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3121 St. Croix Trail S. ◦Ste 100◦Afton◦MN◦55001

Mark Olsen, Director
Woodbury County Juvenile Detention
822 Douglas Street
Suite 401
Sioux City, IA 51101

May 18, 2015

Mark,

Here's the original executed contract. I will just need the account set-up information from you to activate the course for your agency.

Be safe,

DeeDee Armstrong
Director of Training and Client Relations

PATRICK F. GILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2015 MAY 26 PM 3 41

ONLINE COURSE ACCESS AND TRAINING AGREEMENT

The following agreement describes the terms and conditions on which Educorr, LLC ("Educorr") offers our education course services to Woodbury County Detention Center ("Client") as an individual, legal institution or other legal entity) whose name appears above the signature line of this Agreement below. Client hereby desires to engage the services of Educorr and Educorr has agreed to provide services to Client on the terms and conditions provided for herein. This Agreement shall govern and control the relationship and agreement between the parties.

The purpose of our courses is to provide Client's employees and agents ("Users") with a general overview of the subject matter and is usually aimed at helping Client comply with government training requirements. Educorr's courses are intended to supplement Client's training. Ensuring that Users meet training requirements is ultimately Client's responsibility. It is up to Client to provide any hands-on training (function-specific), facility or site-specific information, and any additional testing. It is also Client's responsibility to be aware of any internal policy regarding site-specific or hands-on training. Any questions, misunderstandings, or conflicts that you may have with your internal rules should be directed internally and not to Educorr.

Based upon the above premises and understandings between the Parties, the Parties further agree upon the following terms and conditions:

Section 1 – DEFINITIONS Unless the context requires otherwise, the following capitalized terms shall have the meanings set forth below:

1.1 "Educorr Services" means making the System available to Client over the Internet and any technical support and maintenance therefore as described and in accordance with this Agreement and the Services and Fees Schedule.

1.2 "Documentation" means any materials provided to Client by Educorr in connection with or relating to the System.

1.3 "Effective Date" means the latest date of execution of this Agreement by each of the Parties as set out at the bottom of this Agreement.

1.4 "Intellectual Property" means all rights to patents, copyrights, trade secrets and all other proprietary information and intellectual property rights. Proprietary information means all of the information of any description relating to System that is developed by, for, or in the possession of Educorr at any time prior to the termination of this Agreement

1.5 "Party" or "party" shall mean either Educorr or Client, and "Parties" or "parties" shall mean Educorr and Client, collectively.

1.6 "Service(s)" means any and all services provided to Client under the Agreement.

1.7 "Services and Fees Schedule" means the Services and Fees Schedule attached hereto as Appendix I.

1.8 "System" means Educorr's proprietary Online Training System, including all programming code and database schema.

1.9 "User(s)" means any person authorized by Client to access and use the System as permitted under the Agreement.

Section 2 – EDUCORR'S ONLINE TRAINING SYSTEM

2.1 Ownership. Client acknowledges that Educorr owns all right, title and interests in and to the System and Documentation, any part thereof, and all Intellectual Property therein.

2.2 License. Subject to the terms and conditions herein, during the term of the Agreement, Educorr grants to Client a limited, nontransferable, nonexclusive license to

access and use the System and Documentation solely in accordance with the terms hereof.

2.3 Scope. Client's right to access and use the System is limited by the scope of use and other restrictions set forth in this Agreement. Except as expressly permitted herein, Client shall not sell, rent, lease, distribute, license or sublicense its right to access and use the System, or otherwise use the System to provide timeshare, service bureau, application service provider or similar services to any other third party or provide access to or use of the System to any third party. Subject to payment of Ecucorr's fees pursuant to the Services and Fees Schedule, Client may use the System (a) to administer the training of employees, and agents as Users. Client shall ensure all persons that Client permits or authorizes to access the System comply with all terms and conditions herein. Client shall not permit any person to access or use the System in violation of the laws and regulations of the United States. Client shall not and shall not permit any person to copy, reverse engineer, decompile, modify or create derivative works from the System or any Documentation, or seek to interface or connect the System with any other computer software or system without prior written approval of Educorr. Client shall not modify any portions of the System that have displays of, contain references to, or otherwise identify by name the System, the ownership of the System, or Educorr. EDUCORR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE PERFORMANCE OF THE SYSTEM IN THE EVENT THAT THE SYSTEM IS NOT USED IN ACCORDANCE WITH THE AGREEMENT OR ANY INSTRUCTIONS FOR USE PROVIDED BY ECUCORR OR IS MODIFIED OR INTERFACED WITH OTHER SOFTWARE OR DATA BY CLIENT OR ITS AGENTS, CONTRACTORS OR CUSTOMERS WITHOUT EDUCORR'S PRIOR WRITTEN CONSENT. Educorr shall own all modifications to the System, including all Intellectual Property therein, and Client shall execute all documents and undertake all reasonable actions as Educorr requests in order to vest ownership of such intellectual property rights in Educorr.

