



MASTER SERVICE AGREEMENT

Agency's Name:	Monterey County Sheriff's Office (CA)
Agency's Address:	1414 Natividad Rd Salinas, California 93906
Attention:	Undersheriff Keith Boyd
Sales Rep:	Theresa Maza
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	<u>7/1/2024</u> (to be completed by Lexipol upon receipt of signed Agreement)

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** - Terms and Conditions of Service

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.

Monterey County Sheriff's Office (CA)

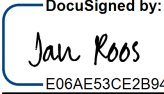
Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: 
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Print Name: Jan Roos

Title: Vice President & General Counsel

Date Signed: 5/8/2024

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County Counsel

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Auditor-Controller

Exhibit A

Selected Services and Associated Fees

Agency is purchasing the following:

TERM ONE				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy Manual and DTBs	7/1/2024-6/30/2025	\$ 24,976.12	0%	\$ 24,976.12
Annual Corrections Policy Manual & DTBs	7/1/2024-6/30/2025	\$ 28,049.27	0%	\$ 28,049.27
Law Enforcement Policy Update Management	7/1/2024-6/30/2025	\$ 9,450.00	0%	\$ 9,450.00
Law Enforcement DTB Management	7/1/2024-6/30/2025	\$ 2,625.00	0%	\$ 2,625.00
Correcrions Policy Update Management	7/1/2024-6/30/2025	\$ 6,762.00	0%	\$ 6,762.00
Corrections DTB Management	7/1/2024-6/30/2025	\$ 1,837.50	0%	\$ 1,837.50
TERM ONE TOTAL		\$ 73,699.89		\$ 73,699.89
Term One Subscription Total				\$ 73,699.89

TERM TWO				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy Manual and DTBs	7/1/2025-6/30/2026	\$ 26,224.93	0%	\$ 26,224.93
Annual Corrections Policy Manual & DTBs	7/1/2025-6/30/2026	\$ 29,451.73	0%	\$ 29,451.73
Law Enforcement Policy Update Management	7/1/2025-6/30/2026	\$ 9,922.50	0%	\$ 9,922.50
Law Enforcement DTB Management	7/1/2025-6/30/2026	\$ 2,756.25	0%	\$ 2,756.25
Correcrions Policy Update Management	7/1/2025-6/30/2026	\$ 7,100.10	0%	\$ 7,100.10
Corrections DTB Management	7/1/2025-6/30/2026	\$ 1,929.38	0%	\$ 1,929.38
TERM TWO TOTAL		\$ 77,384.89		\$ 77,384.89
Term Two Subscription Total				\$ 77,384.89

TERM THREE TOTAL				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy Manual and DTBs	7/1/2026-6/30/2027	\$ 27,536.18	0%	\$ 27,536.18
Annual Corrections Policy Manual & DTBs	7/1/2026-6/30/2027	\$ 30,924.32	0%	\$ 30,924.32
Law Enforcement Policy Update Management	7/1/2026-6/30/2027	\$ 10,418.63	0%	\$ 10,418.63
Law Enforcement DTB Management	7/1/2026-6/30/2027	\$ 2,894.06	0%	\$ 2,894.06
Correcrions Policy Update Management	7/1/2026-6/30/2027	\$ 7,455.11	0%	\$ 7,455.11
Corrections DTB Management	7/1/2026-6/30/2027	\$ 2,025.85	0%	\$ 2,025.85
TERM THREE TOTAL		\$ 81,254.15		\$ 81,254.15
Term Three Subscription Total				\$ 81,254.15

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of 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 prior to the Effective Date, or which Agency provides during the Term of this Agreement 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 (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “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.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date 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. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

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 obligation, including payment obligations, or remedy any 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 ordered pursuant to Exhibit A 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.

¹ Note: fees paid for Online Services (as defined herein) are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered by Lexipol to Agency.

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, for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (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")², Cordico wellness application(s), GrantFinder, and Virtual Instructor-Led Training (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include certain paid Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing³, 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.

5.3 **Intellectual Property.** Lexipol's Services, and the Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such 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's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. 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 shall have no liability for Agency's creation or use of Derivative Works.

5.4 **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.

5.5 **Agency Data.** Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. 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 to or through Lexipol or the Services is 100% secure.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ 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 submitting 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.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, 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, WILL BE 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"). The receiving Party will: (a) limit disclosure of any such Confidential Information to authorized representatives; (b) advise its personnel and agents of the confidential nature of the 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. Each Party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, or equivalent, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF OTHERS, 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. NOTWITHSTANDING 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.