

**THE RESPONSE NETWORK, INC.
INDIVIDUAL SUBSCRIBER LICENSE AND SERVICES AGREEMENT**

IMPORTANT NOTICE – READ CAREFULLY AND COMPLETELY. TO BECOME AN AUTHORIZED USER OF POLICECOMMUNITY.COM AND THE MATERIALS CONTAINED THEREIN, YOU MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY EXIT THIS PAGE AND LEAVE THE WEBSITE.

THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND THE RESPONSE NETWORK, INC. (“TRN”) FOR THE SERVICES IDENTIFIED HEREIN. BY CLICKING ON THE “I ACCEPT” ICON BELOW AT THE END OF THE CONTRACT TERMS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. YOU ARE NOT ELIGIBLE TO RECEIVE A PASSWORD TO ACCESS THE ONLINE SERVICES UNTIL YOU HAVE READ AND INDICATE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

1. **PARTIES/AGREEMENT.** This Individual Subscriber License and Services Agreement (“Agreement”) is made by and between You, the User (hereinafter “You”) and The Response Network, Inc., a Delaware corporation with its principal offices P.O. Box 5520, Hanover, New Hampshire 03755 (“TRN”). In consideration of the mutual promises and covenants hereafter set forth, TRN and You (collectively, the “Parties”) hereby agree to be bound in accordance with the terms and conditions hereof.
2. **RECITALS.**
 - a. WHEREAS, TRN has courses and materials for use in online educational, training, communications and other services by (i) law enforcement organizations, military police organizations, and other emergency service providers, (ii) individuals working in the fields of law enforcement, military service, corporate security, and emergency services, and (iii) students of the law and other members of the general public;
 - b. WHEREAS, You desire to make use of TRN’s services on the terms set forth here, including but not limited to TRN’s online training courses, computer-based training materials or other products or services;
3. **THE ONLINE SERVICES.** TRN provides a set of online resources, including electronic training courseware, computer-based training materials and other resources offered by TRN (“TRN Resources”). The content, services, programs and hours of operation of TRN Resources may be expanded, restricted, updated or otherwise changed by TRN in its sole discretion at any time.
4. **PROPRIETARY RIGHTS.** All content and TRN Resources included on this site are the property of TRN or its providers, and are protected by copyright and other laws relating to proprietary rights and otherwise. All software used on this site is the property of TRN or its

software suppliers and is protected by copyright and other laws. TRN, its providers and its software suppliers retain all rights in their respective properties worldwide.

- 5. PERSONAL PASSWORD; RESPONSIBILITY FOR USE; RIGHT TO TERMINATE.** When You click on the "I Agree" button below, You will become an "Authorized User." As an Authorized User, You will have a User Name and Personal Password that will enable You to access the TRN Resources through Your Internet access provider. You may not share, disclose or transfer Your Personal Password with or to any third party. If You believe that the security of Your Personal Password has been breached, You must promptly notify TRN of the breach. TRN will then cancel that password and issue You a new Personal Password. You are responsible for ensuring that all use of TRN Resources under Your User Name and Personal Password complies with this Membership Agreement, and You agree to indemnify and hold TRN, its affiliates, agents, employees, directors and suppliers harmless against any damages, costs or expenses arising out of Your improper use of TRN Resources and the use by others of TRN under Your User Name and Personal Password. TRN reserves the right to cancel Your Personal Password, and thereby Your access to TRN at any time without refund if You fail to comply with the terms of this Membership Agreement or if TRN, in its sole discretion, deems Your conduct in connection with Your use of TRN Resources to be unacceptable.
- 6. GENERAL LIMITATIONS ON USE.** Your use of TRN Resources is expressly subject to the restrictions set forth below. If TRN detects or becomes aware of any failure to comply with any of these restrictions, it may terminate Your access to TRN Resources immediately without refund.

