

THE RESPONSE NETWORK, INC.
INSTITUTIONAL SUBSCRIBER MASTER LICENSE AND SERVICES AGREEMENT

This Agreement (this "Agreement") is made by and between The Response Network, Inc., a Delaware corporation with its principal offices P.O. Box 5520, Hanover, New Hampshire 03755 ("TRN"), and _____, a _____ (municipal or township) law enforcement-public safety entity, with its principal offices at _____ ("Institutional Subscriber").

1. Grant. TRN maintains and offers to authorized persons an online suite of training courses, computer-based training materials, a user community and other resources (the "Online Resources"). Subject to the terms and conditions of this Agreement, the Institutional Subscriber is licensed to use the Online Resources for the number of individual subscriptions set forth on a Subscription Order Form, which shall be in the form attached hereto as Exhibit A. The license granted herein is a limited, non-exclusive, non-transferable license to use the Online Resources, subject to the terms and conditions hereof.

2. License Restrictions. Institutional Subscriber: will not assign, license, sublicense, resell, rent, lease, distribute or otherwise transfer to or permit a third party to assign, license, sublicense, resell, rent, lease, distribute or otherwise transfer the Online Resources or any portion thereof; will not modify, alter, adapt or create derivative works from the Online Resources or any portion thereof; will not remove or alter any copyright or other proprietary notice on any materials forming any part of the Online Resources; and acknowledges that the information, organization, "look and feel" and materials incorporated into the Online Resources constitute confidential information of TRN, and Institutional Subscriber will maintain the confidentiality of such materials and will not make copies of or printouts of any Online Resources, or permit any third party (including any Individual Subscriber or other person) to do so.

3. Individual Subscription Activation. Following the submission by Institutional Subscriber of a Subscription Order Form, Institutional Subscriber shall submit to TRN the name and title of each authorized user ("Individual Subscriber"). Promptly thereafter, TRN shall enable access for each identified Individual Subscriber. In order to use the Online Resources, each user designated by Institutional Subscriber will need to visit the Site and agree to be bound by the terms and conditions set forth in the *Individual Subscriber License and Services Agreement* located on the Site. Only the individuals specifically designated and paid for by the Institutional Subscriber shall be authorized access the Online Resources.

_____ is agreeing to purchase the following number of individual annual subscriptions for its agency. Each individual subscription is usable for one year starting from the date of first access any subscriber of this agency has access to log-in and begin accessing TRN's online courses available @ www.Policecommunity.net.

Terms of Sale:

# of Individual Subscribers	Cost/Subscriber	# of Years	Grand Total
_____	_____	_____	_____

4. Online Resources. The Online Resources shall be made available at TRN's website www.policecommunity.com, or such other website as TRN may determine in its sole discretion (the "Site"). It is the intent of TRN that the Online Resources will be available for use at all times during the

Term, but notwithstanding the foregoing, the content, services, programs, operation and features of the Online Resources and the Site may be expanded, restricted, updated or otherwise changed by TRN in its sole discretion at any time

5. Term. The term of this Agreement (the “Initial Term”) shall be (1) year, beginning upon the date that both parties hereto have executed the Agreement and ending on the first anniversary thereof unless otherwise specified in Exhibit A..

6. Subscription Fees. Subscription fees shall be paid in accordance with the terms and conditions set forth in Exhibit A. Neither the Institutional Subscriber nor any Individual Subscriber shall be entitled to access the Online Resources until and unless payment is made in accordance with Exhibit A.

7. Ownership of Intellectual Property, Including but not Limited to Copyrights. TRN, its successors and assigns, shall have the right to obtain and hold in its or their own name copyrights, patents, applications, registrations, and any other protection available in all content and work product at its Internet portal(s). Institutional Subscriber agrees not to copy, reproduce or provide to other 3rd party entities Intellectual property owned by TRN without prior written permission. If Institutional Provider desires to have custom content produced it will agree to enter into a separate agreement.

8. Limited Warranty. TRN represents and warrants that all work undertaken by it to provide Work Product shall be accomplished in a professional and workmanlike manner. Except for the warranty contained in the immediately preceding sentence, the work product is provided "as is" and without warranty of any kind. TRN expressly disclaims, to the maximum extent allowed by applicable law, all other warranties of any kind, both express and implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, freedom from viruses, title, absence of lien, encumbrance or security interest, non-infringement, non-interruption and quiet enjoyment.

9. Limited Liability. Institutional subscriber agrees that under no circumstances, including but not limited to negligence, shall TRN, or any of their directors, officers, employees, shareholders, or agents be liable to Institutional Subscriber 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 work product or any part thereof, or the possession, use, inability to use, or malfunction of the Online Resources or any part thereof, including without limitation damage to property and damages for bodily or personal injury. Institutional Subscriber further agrees that the 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 the amounts actually paid to TRN by Institutional Subscriber pursuant to this Agreement in the immediately preceding twelve months. The foregoing limitation of liability and exclusion of damages shall apply regardless of any remedies that would otherwise be available.

In addition, without limitation on the generality of the foregoing, it is acknowledged and agreed by Institutional Subscriber that, given the nature of the internet, TRN cannot warrant or guarantee uninterrupted or error free performance or functionality of the Online Resources. In particular, but without prejudice to the generality of the foregoing sentence, Institutional Subscriber agrees that TRN shall have no liability for any failure of functionality of the Online Resources where the same is due to the failure of Institutional Subscriber’s or some other third party’s telecommunications systems, equipment or services.

