

**POLICE LAW INSTITUTE, INC.**  
PO Box 49  
North Liberty, Iowa 52317-0049  
Telephone (800) 554-5358

**MONTHLY LEGAL UPDATE & REVIEW™  
SERVICE AND LICENSE AGREEMENT**

This Agreement governs your use and access to the MONTHLY LEGAL UPDATE & REVIEW™ Lessons and Examinations; the related documentation, publications, bulletins, reports and content; and all related components and tools (collectively, the "Package") via the Internet. Your use of any portion of the Package is deemed acceptance of the terms and conditions herein. If you do not accept these terms and conditions do not access or use any portion of the Package.

**I. LICENSE AND TERMS OF USE.**

On the terms and subject to the conditions specified in this Agreement, Police Law Institute, Inc. ("PLI") grants to User the nonexclusive right to use in accordance with this Agreement the information, content and tools accessed via the Police Law Institute's web sites and available through the Package provided online. Only an individual or entity to whom PLI has assigned a USER ID and password ("User") may access the Package. In no event may User offer the use of any portion of the Package as a part of a service bureau, time-sharing, or other similar arrangement. The Package is provided to the User for the personal use of the User and not for re-sale. Content may be used only for the purpose of User's internal affairs and solely for administering training to law enforcement officers at User's location authorized by PLI. User shall not repackage, redistribute or otherwise use any portion of the Package other than as specified above. All subsequent Package releases, updates, renewals and revisions available online will be governed under and subject to the same provisions as set forth in this Agreement.

**II. PROPRIETARY RIGHTS OF PLI.**

The User agrees that all portions of the Package (including, without limitation, the trade secrets, trademarks, copyrighted materials, files, confidential information, programs, documentation, records and instructions) are proprietary to PLI, and all right, title and interest therein shall remain the property of PLI. Without limiting the generality of the foregoing, all applicable rights and interests in copyrights, trademarks, trade names and trade secrets associated with or included in the Package shall remain the property of PLI. The User further agrees that PLI's trade secrets in the Package include the specific design and structure of the application and its interaction with the lessons and unique design techniques utilized for licensing authorization, data entry, file processing, report generation, and the like. The sole exclusion from PLI's trade secrets is the lessons and reports which are also the property of PLI and are protected by copyright law. The User acknowledges the value of PLI's proprietary rights set forth above in this Article II and the irreparable injury that would result from violation of the provisions of this Article. Accordingly, the User agrees that, in addition to all other rights and remedies, PLI shall be entitled to injunctive or other equitable relief to prevent the threatened or further actual breach of this Article II.

**III. PLI RESPONSIBILITY – SUPPORT SERVICES.**

PLI will furnish the User with PLI's support services during the term of this Agreement and provided that User's payments for fees and expenses due PLI are not past due. PLI's support services will consist of the following:

- 1) responding to the User's inquiries concerning use of the Package;

- 2) providing a minimum of twelve (12) officer training lessons and examinations each year at appropriate intervals via computer software and written summaries;
- 3) grading of officers' examinations based upon the assurance of the User that the named officers entered the answers to the lesson's questions; and
- 4) certification of the named officers upon their successful completion of each lesson.

Support services provided herein will be rendered in good faith and governed by PLI's procedures as revised from time to time. A description of the procedures will be provided to the User upon request. User agrees that neither PLI nor its personnel warrant the above support services, nor accept any risks or liability for such services.

#### IV. USER RESPONSIBILITY.

The User agrees as follows:

- 1) The User agrees to protect and secure the trade secrets defined herein and not to disclose, provide, or otherwise make available any of the Package materials licensed hereunder in any form to any person except, during the term of this Agreement, to the User's officers for training.
- 2) The User acknowledges that PLI claims that the Package is exempt from disclosure pursuant to 5 ILCS 140, the Freedom of Information Act (the "Act"), and the User will notify PLI within 24 hours of any claim for inspection under the Act. The User will not allow disclosure of any part of the Package to anyone making a claim under the Act unless authorized by PLI, or a court of competent jurisdiction, or in acting in good faith upon advice of the User's legal counsel that such disclosure is required. PLI shall have the right to respond to anyone making a claim and to defend its legal claims to nondisclosure.
- 3) The User will take appropriate action by instruction, agreement or otherwise with officers, officials, employees, agents and the like in order to satisfy the obligations herein with respect to use, copying, modification, disclosure and security of the Package. The User will notify PLI immediately upon learning of any unauthorized disclosure, knowledge, use or possession of the Package.
- 4) The User agrees not to modify, duplicate, remove labels or notices, reverse engineer, reproduce, manufacture or copy the Package or components thereof, in whole or in part, and to protect and secure the trade secrets defined herein.
- 5) The User agrees not to rent, assign, license, sublease or otherwise transfer the Package or any proprietary rights therein. Likewise, the User will not provide any third parties with copies of the Package or components thereof directly or indirectly through any other medium or telecommunication processes.
- 6) The User agrees to access the Package only on the User-designated computers and to maintain it in good working order, including the timely installation of required hardware updates. The User agrees to obtain, install and maintain the minimum software requirements recommended from time to time by PLI in order to accommodate the Package.
- 7) The User agrees to supervise the officers as they study the lessons and answer the questions to the examinations and to make and retain adequate records of their use of the MONTHLY LEGAL UPDATE & REVIEW™ Lessons and Examinations.