2.4 User Identification. Client shall further be responsible for determining and controlling registration of its Users who can and will be accessing the System for Educorr Services and ensuring that only its duly authorized Users have access to Educorr

Services. To facilitate this process, Educorr will provide Client with an access key or code, or the like, by which Client can control and allow access to the Educorr System. Client understands that a completed registration or pre-registration, whether initiated by a User's registration to the Educorr System by way of an access key or code, or by way of direction for pre-registration by Client to Educorr to register certain specific individual as Users (such as by providing a selected pre-registration list to Educorr), will immediately trigger a User charge as set out within the Services and Fee Schedule, as attached. Client shall also be responsible for the conduct of its Users with respect to the System and Educorr Services. Upon reasonable prior notice of any articulable suspected misuse of Educorr materials by Client, Client shall permit Educorr or an third party hired by Educorr for such purpose to inspect the locations and equipment from which the System is accessed or used by Client, as well as all applicable records, to confirm Client's compliance with the terms of the Agreement. Enrollment is personal to registered or pre-registered Users of Client and may not be transferred without the prior written consent of Educorr, except that registration fees paid by a company for the benefit of a User, if pre-registered by Educorr as directed by Client, are transferable to a different User at any time prior to commencement for a training course by that User upon written notice from Client to Educorr of the name of that User being removed from registration as well as the name of a new User being added in lieu thereof. In no event will transfer of registration fees be permitted after commencement for a course in any case.

2.5 Course Cancellation. Educorr reserves the right to cancel a course at any time with at least one (1) week notice prior to the start date of any such course. In such case, a full refund of any registration fees previously paid by Client for that course will be issued to Client. Client may cancel enrollment or any pre-registration of Users at any time by written notice to Educorr of Client's desire to cancel. If Client has prepaid for User registration fees as set out within the attached Services and Fee Schedule, written notice of cancellation shall be sent to Educorr at least one (1) week prior to the activation start date of a course for Client, in which case, Client will be entitled to a full refund of any registration fees previously paid by Client. If Client cancels within one (1) week of the initial start date of the course but before the actual initial start date, Client will be entitled

to a partial refund in the amount of fifty percent (50%) of any registration fees previously paid by Client. No refunds will be made if notice of cancellation is not received before the actual initial start date of the course. Upon any cancellation by Client of his or her User registration or at cancellation notice by Educorr, Client shall cease using the System with respect to the relevant Educorr course and immediately return to Educorr any Documentation or other materials previously delivered to Client or, if so instructed by Educorr, Client shall destroy such materials and certify in writing to Educorr that such materials have in fact been destroyed.

2.6 No partnership/joint venture. The Parties are independent of each other and acknowledge that no partnership or joint venture arises from this Agreement and that no fiduciary relationship is created between them. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary rights of any kind in any third party.

Section 3 - PROFESSIONAL SERVICES.

3.1 Setup Services. Educorr will provide Client setup services subject to the terms hereof and the Services and Fees Schedule attached hereto. Client shall pay Educorr the fees set forth in the Services and Fees Schedule in accordance with the terms thereof and this Agreement.

3.2 Certificate of Completion. A Certificate of Completion from Educorr will be issued that indicates that a User has completed the requirements of the online course, which may include passing exams and spending the requisite amount of time in the course. A certificate from Educorr does not guarantee that a User possesses a minimum level of skills or knowledge regarding the subject matter. It is Client's responsibility to assess User's level of skill or knowledge and determine whether the User is qualified to perform a specific job or function.

