ACE with respect to the defense and disposition of such claim.
9. **Warranties.** ACE represents and warrants that:
 - a. ACE owns the Content, including all associated intellectual property rights, or otherwise has the right to grant Licensee the right and license provided in this Agreement free and clear of any liens and encumbrances; and

- b. ACE has used commercially reasonable efforts to ensure that the Content contains no "computer viruses" or "time bombs" as those terms are commonly understood in the information process industry, specifically, ACE warrants that the Content contains no code or instructions (including any code or instructions provided by third parties) that is designed to delete, disable, deactivate, interfere with, or otherwise harm the deliverables or Licensee's hardware, data, or other programs, or that is intended to provide access or product modifications not authorized by Licensee.

As noted above, although ACE believes it has used reasonable care in developing the Content, ACE does not warranty the data and information used in the Content, as it is public in nature.

Notwithstanding the above, ACE reserves the right to include features in the Content configured to disable the usability of the Content after a period of time and/or if the Agreement is terminated.

- 10. **Indemnification.** To the extent authorized by Texas law, each party agrees to indemnify, hold harmless and defend the other and its affiliates, officers, directors, agents and employees from and against any claims, damages, liabilities, expenses, or losses (including attorneys' fees) arising from the performance or breach of this Agreement by the indemnifying party or the acts or omissions of the indemnifying party or its employees or agents; provided that neither party shall assume any liability for any act or omission of the other party or its employees or agents.
- 11. **Limitation of Liability.** In no event shall ACE's total cumulative liability to Licensee (from all causes of action of any kind, including contract, tort or otherwise) arising out of or related to the Services exceed the amount actually paid by Licensee to ACE under this Agreement. If ACE is working on a multi-year engagement for Licensee, ACE's liability shall be limited to the amount paid for that particular time period that gives rise to the liability.

Neither party shall be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), even if advised of the likelihood of such damages occurring. Licensee's recourse with respect to any liability or obligation of ACE hereunder shall be limited to the assets of ACE, and Licensee shall have no recourse against, and shall bring no claim against, any member owner or employee of the ACE or any of the assets thereof.

- 12. **Confidentiality.** During the course of this Agreement it can be anticipated that the parties may obtain certain Confidential Information about one another. For example, the terms of this Agreement and certain business practices of ACE can be considered Confidential Information. Also, ACE may obtain certain Confidential Information of Licensee including non-public or proprietary information regarding Licensee's business or its patients, including individually identifiable health information. Each party agrees not to disclose such Confidential Information to third parties or use it for itself for any purpose other than performing under this Agreement, without the other party's prior written approval. Except as otherwise

expressly provided in this Section, ACE and Licensee hereby mutually covenant and agree:

- a. to keep the Confidential Information strictly confidential; and
- b. not to disclose the Confidential Information to any third party.

Notwithstanding anything to the contrary in the Agreement, each party may disclose the Confidential Information to any entity with which it is affiliated and in the usual and customary operation of the party's business, including, but not limited to, disclosure to auditors, attorneys and any third party entities with whom the party has an agreement requiring the third party entity to maintain the confidentiality of such Confidential Information in a manner no less restrictive than this provision. In addition, the foregoing confidentiality obligation shall not apply to information that is or becomes public knowledge other than through the unauthorized disclosure by the receiving party, nor shall it apply to information that is required to be disclosed by law; provided, however, that the receiving party so required to disclose shall first notify the disclosing party to enable it to seek relief from such requirement, and render reasonable assistance requested by the disclosing party in connection therewith. This Section and the confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.

- 13. **Independent Contractor.** It is mutually understood and agreed that ACE at all times is acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties or either party being the agent or representative of the other party. If using this product under the guidance of a preferred partner / consultant, their work and liability is covered under their own coverages.
- 14. **Governing Law.** The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the state of Texas, excluding choice of law principles. No waiver by either party of any right or remedy under this Agreement, or delay in the exercise thereof, will constitute a waiver of any other right or remedy.
- 15. **Notice.** Any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by U.S. mail (first-class or express mail), commercial courier or electronic mail as follows:

If to ACE:

Attn: Jason Touhy
Address: 8430 W University Drive Ste. 213
McKinney, TX 75071
email: jason.touhy@axenece.com

If to Licensee:

Attn: _____
Address: _____
email: _____

16. **Survival.** Agreement terms and rights under the Sections of this document titled Indemnification, Limitation of Liability and Confidentiality will survive any termination or expiration of this Agreement.
17. **Use of Parties' Names.** Neither party will use the names, trademarks, service marks or logos of the other party or any of its affiliates in any written materials, including without limitation, press releases, advertisements, websites or other promotional materials, without the other party's prior written consent.
18. **Entire Contract; Modification; Counterparts.** The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior oral or written agreements. This Agreement may be modified only by a writing executed by both parties. No statement, representation, warranty, covenant or agreement of any kind, including without limitation, any terms included in or located on a website, accessed through a URL, provided as an end user license agreement, or provided in a click-wrap, shrink-wrap or other similar format, not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The Agreement may be executed in two or more counterparts (including by means of faxed or e-mailed signature pages), each of which will be deemed an original, and all of which together will constitute one and the same instrument. Photocopies, facsimile transmissions and other reproductions of this executed original (with reproduced signatures) will be deemed original counterparts of this Agreement. Electronic signatures and electronically transmitted documents are binding.

AGREED AND ACCEPTED:

Prosper Fire Department ("Licensee")
911 Safety Way
Prosper, TX 75078

AXENE CONTINUING EDUCATION, LLC ("ACE")
8430 W UNIVERSITY DR. STE 213
MCKINNEY, TX 75071

By: _____
(Signature)

(Type or Print Name)

Its: _____
(Type or Print Title)

Date: _____

By:  _____
(Signature)

Jason Touhy

(Type or Print Name)

Its: COO

(Type or Print Title)

Date: 7/11/2025

This Agreement may be signed electronically, in which case signatures may appear above or on the last page.