

Commission on Accreditation for
Law Enforcement Agencies, Inc.
13575 Heathcote Boulevard
Suite 320
Gainesville, Virginia 20155

Phone: (703) 352-4225
Fax: (703) 890-3126
E-mail: calea@calea.org
Website: www.calea.org

April 7, 2021

Mr. Chris Freeman
Director
Marshall County 911
50 Judicial Drive
Benton, KY 42025

Dear Director Freeman:

CALEA® is pleased to provide notice that the Marshall County 911 has been awarded an Initial Accreditation Fee Waiver (IAFW), as a result of application to the CALEA's Agency Support Program (CASP). The current market value of this waiver is \$3,750.00, which is applied upon receipt of all fully executed enrollment and contractual documents.

Acceptance of this award requires the agency to have an assessment within three years from the contract execution date, which is predicated on the CALEA Executive Director's date of signature. This award is valid only for contracts executed in calendar year 2021 and requires remittance of one-half of the projected assessment fee within 30 days of enrollment. The balance of this assessment fee must be remitted before assessment activities can be scheduled. Currently, the projected assessment fees are \$6,000.

The requisite enrollment documents are attached to this transmittal and should be reviewed for other provisions associated with the award. If you need assistance with any portion of the enrollment process, please contact CALEA Contract Specialist Wendi Jones at 703.352.4225, Ext. 34 or wjones@calea.org.

Again, congratulations and welcome to the Gold Standard for Public Safety Agencies – CALEA Accreditation!

Sincerely,

A handwritten signature in black ink that reads "W. Craig Hartley, Jr." The signature is written in a cursive, flowing style.

W. Craig Hartley, Jr.
Executive Director

**INITIAL ACCREDITATION AGREEMENT FOR
CALEA AGENCY SUPPORT PROGRAM (CASP) GRANT RECIPIENT**

This Agreement is entered into between the Marshall County 911 with principal offices at 50 Judicial Drive, Benton, Kentucky 42025 telephone number (270) 527-1333, hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as the "Commission."

WITNESSETH

The Agency and the Commission, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the Commission as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

- 1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by the Commission's assessing the Agency's compliance with applicable standards established by the Commission in order for the Commission to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

- 2.1 Provide all information, documents, files, records, and other data as required by the Commission so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
- 2.2 Fully and accurately respond to all communications from the Commission within ten (10) business days from the receipt thereof.

3. COMMISSION'S RESPONSIBILITIES: The Commission agrees to:

- 3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.
- 3.2 Provide Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.
- 3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.
- 3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

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CALEA will not accept this agreement if it is not executed by July 1, 2021

- 3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.
- 3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for the Commission's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

- 4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of the Commission, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."
- 4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:
 - (a) Upon expiration of the 24th month following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the payment of an annual contract extension fee for additional time; or
 - (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
 - (c) Upon termination pursuant to Section 5.2, 6.1, or 6.4 hereof; or
 - (d) Upon expiration or revocation of the Agency's accredited status; or
 - (e) Notwithstanding any other provisions herein, at the option of either the Agency or the Commission, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.
- 4.3 The Commission may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

5. MODIFICATION:

- 5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2 The Agency recognizes and acknowledges that it will be necessary for the Commission to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, the Commission reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

- 6.1 In recognition of the Agency's selection as a Commission grantee, the Commission agrees to waive the Agency's initial accreditation fee so long as the Agency agrees to remit one half of the estimated on-site assessment charge of \$6,000 within 30 days of the execution date of this contract. The estimated on-site assessment charge payment will be applied to the initial on-site assessment, if the Agency completes self-assessment and have a successful on-site assessment by the 24th month of the execution of this contract. If the Agency does not complete self-assessment by the 24th month, the Commission may, at its discretion, upon request by the Agency, extend this Agreement in accordance with Section 6.4. If the Agency withdraws from the accreditation process, the one half estimated on-site assessment charge of \$3,000 will be deemed as the contract termination fee and not refunded to the Agency. The unused portion of the subscription fee will be refunded to the Agency.