3.3 Limit of Liability. By enrolling in this course, Client and User agree that Educorr shall not be held liable for any type of loss or damage that could be construed as arising

from this course. Educorr takes no responsibility for inappropriate use or application of information or instruction provided in this course. The information presented in this course is based on current information available at the time of production. Every reasonable attempt has been made to provide this material accurately and in an easy-to-understand format. Please understand that all the variables posed by on-the-job application of this information cannot be covered. For complete, current, technical, and regulatory information, we encourage you to always have a reliable, accurate, up-to-date source available. These courses are designed to provide reasonably accurate and authoritative information regarding the subject matter covered. Educorr Services are sold with the understanding that Educorr is not engaged in rendering legal, accounting, or other professional services. If legal or other expert assistance is required, the services of a competent professional should be sought.

3.4 Fees and Costs. As set forth in Appendix I, the Services and Fees Schedule, Educorr shall invoice Client for all fees associated with the Services provided under the Agreement. In the event that Educorr expects to or by Client request will incur other costs in connection with providing the Services to Client, including document reproduction costs, travel expenses and costs of media, the Parties will separately agree in writing to cover such expenses when incurred. Invoices shall be due and payable by Client within thirty (30) days of the invoice date.

3.5 Taxes. Client shall pay all present or future sales, excise, import, use, value-added or other similar taxes or duties (not including taxes or duties on the income of Educorr) levied or based on payments made to Educorr pursuant to this Agreement.

3.6 Unpaid Amounts. Client shall pay Educorr a late charge of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is greater, on all amounts not paid to Educorr by Client when due. Educorr shall have the right to suspend the Services without further notice in the event Client fails to pay any amount when due. In the event Educorr initiates collection activities in connection with any past due amount owed by Client hereunder, Client agrees to pay all of Educorr's costs and expenses incurred in connection therewith. Client shall pay to Educorr all amounts owed by Client

to Educorr under the Agreement and shall not set-off, counterclaim, exercise any right of recoupment or otherwise withhold any other amount owed to Educorr on account of any obligation owed by Educorr to Client.

Section 4 - TERM AND TERMINATION.

4.1 Term. This Agreement shall begin on the Effective Date and remain in full force and effect for two years, with 3 annual optional renewals unless and until terminated in accordance with Section 4 hereof.

4.2 Termination by Client. Client may terminate this Agreement at any time with or without cause effective thirty (30) days after delivery of written notice of termination to Educorr.

4.3 Termination by Educorr. Educorr may terminate the Agreement at any time with or without cause effective thirty (30) days after delivery of written notice of termination to Client; provided, however, that in the event Educorr terminates the Agreement without cause and Client has prepaid Educorr's services fees, Educorr shall, at Educorr's option, either (i) refund to Client the unused amount of such prepaid fees on a prorated basis or (ii) extend the effective date of termination of the Agreement until the prepaid services have been provided to the Client. Educorr may also terminate the Agreement effective immediately upon delivery of written notice of termination to Client in the event that Client fails to pay any amount when due within five (5) days following Educorr's delivery of written notice to Client of such nonpayment.

4.4 Effect of Termination. Termination or expiration of the Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination or expiration relieve Client of the obligation to pay all fees that have accrued or are otherwise owed by Client under this Agreement. The parties' rights and obligations under Sections 3, 5, and 6 shall survive the expiration or termination of the Agreement.

Section 5 - CONFIDENTIALITY.

5.1 Confidentiality of Agreement and System. Client shall maintain the strict confidentiality of the System (including the content and design of the System and all software code), the Documentation, all Educorr trade secrets, and all information regarding any proprietary information, method or process of Educorr (together, the "Restricted Educorr Materials"). Client shall not use, sell, transfer, publish, disclose, display or otherwise make the Restricted Educorr Materials available to others, except as expressly permitted under the Agreement or required by judicial process or law.