- 8) The User agrees to provide reasonable cooperation and assistance to PLI in executing its duties hereunder, including familiarization with reference materials, and timely completion of lessons and examinations for grading.
- 9) The User agrees that under no circumstances is the Package intended to constitute legal advice, and where any need for legal advice should arise the User will consult its own appropriate legal counsel.

#### V. USER'S ACCEPTANCE OF AGREEMENT.

This Agreement shall be deemed accepted by the User upon the first to occur of any of the following by an officer, agent or employee of the User: 1) signing this Agreement; or 2) accessing any portion of the Package via the Internet.

#### VI. FEES AND EXPENSES.

The User agrees to pay the fees quoted or invoiced by PLI from time to time for each year under this three-year Agreement. The initial annual fee for the initial one-year of this Agreement is due in full upon acceptance of this Agreement by User. Each subsequent annual fee is due on or prior to the commencement of the annual period to which such fee relates. PLI shall invoice User for the fees applicable to an annual period at least 30 days prior to the commencement of such annual period.

#### VII. DURATION OF AGREEMENT.

Subject to the terms and conditions herein, this Agreement shall be for a term of three years from the date of acceptance set forth above and shall renew automatically for successive three-year periods unless either party notifies the other of nonrenewal at least 15 days prior to expiration of the initial three-year period or at least 15 days prior to any three-year renewal period. PLI reserves the right to increase its fees or modify its fee structure from time to time at PLI's discretion. A notice of nonrenewal shall terminate this Agreement. All unpaid fees and expenses hereunder with respect to any period or partial period ending on or prior to the termination of this Agreement shall be due and owing from User to PLI upon termination of this Agreement. In addition to the above, in the event that the User violates any of the terms and conditions of this Agreement, this Agreement and all renewal and support obligations of PLI herein shall terminate upon the election of PLI delivered by written notice to User. In the event of any termination under this Article VII, all remaining portions of this Agreement regarding proprietary rights, nondisclosure and non-copying of all components of the Package (including, without limitation, Article IV) shall remain in effect indefinitely. PLI's right to terminate the License in the manner set forth in this Article VII shall be in addition to, and not in lieu of, all other rights and remedies available to PLI at law or in equity.

#### VIII. DISCLAIMER AND NO WARRANTY.

**PLI MAKES NO REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PACKAGE OR ANY OF THE SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**PLI SHALL HAVE NO LIABILITY WHATSOEVER TO USER FOR SPECIAL, COLLATERAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, FROM ANY CAUSE ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO,**

**LOSS OF GOODWILL, LOSS OF REVENUE OR PROFITS, LOSS OF USE, LOSS OF DATA OR INTERRUPTION OF BUSINESS.**

Without limiting the foregoing, the User further agrees that PLI's liability for damages, regardless of the form of action, shall not in any event exceed the amount of actual current yearly charges paid by the User for the Package.

**IX. FORCE MAJEURE.**

Performance of PLI hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond PLI's control.

**X. GENERAL.**

If the scope of any of the provisions of this Agreement is held to be illegal, unenforceable, in conflict with any law governing this Agreement, or too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law. The parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provision shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law. This Agreement constitutes the full and complete understanding of the parties hereto and supersedes any prior understandings, advertisements, brochures, representations and oral or written agreements between the parties regarding the subject matter of this Agreement. This Agreement may not be waived, altered, or modified unless in writing and signed by the parties hereto, except that PLI reserves the right, at any time, to change the terms of this Agreement by publishing notice of such changes on its website. Any use of the any portion of the Package or PLI's support services by User after PLI's publication of any such changes shall constitute your acceptance of this Agreement as modified. This Agreement and any license hereunder are not assignable in whole or in part by the User, without the prior written consent of PLI. This Agreement is assignable by PLI and is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall be governed by and construed under the laws of the State of Iowa (without reference to choice of law principles). In the event of any litigation the parties agree to prevent any unprotected discovery or unwarranted disclosure of the trade secrets referred to herein. The parties agree that any lawsuits arising from or relating to this Agreement shall be filed in the state or federal courts in Linn County, Iowa, and that jurisdiction shall be exclusively in Linn County, Iowa. The User consents to jurisdiction of said courts, and waive any objections thereto. In the event any litigation arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation shall be entitled to recover from the other party or parties all reasonable attorney's fees, expenses, and suit costs, including those associated with any appellate or post-judgment collection proceedings. PLI's rights under this Agreement shall be cumulative and any failure on the part of PLI to act promptly or exercise any rights provided herein shall not operate as a waiver or forfeiture of its rights. Notices required or given under this Agreement shall be in writing and sent by prepaid certified mail, return receipt requested, courier or facsimile, or may be hand delivered to the respective party at its address set forth on the original invoice for fees pursuant to this Agreement. Notices will be effective on the date received. Notices sent by certified mail, courier or hand delivery will be deemed received on the date of delivery; notices sent by facsimile will be deemed received on the date transmitted. The address to which notices shall be mailed may be changed from time to time by a notice served as provided above.

"PLI":

POLICE LAW INSTITUTE, INC.

By: \_\_\_\_\_



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"AGENCY":

Orland Park Police Department

By: \_\_\_\_\_

Name: \_\_\_\_\_



JOSEPH P. MITCHELL

Title: \_\_\_\_\_

CHIEF of POLICE

Address: \_\_\_\_\_

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ORLAND PARK PD

60142

Phone: \_\_\_\_\_

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Date: \_\_\_\_\_

07/26/2021