Q-232007

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 10/20/2026

Initial Term End Date: 10/19/2028

Account Executive Information

Trisha Klawitter
Senior Account Executive
tklawitter@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Frank Darthaniel Clark
Town Marshal
fclark@thorntown.in.gov
765-436-7677

Thorntown Police Department
101 W Main St
Thorntown, Indiana 46071

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

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.

Thorntown Police Department		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Year 1 (2026-10-20 to 2027-10-19)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GrantWriter Tier 1 - Rural City/Single Department	$7,500.00	0%	$0.00	$0.00	$7,500.00
			Discount:	$0.00	Subtotal:	$7,500.00

002 Year 2 (2027-10-20 to 2028-10-19)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GrantWriter Tier 1 - Rural City/Single Department	$7,500.00	0%	$0.00	$0.00	$7,500.00
			Discount:	$0.00	Subtotal:	$7,500.00

Discount:	$0.00
Subtotal:	$15,000.00
Tax:	
Total Due:	$15,000.00

Exhibit B

Description of Services

GrantWriter Assistance Program (GrantWriter Tier 1 - Rural City/Single Department)

Agencies pursuing multiple grants need a consistent partner that understands their business and can work closely to develop a multi-year grants strategy. Lexipol's Grant Assistance Program is a retainer service combining all our pre-award grant services, including grant research, alerts, consulting and review.

Includes Monthly Grant Retainer Services: Research + Alerts, Consulting, and Review (2-Year Commitment)

- Up to 5 annual user subscriptions to GrantFinder
- 2 Grant Writing Services per year
- Dedicated program manager
- 1x annual strategic planning session
- Complimentary grant alerts for each user subscriber
- Bimonthly grant consulting sessions led by senior grant experts
- Grant application and narrative review by team of experts (maximum 6 per year)
- Biannual performance reports
- Discount off rate card for grant writing services on a per project, per application basis
- Commitment for 2 years - may be billed up front or annually

Annual provisions are subject to expiration if not redeemed within the 12-month period.

Agency Expectations: please note the following services process to ensure out agreement runs smoothly.

Here is a step-by-step outline of the post-contract process:

- You will be introduced to your Account Management team.
- A needs assessment worksheet will be sent to gather basic information about your project goals and grant plans for the year, and a meeting will be scheduled to review this information with your Account Management team.
- You will be given access to GrantFinder at this time.
- Your Account Management Team will work with you determine the most viable target grants for your intended projects.
- Selected grant programs and applications can be submitted to your Account Management team for review and consulting.
- Bimonthly or quarterly check-in calls are availables, as needed.
- Grant writing services included must be identified and submitted during the annual contract term.
- Additional Grant Writing services are available at a discounted rate and may be added,as needed.

Lexipol is compliant in receiving funding under federally funded grants or contracts for pre and post award services, pursuant to 2 C. F. R. Part 180.

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 the Agency identified in the agreement or cover sheet to which these Terms are attached. Lexipol and the Agency are sometimes referred to herein as a "Party" and collectively as the "Parties." Authorized end users may access and use the Services only through the Agency's rights under this Agreement.

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 the Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **"Agreement"** means the contract documents to which these Terms are attached, including the applicable agreement, cover sheet, pricing exhibit, and any incorporated exhibits or addenda.

1.4 **"Custom Agreement Terms"** means special contractual terms contained in the applicable cover sheet, pricing exhibit, order form, or similar transaction document. In the event of a conflict, the Custom Agreement Terms will control over these Terms, but only to the extent of the conflict and only where specifically defined as "Custom Agreement Terms."

1.5 **"Initial Term"** means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

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 **"Online Services"** means all services offered by Lexipol and its partners, affiliates, and licensors through online, internet-based platforms that require account-based access. Online Services include, without limitation, Lexipol's Policy, Training, Reports, Wellness, and Grants Management services.

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

1.10 **"Professional Services**" means those Services that are not part of Lexipol's Online Services and that require the direct professional expertise of Lexipol personnel and/or contractors, including implementation or technical support for Online Services, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts. Professional Services may also be referred to as "One-Time" Services in Lexipol's pricing sheets and service descriptions.