5.2 Other Confidential Information. The parties acknowledge that during the term of the Agreement a party may disclose ("Discloser") to the other certain valuable and confidential information regarding the Discloser's financial condition, suppliers, customers, business plans, data and other information not generally known to the public which provides a competitive advantage to the Discloser, including the terms of the Agreement ("Confidential Information"). The party ("Recipient") that receives Confidential Information of the Discloser shall not disclose or divulge the Confidential Information to third parties, other than consultants, agents or independent contractors of the Recipient that are bound by confidentiality obligations comparable to those set forth herein, and shall limit use of the Confidential Information to use necessary in the performance of the Recipient's obligations under the Agreement. The obligation to maintain the confidentiality of Confidential Information hereunder, other than that portion of Confidential Information that constitutes trade secrets under applicable law, shall continue in full force and effect during the term of the Agreement and for a period of three (3) years after termination of the Agreement; however, the Recipient shall maintain the confidentiality of that portion of Confidential Information that constitutes trade secrets under applicable law for so long as such Confidential Information constitutes trade secrets under applicable law. Notwithstanding the foregoing, the Recipient shall not be required to maintain the confidentiality of information that: (i) the Recipient can demonstrate with documentary evidence was in the Recipient's possession prior to disclosure by the Discloser, so long as such information is not otherwise subject to an obligation of confidentiality; (ii) the Recipient can demonstrate with documentary

evidence became generally available to the public other than as a result of a disclosure by the Recipient; (iii) the Recipient can demonstrate with documentary evidence became available to it on a non-confidential basis from a source other than the Discloser, or (iv) as required by judicial process or law. If the Recipient is required to disclose the Discloser's Confidential Information by a lawful court order, subpoena, or similar legal request, the Recipient shall (if legally permitted) promptly notify the Discloser in writing of such requirement to permit the Discloser to seek an appropriate protective order.

Section 6 - WARRANTIES, DISCLAIMER AND LIMITATION OF LIABILITY.

6.1 System. Educorr represents and warrants to Client that Educorr has the requisite power and authority to enter into and perform the Agreement.

6.2 Warranty Disclaimer. OTHER THAN THE REPRESENTATION AND WARRANTY EXPRESSLY SET FORTH IN SECTION 6.1, THE SYSTEM AND SERVICES ARE PROVIDED AS-IS, AND EDUCORR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SYSTEM AND SERVICES AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING.

6.3 Limitation of Liability. IN NO EVENT SHALL EDUCORR BE LIABLE TO THIRD PARTIES FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS) HOWEVER CAUSED, WHETHER BY NEGLIGENCE OR OTHERWISE, ARISING FROM OR RELATING TO THE AGREEMENT OR ANY BREACH HEREOF, EVEN IF EDUCORR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. ECUCORR'S LIABILITY TO CLIENT UNDER ANY THEORY OR CIRCUMSTANCE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID

BY CLIENT TO EDUCORR UNDER THE AGREEMENT FOR THE APPLICABLE SERVICE TO WHICH THE CLAIM RELATES FOR THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Section 7 - GENERAL.

7.1 Relationship of Parties. The relationship of the parties established by the Agreement is solely that of independent contractors. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent of, or to represent, act for, bind, or otherwise create or assume, any obligation on behalf of the other.

7.2 Export Administration. Client agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that the System is not (1) accessed or used, directly or indirectly, in violation of Export Laws; or (2) used in any manner or for any purposes prohibited by the Export Laws.

7.3 Governing Law. The Agreement shall be governed by, construed and enforced under the laws of the State of Iowa.

7.4 Dispute Resolution. Any dispute between the parties hereunder shall be resolved as specified herein:

(a) Upon the delivery of a written request by either party to the other party (the "Notice"), a dispute shall be submitted to officers designated by each party at the vice president level or higher ("Designated Officers") for their review and resolution within forty-five (45) days after the receipt of the Notice. The Designated Officers shall discuss the dispute and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. The specific format and process for such negotiations will be as mutually agreed to by the Designated Officers.

(b) If the dispute is not resolved by the Designated Officers within forty-five (45) days after the receipt of the Notice, either party may seek resolution of the dispute in court.

Each of the parties hereto hereby agrees that all actions, suits or other proceedings arising out of or relating in any way to the Agreement shall be brought only in state or federal courts in the State of Iowa.

7.5 Assignment. Client shall not, directly or indirectly, by assignment or change of control or otherwise, assign or transfer the Agreement or any of its rights or obligations hereunder without the prior written consent of Educorr. The Agreement shall be binding upon and inure to the benefit of the parties hereto and (i) with respect to Client, its permitted successors and assigns, and (ii) with respect to Educorr, its successors and assigns.