 - (i) You may not reproduce, retransmit, distribute, transfer, disseminate, sell, license, sublicense, lease, publish, broadcast or circulate any content or other materials accessed through TRN Resources.
 - (ii) Access to TRN servers is restricted to conventional non-accelerated browsers. You may not use any product, browser or browser feature that significantly accelerates the speed of page downloads, such as NetJet, NetSonic, MSIE Crawler or Teleport-Pro.
 - (iii) You may not use web robots, crawlers, wanderers or spiders in connection with TRN Resources.
 - (iv) You may not modify, adapt, create any derivative use from, or otherwise alter the TRN Resources;
 - (v) You may not transmit or distribute by any means, or permit the transmission or delivery of, any content or materials in violation of any applicable United States export control laws, restrictions and regulations relating to the distribution of technical information, as they exist from time to time, including, without limitation, those promulgated by the United States Department of Commerce, including with respect to materials which You are allowed to post on the TRN website.
- 7. USER-POSTED CONTENT.** TRN Resources may enable certain users to shares notes, comments and other content with other users, through an electronic bulletin board, a chat room, or similar features (all such features, the "User Content Features"). You acknowledge that all information, data, text, photographs, graphics, video, messages, or other materials

("Content") posted via the User Content Features are the sole responsibility of the person from whom such Content originated. This means that You, and not TRN, are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the User Content Features. TRN does not control the Content posted via the User Content Features and, as such, does not represent or guarantee the truthfulness, accuracy, integrity, quality or reliability of such Content. You acknowledge that by using the User Content Features, you may be exposed to Content that is offensive, indecent or otherwise objectionable. Under no circumstances will TRN be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the User Content Features.

TRN does not endorse any opinions expressed by Authorized Users. You acknowledge that any reliance on material posted via the User Content Features will be at Your own risk. In this regard, You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness or usefulness of such Content.

You acknowledge that TRN may or may not pre-screen Content, but that TRN shall have the right (but not the obligation) in its sole discretion to pre-screen, refuse or remove any Content that is available via the User Content Features. Without limiting the foregoing, TRN shall have the right to remove any Content that violates this Agreement or is otherwise objectionable, in its sole discretion. TRN has no liability or responsibility to Authorized Users for performance or nonperformance of such activities. In addition, if notified by an Authorized User or a third party of Content that allegedly does not conform to the terms of this Agreement, TRN may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of such Content.

TRN reserves the right to expel any Authorized User and prevent his or her further access to the User Content Features for violating the terms of this Agreement or the law.

- 8. YOUR ACCOUNT INFORMATION.** You acknowledge, consent and agree that TRN may access, preserve and disclose Your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
(a) comply with legal process; (b) enforce the terms of this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of TRN, its users and the public.

- 9. PROHIBITIONS.** You furthermore acknowledge, consent and agree that You, as an Authorized User, will not use the User Content Features to:
 - (a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory,

vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- (b) harm minors in any way;
- (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted via the Chat Room facilities;
- (e) upload, post, transmit or otherwise make available any Content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary rights of any party;
- (g) upload, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (h) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (j) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to the Immigration and Nationality Act and/ or other applicable law;
- (k) post sexually explicit images; or

- (l) disrupt the normal flow of dialogue, or post comments that are not related to the topic being discussed (unless it is clear that the discussion is freeform).

10. CONTENT LICENSE. Any Content that is disclosed by Authorized Users in the User Content Features becomes public information. By posting Content, an Authorized User grants (a) a royaltyfree, perpetual, irrevocable, nonexclusive license to TRN to use, reproduce, modify, publish, translate, distribute, perform and display the Content alone or as part of other works in any form, media, or technology whether now known or hereafter developed and sublicense such rights through multiple tiers of sublicensees; and (b) the right to other Authorized Users to access, view, store, and reproduce the Content for personal use.

11. INDEMNIFICATION. You hereby agree to indemnify and hold harmless TRN, its affiliates, and their respective shareholders, officers, directors, employees, agents and representatives from and against any losses, claims, demands, liabilities, obligations, judgments, costs and expenses (including attorney's fees) of any kind that arise directly or indirectly out of any breach by You of the terms of this Agreement.

12. DISCLAIMERS. THE TRN RESOURCES ARE BEING PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. TRN, ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, REPRESENTATIVES AND SUPPLIERS EXPRESSLY DISCLAIM ANY SUCH WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ABSENCE OF LIEN, ENCUMBRANCE, OR SECURITY INTEREST, FREEDOM FROM INFRINGEMENT, FREEDOM FROM VIRUSES, OR QUIET ENJOYMENT. TRN DOES NOT WARRANT THAT THE OPERATION OF THE TRN RESOURCES WILL BE ERROR FREE OR WITHOUT INTERRUPTION. YOU UNDERSTAND THAT ANY USE OF TRN RESOURCES AND ANY OF THE CONTENT IS ENTIRELY AT YOUR OWN RISK. YOU AGREE TO TAKE APPROPRIATE MEASURES TO SAFEGUARD YOUR DATA AND INFORMATION FROM TRN MALFUNCTIONS.