- 6.2 If the Agency, within eight weeks of executing this contract, is determined ineligible to participate in the accreditation program, the Agency may withdraw from the process without penalty and the estimated on-site assessment charge will be refunded.
- 6.3 When the Agency notifies the Commission that it is ready for an on-site assessment, the Commission will bill the Agency the second half of the estimated on-site assessment charge. Payment will be required prior to the on-site assessment. If the projected on-site costs exceed the actual on-site costs, the Commission will return the excess amount to the Agency.
- 6.4 If the Agency requires more than 24 months to complete a successful on-site assessment, the Agency agrees to pay a nonrefundable annual extension fee amounting to 55% of the fee in effect on the effective date of this Accreditation Agreement. This annual fee shall be due and payable 24 months after the effective date of this Agreement, and every 12 months thereafter, until a successful on-site assessment has been achieved or this Agreement has been terminated in accordance with Section 4 supra. The Commission reserves the right to terminate this Agreement if the annual fee payment is delinquent by more than sixty days.
- 6.5 If the Agency's initial on-site assessment is not successful (i.e., work after the initial on-site assessment is required to achieve compliance with applicable standards), the Agency shall prepay estimated costs for a subsequent on-site assessment and/or additional staff/assessor assistance required on or off site. The additional work required (on and/or off site) must be completed within six months. If the projected costs exceed the actual costs, the Commission will promptly return the excess amount to the Agency.
- 6.6 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following the initial award and each subsequent award thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.
- 6.7 The Commission reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

- 7.1 In all matters pertaining to this Agreement, the Commission shall be acting as an independent contractor and neither the Commission nor any officer, employee, or agent of the Commission will be deemed an employee of the Agency. The selection and designation of the personnel of the Commission in performance of its responsibilities under this Agreement shall be made by the Commission.
- 7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of the Commission will act in the name of the Commission.

8. AUTHORITY:

- 8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

- 9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that the Commission's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by the Commission or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 The Agency accepts the Commission's decisions as the final authority on all matters relating to the Commission's standards and accreditation program.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

18. POWERDMS MANAGEMENT SOLUTIONS

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as the exclusive provider for CALEA accreditation management software.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on

_____, 20 _____.

Witness:

By _____

By _____
(signature)

Chris Freeman
(typed name)

Director
(title)*

Witness:

By _____

By _____

(typed name)

(title)**

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed by the Executive Director of the Commission, acting on its behalf, on _____, 20 _____.

Witness:

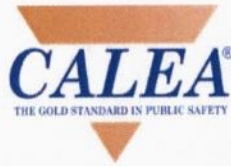
The Commission on Accreditation for
Law Enforcement Agencies, Inc.

By _____

By _____
Executive Director

*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.



PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT

TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("**Agreement**") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("**Licensor**"); and Marshall County 911 located at 50 Judicial Drive, Benton, Kentucky 42025 ("**Licensee**") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies; and
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

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II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

III. Fees

(a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

CALEA Enrolled Agencies

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable PowerDMS/CALEA Assessment Tool(s). **Subscription payments, including the fees applicable to the PowerDMS/CALEA Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

Non-Enrolled Agencies

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

Non-Public Safety Academic Institutions

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

Individuals

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

(b) **BILLING** - Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may

result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

- (c) **BILLING ENTITY** - CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the PowerDMS/CALEA Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

IV. CALEA Commitment to Customer Service

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

V. Authorized Use of Licensed Materials

- (a) **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. **Display** - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.

2. Digitally Copy - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
3. Print Copy - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.
4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

VII. Specific Restrictions on Use of Licensed Materials

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VIII. Licensor Performance Obligations

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- (c) PowerDMS services – Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

IX. Licensee Performance Obligations

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (c) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

XI. Term

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date.

Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XVIII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXI. Governing Law

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

**SIGNATURE PAGE
ACCEPTED AND AGREED:**

Licensee

Signature: _____

Name: Chris Freeman

Title: Director

Date: _____

CALEA®

Signature: _____

Name: W. Craig Hartley, Jr.

Title: Executive Director

Date: _____

CALEA has caused this Agreement to be executed on _____, 20 ____.

Adm Lic 04/2015