7.6 Notices. Any notice, consent or other communication in connection with the Agreement shall be in writing and may be delivered in person, or by certified mail (return receipt requested) to the parties at the addresses set forth at the bottom of this Agreement. Unless otherwise stated, notice shall be effective upon receipt. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

7.7 Publicity. Educorr may prepare, circulate and publish press releases concerning the existence of the Agreement and may reference Client and the Agreement in its advertising, sales promotions, trade shows, or other marketing materials with written approval by Client.

7.8 Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay any amount when due) if such failure arises out of causes beyond such party's reasonable control. Any party experiencing such an event shall give as prompt notice as possible to the other party under the circumstances.

7.9 Waiver. No delay or omission by either party to exercise any right or power it has under the Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

7.10 Residual Knowledge. Nothing herein shall be construed to prevent or in any way limit Educorr from using general knowledge, skill and expertise acquired in the performance of the Agreement in any current or subsequent engagement or business. Client shall have no interest in such engagements or business.

7.11 Subcontractors. Educorr shall have the right to subcontract the performance of its obligations hereunder based upon notice and prior approval of Client; however, Educorr shall remain ultimately responsible for the performance of its obligations hereunder notwithstanding any subcontract.

7.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Section, Attachment, and Services and Fees Schedule are references to the Sections of these General Terms and Conditions and the Attachments, and Services and Fees Schedule comprising this Agreement unless otherwise specified, (c) the word "including" and words of similar import shall mean "including, without limitation," (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement and (f) the Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. In the event of any conflict between the General Terms and Conditions and any Attachment, the General Terms and Conditions shall prevail unless the Attachment containing such conflicting provision specifically references the provision of the General Terms and Conditions to be superseded and sets forth the parties' intent to supersede such provision of the General Terms and Conditions with the conflicting provision of the Attachment, and such Attachment is signed by both parties.

7.13 Entire Agreement. These General Terms and Conditions and all Attachments, each of which is hereby incorporated into this Agreement by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior

Appendix I

Services and Fee Schedule

Pricing Structure
As a Client, Woodbury County Juvenile Detention, IA will be entitled to the following training BULK pricing, valid for 90 days from the date of executed:

- Corrections Officers/ Staff Training
  Tuition per Enrollment =$59
- Volunteer Training*
  Tuition per Enrollment =$39
- Vendor Training**
  Tuition per Enrollment =$79
- Limited Inmate Contact Vendor PREA Training**
  Tuition per Enrollment = $42

As a client, Woodbury County Juvenile Detention, IA will be entitled to the following training BULK pricing, valid for days 91-730 from the date of executed contract (based on estimate above):

- Corrections Officers/ Staff PREA Training
  Tuition per Enrollment =$79
- Volunteer PREA Training*
  Tuition per Enrollment =$59
- Vendor PREA Training **
  Tuition per Enrollment =$99
- Limited Inmate Contact Vendor PREA Training**
  Tuition per Enrollment =$42
- Bi-annual refresher of either PREA policy or PREA training
  Tuition per Enrollment=$19

* Some facilities ask their volunteers to pay for their own training, while others provide the training to them. This decision is made by the facility
**The vendor courses are generally paid for by the vendor company, rather than the facility. The facility can determine which course each specific vendor should take.

If the facility has a site specific PREA policy and procedure that they request to have incorporated as part of their Educorr course work, and have the record of each participant's acknowledgement of the policy stored electronically, there is a one time set up fee of $99.

See https://educorr.com/MarketingMaterial/ViewMarketingSlides.aspx for specifics on choosing the right Users to associate with each course offered.

representations, understandings or agreements between the parties relating to such subject matter are merged herewith. No modification of the Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such modification is sought to be enforced.

7.14 Counterparts. The Agreement (including any Attachment) may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

EDUCORR, LLC,
3121 Saint Croix Trail
Afton, MN 55001

CLIENT: Woodbury County, IA
Address: 620 Douglas St.
Sioux City, IA 51101

By: DeDee Armstrong
Title: Director-Training & Client Relations
Date: 5/15/15

By: Mark A Nelson
Title: Chair Bd of Supervisors
Date: 5/5/15

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