10. Promotional Consideration. As partial consideration for the services to be rendered by TRN pursuant to this Agreement, Institutional Subscriber shall cooperate in good faith with TRN to make publicly known Institutional Subscriber’s relationship with TRN through a promotional campaign to be

developed through the mutual cooperation of TRN and Institutional Subscriber. At a minimum, Institutional Subscriber shall issue at least two (1) joint press releases with TRN at a date of TRN's choosing after the date hereof, the contents of which will be approved in advance by Institutional Subscriber and which shall include appropriate disclaimer language, and Institutional Subscriber shall cooperate in connection with news coverage of the services described in this agreement, including in connection with an article in the industry press (including, but not limited to, Police Chief magazine) as well as promotion on the company's web portal. In addition, Institutional Subscriber hereby grants to TRN a limited, non-exclusive, nontransferable, fully-paid, worldwide license to use Institutional Subscriber's name, logo and trademarks in a reasonable manner for the purpose of making potential users of TRN's services aware of Institutional Subscriber's use of TRN's Online Resources, including but not limited to by the posting of a notice on the Site and any other website maintained by TRN.

11. Termination. Either party (the "Terminating Party") hereto may terminate this Agreement if the other party hereto (the "Breaching Party") has breached a material provision of this Agreement. Such termination shall be effective no earlier than thirty (30) days after the date that written notice of termination (such notice, the "Termination Notice") is provided to the Breaching Party. Furthermore, to the extent that the Breaching Party cures the breach to the satisfaction of the Terminating Party within such thirty (30) period following provision of the Termination Notice, then the Agreement shall not terminate. Upon termination of this Agreement, Institutional Subscriber and Individual Subscribers shall (1) immediately cease use of the Work Product and (2) return to TRN any Work Product in such party's possession. Upon termination, TRN shall have the right to immediately prevent the access by Institutional Subscriber and all Individual Subscribers to the Online Resources, and Institutional Subscriber shall not take any steps to circumvent, or assist any Individual Subscriber or other third party from taking any steps to circumvent, any mechanism put in place by TRN to prevent such access. The termination of this Agreement shall not limit any party from pursuing any other remedies available to it, including injunctive relief.

If TRN terminates this Agreement pursuant to this Section 13, then Institutional Subscriber shall receive a refund solely of any amounts paid by Institutional Subscriber less time used by personnel of the Institutional Subscriber with regard to any year within the Term which has not yet commenced.

12. Survival. In addition to those provisions that by their nature are intended to survive any termination or expiration of this Agreement or any license granted hereunder, Sections 7, 8, and 9.

13. Force Majeure. 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.

14. Governing Law; Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of New Hampshire. The parties hereto consent that the 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.

15. Assignment. Institutional Subscriber shall not be entitled to assign this Agreement or any of its rights and obligations hereunder without the prior written consent of TRN, which may withheld in TRN's sole discretion

16. Injunctive Relief. Without in any way limiting the applicability of any equitable or other relief that might be available for any breach of this Agreement, Institutional Subscriber acknowledges and agree that money damages would not be a sufficient remedy for breach of any provisions of this Agreement relating to confidentiality and restrictions relating to use of the Work Product and the Online Resources, and that TRN shall be entitled to equitable relief, including but not limited to immediate, temporary and permanent injunctive relief, and specific performance, as a remedy for any such breach, without having to post a bond or other security. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

17. Entire Agreement. This Agreement, including all Exhibits to this Agreement, which are incorporated by this reference, represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior representations, discussions, negotiations, promises, and agreements, whether written or oral.

18. Severability. If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under any applicable laws or regulations, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

19. Notices. All notices, reports, requests, approvals and other communications required or permitted under this Agreement must be in writing to the following addresses:

If to TRN: The Response Network, Inc.
 P.O. Box 5520
 Hanover, NH 03755

If to Institutional Subscriber:
 [Type Agency Name/Address and Contact Person]

20. Consultation with Counsel. The parties hereto acknowledge the each has had an opportunity to review the terms of this Agreement with legal counsel of its own choosing and is entering into this agreement freely and voluntarily.

21. Authority. Institutional Subscriber hereby represents and warrants to TRN that it has all necessary power and authority to execute and deliver this Agreement and to comply with its terms.

IN WITNESS WHEREOF, the persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement, as of the date below.

The Response Network, Inc.

Agency

BY: _____

Bradley Naples, CEO

Date: _____

By: _____, duly
a u t h o r i z e d

[Name and title]

Date: _____

Exhibit A:

Subscription Order Form

**THE RESPONSE NETWORK, INC.
SUBSCRIPTION ORDER FORM**

This is a subscription order form to The Response Network, Inc. Institutional Subscriber Master License and Services Agreement (the "Agreement") by and between The Response Network, Inc. ("TRN") and the Police Department for the _____ ("Institutional Subscriber").

Upon execution of this subscription order form by Institutional Subscriber, its acceptance by an authorized representative of TRN at its principal place of business in Hanover, New Hampshire, and payment of the "Total Sum Due", TRN shall provide the license set forth in Section 1 of the Agreement for a period of 12 months from the date of the contract signature:

Individual Subscriptions	Cost/Subscription:	# of Years	Grand
Total			

Agreed by:

(Duly authorized to commit agency to terms of agreement)

(Please print name)

Date