



## SUBSCRIPTION PLATFORM AGREEMENT

Customer Name: Williamson County Sheriff's Office - TX  
Customer Address: 8160 Chandler Rd  
Hutto, Texas 78634  
Attention: Judge Bill Gravel  
Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034  
Prepared By: Brad Slaughter  
Expiration Date: 2/28/2021

Contract & Proposal Valid Through: 2/1/2021 - 9/30/2021

Signature:	_____	Signature:	
Print Name:	_____	Print Name:	Ker Thao
Title:	_____	Title:	Lexipol, VP of Finance and Operations
Date Signed:	_____	Date Signed:	3/1/21

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
500	PoliceOne Academy Annual Rate Per User	USD 47.00	USD 15,665.00
500	PoliceOne Academy Account Services & Setup	USD 1,500.00	USD 1,500.00
TOTAL:			USD 17,165.00

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.

### Notes

Early start Promo ; Police 1 and Corrections 1 Academy - You are receiving 3 months of service free an 500 total users TBD CorrectionsOne and PoliceOne Academy split during onboarding.

## SCOPE 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

## TERMS & CONDITIONS

### Billing:

A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified.

Renewal: Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal, unless written notice of non-renewal is received at least sixty-days prior to contract end date.

Department Personnel Use Only: Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or FireRescueOne Academy or EMSOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access.

Service Agreement: The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at <https://www.lexipol.com/lms-master-service-agreement/>

between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.

Supplemental Terms: The following terms and conditions are made part of this Order Form and shall supplement those contained in the MSA. Notwithstanding the foregoing, in the event of any conflict between the below terms and those in the MSA, the terms and conditions in the MSA shall govern and control.

1. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
2. Texas Law Applicable to Indemnification. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
3. Termination for Convenience. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination by Lexipol, The Customer will only be liable for its pro rata share of services rendered and goods actually received. In the event of termination by Customer, Customer will not be entitled to refund of any fees already paid or proration of fees properly invoiced.
4. Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
5. Mediation: The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.
6. Venue and Governing Law: Venue for disputes relating to this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
7. Right to Audit: Lexipol LLC agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine and photocopy those documents, papers and records of Lexipol LLC which are singularly and solely related to the services performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.