13. NO AFFILIATION. The presence of a "hot link" or advertisement by TRN on another web site does not indicate that TRN endorses, is affiliated with or bears any responsibility for the content on that site or that the owner of the linked site is affiliated with, or endorses or bears responsibility for TRN or TRN Resources.

14. LIMITATION ON LIABILITY. YOU AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL TRN, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, REPRESENTATIVES OR AGENTS, OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, HEIRS, OR ESTATES, BE LIABLE TO YOU ON ACCOUNT

OF ANY ERRORS, OMISSIONS, DELAYS, OR LOSSES OR FOR ANY, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOSS OF BUSINESS INFORMATION, HARM TO REPUTATION, AND THE LIKE), OR ENHANCED, EXEMPLARY OR PUNITIVE DAMAGES, ARISING IN ANY WAY OUT OF OR CONNECTED WITH THE TRN RESOURCES OR ANY PART THEREOF, OR THE POSSESSION, USE, INABILITY TO USE, OR MALFUNCTION OF THE TRN RESOURCES OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF TRN OR ANY TRN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. YOU FURTHER AGREE THAT YOUR REMEDY FOR ANY BREACH OF THIS AGREEMENT, WHETHER A BREACH OF WARRANTY OR OTHERWISE, SHALL BE LIMITED TO, IN THE AGGREGATE, AN AMOUNT NO GREATER THAN ONE HUNDRED DOLLARS (\$100). THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF ANY REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE.

- 15. PRIVACY AND PROTECTION OF PERSONAL INFORMATION.** See our Privacy Policy at <http://policecommunity.net/privacy> incorporated herein by reference, for disclosures relating to the collection and use of information that personally identifies You.

16. NOTICE OF CLAIMED COPYRIGHT INFRINGEMENT. Pursuant to the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended), if You believe in good faith that a copyrighted work has been copied, adapted, reproduced or exhibited on this website or in the TRN Resources in a manner that constitutes copyright infringement, you may submit written notification of the claimed infringing activity to our Designated Agent and **TRN's General Counsel**, Donald C. Crandlemire, Esq, at: Shaheen & Gordon, PA, 107 Storrs Street, Concord, NH 03302-2703. To be effective, the notification must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. In appropriate circumstances, we, at our sole discretion, may terminate an Authorized User's Membership and/or access to the TRN Resources where infringing activity is apparent, regardless of whether the material or activity is ultimately determined to be infringing.

17. SPECIAL NOTICE TO CALIFORNIA SUBSCRIBERS. As required by California Code Section 1789.3, this notice is to advise You of the following:

- (a) TRN Resources is a service provided by The Response Network, Inc., PO Box 5520, Hanover, NH 03755 TRN's telephone number is 1-877-288-0451.
- (b) If You have a complaint regarding TRN or desire further information on Your use of TRN, please contact TRN by email at Brad@theresponsenetwork.com or by telephone at 1-877-288-0451. For complaints, You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Sacramento, California 95814 or by telephone at 916/445-1254.

18. OTHER PROVISIONS.

- (a) In the event any of the provisions of this Membership Agreement is found to be invalid or unenforceable, the remaining provisions shall not be deemed impaired and a similar, enforceable provision shall be substituted in the place of the invalid or unenforceable on.

- (b) Notices or questions to TRN shall be made by electronic mail addressed to Brad@theresponsenetwork.com or conventional mail at the address for TRN set forth above.
- (c) No party to this Agreement shall be liable for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, labor, supplies, or equipment shortage, or other similar cause beyond such party's reasonable control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other party may terminate this Agreement without liability for such termination if such condition continues for a period of sixty (60) days.
- (d) This Membership Agreement and Your compliance herewith shall be governed by the laws of the State of New Hampshire as applied to transactions taking place wholly within the State of New Hampshire between New Hampshire residents without reference to New Hampshire's conflicts or choice of law rules. You hereby consent that jurisdiction and venue over all matters relating hereto shall be vested exclusively in the local, state and Federal courts located within the state of New Hampshire. You agree that the United Nations Convention on Contracts for the International Sale of Goods and any enacted version of the Uniform Computer Transactions Act ("UCITA") are hereby expressly excluded from applying to this Agreement.