1.11 **"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.

1.12 "**Sponsor Organization**" means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. **Term; Termination**. This Agreement is effective and enforceable when signed by Agency. It begins on the Initial Term Start Date and will continue through the Initial Term. At the end of the Initial Term, this Agreement will renew for successive one-year periods (each, a "Renewal Term") unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

NOTE: Expiration or termination of this Agreement will not relieve either Party of any obligation or liability accrued before the effective date of expiration or termination, including payment obligations, whether based on renewal or otherwise. Fees are not eligible for refund, proration, or offset in the event of termination for convenience by Agency.

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3. **Invoicing; Fees**. 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 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 incurred when paying electronically. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Lexipol's pricing sheets 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.

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

4.1 **Account Management**. Access to Lexipol's Services is personal and unique to Agency. Agency agrees it will 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. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.2 **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. Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes for such programs, in each case to the extent permitted by applicable law. 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. Lexipol will implement and maintain a written information security program reasonably designed to protect Agency Data and appropriate to the nature of the Services and the Agency Data processed by Lexipol. Lexipol will notify Agency without undue delay after confirming any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control, as required by applicable law. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.3 **Intellectual Property; Use of Content**. Lexipol's Services and all Lexipol Content 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-exclusive, 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. Except for the limited rights expressly granted in this Agreement, Lexipol and its licensors reserve all rights, title, and interest in and to the Services and Lexipol Content, and no implied licenses are granted. Lexipol Content may be incorporated into Agency's own policies and materials, but Agency may not otherwise share, upload, or distribute 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. Regarding policy content and policy manuals, Agency specifically 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 further acknowledges and agrees that it, and not Lexipol, is considered the "policy maker" regarding each such policy and DTB.

4.4 **Restrictions on Use of Third-Party Platforms (including AI)**. Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including but not limited to policy content, training materials, wellness materials, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For Clarity, this Section does not prohibit Agency from using generally available document storage, email or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

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5. **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.

6. **Warranty.** LEXIPOL WARRANTS THAT THE SERVICES WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES DURING THE TERM AND THAT PROFESSIONAL SERVICES, IF ANY, WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. AGENCY'S SOLE AND EXCLUSIVE REMEDY, AND LEXIPOL'S ENTIRE LIABILITY, FOR A BREACH OF THE FOREGOING WARRANTIES WILL BE FOR LEXIPOL TO REPERFORM THE NONCONFORMING SERVICES OR, IF LEXIPOL CANNOT DO SO WITHIN A REASONABLE TIME, TO TERMINATE THE AFFECTED SERVICES AND REFUND THE PREPAID, UNUSED FEES FOR THE TERMINATED PORTION. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS IS," AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7. **Indemnification**. Lexipol will indemnify, defend, and hold harmless Agency from and against any third-party claim to the extent alleging that the Services, as provided by Lexipol and used by Agency as permitted under this Agreement, infringe or misappropriate such third party's intellectual property rights, and will pay resulting damages, judgments, settlements approved by Lexipol, and reasonable attorneys' fees awarded by a court or included in a settlement approved by Lexipol. Lexipol will have no obligation under this Section to the extent a claim arises from (a) Agency Data, (b) modifications not made by Lexipol, (c) use of the Services in combination with items not provided by Lexipol, if the claim would have been avoided but for such combination, or (d) use of the Services other than as permitted under this Agreement. Agency must (i) promptly notify Lexipol in writing of any indemnified claim, (ii) allow Lexipol to control the defense and settlement of the claim, and (iii) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing payment obligation on Agency without Agency's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

8. **Limitation of Liability.** 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 any indirect, incidental, consequential, special, or exemplary damages, or for any lost profits, revenues, business opportunities, or goodwill. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

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; Venue**. 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. To the extent permitted by applicable law, the state and federal courts located in the state in which

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Agency is located will have exclusive jurisdiction over any action arising out of or relating to this Agreement, and each Party irrevocably submits to the personal jurisdiction of those courts for that purpose.

9.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a successor in interest in connection with a merger, acquisition, consolidation, or sale of substantially all of the assigning Party's assets, provided that the assignee assumes this Agreement.

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.

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