PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter, the "AGREEMENT") made this day, _____, by and between the CALN TOWNSHIP POLICE DEPARTMENT (hereinafter, the "DEPARTMENT"), with a principal place of business of 253 Municipal Drive, Thorndale, PA 19372, and Aspirant Consulting Group, LLC, a Pennsylvania limited liability company ("ACG").

WHEREAS, ACG is an active Pennsylvania limited liability company registered and authorized to transact business in the Commonwealth of Pennsylvania, and

WHEREAS, ACG is engaged in the business of providing consulting services to Pennsylvania law enforcement agencies as described in the "Description of Services" attached and incorporated hereto as "Exhibit A, and

WHEREAS, ACG represents that it has the necessary expertise and is fully qualified to perform all of the services listed in Exhibit A, and

WHEREAS, ACG is familiar with the laws and regulations applicable to the Department in connection with the subject matter of this Agreement and shall perform its obligations under this Agreement in conformity therewith, and

WHEREAS, the Department wishes to engage in business with ACG based on the above representations which are hereby incorporated into the Agreement,

NOW THEREFORE, ACG and the Department hereby agree to be bound by the terms and conditions of this Professional Services Agreement, together with all attachments incorporated by reference and made part of this Professional Services Agreement as follows:

I. DEFINITIONS

A. Service Content

1. "Service Content" shall denote the comprehensive suite of resources provided by ACG to the Department throughout the duration of this Agreement. This includes, but is not limited to, policy manuals, supplementary policy documents, forms, reference guides, training materials, and other pertinent documentation, pursuant to the services procured by the Department.

II. TERM OF AGREEMENT

A. This Agreement shall become effective upon the date accepted and signed by ACG and the Department ("Commencement Date").

B. Termination

Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of any obligation herein, and such breach remains uncured within thirty (30) days from receipt of notice, provided that the breaching party's breach is incapable of being cured.

Additionally, the Department may terminate this Agreement only for cause or material breach by ACG. Termination for cause shall only be permissible upon written notice specifying the precise grounds for cause or material breach, and ACG shall have a limited period of thirty (30) days from the receipt of such notice to rectify or remedy the specified cause or breach.

In the event that ACG fails to rectify or remedy the cause or material breach within the specified period, the Department may terminate this Agreement upon written notice. However, termination for convenience by the Department shall not be permitted under any circumstances.

Upon termination for cause or material breach, the Department shall compensate ACG for all Services rendered up to the termination date and cover any applicable termination fees specified in this Agreement or as mutually agreed upon by both parties.

Upon termination of this Agreement, ACG will:

1. Retain historical billing information for such time period as the Department reasonably requests; and return all other Department information in its possession, or at the Department's option, destroy or delete such Department information and provide the Department certification that such destruction or deletion took place.

2. This Agreement shall be binding upon and inure to the benefit of the respective successors ACG, including any surviving entity in a merger or business combination involving such party and may be assigned to any subsidiary or affiliate of a party in connection with a corporate reorganization

III. SCOPE OF WORK AND SCHEDULING

A. In consideration of the fees described in Section VIII of this Agreement and Exhibit A included with this Agreement, ACG will provide those services selected by the Department and further described in Exhibit A to this document ("Services"). ACG will contact the Department to arrange for mutually agreeable scheduling for delivery of the selected services. ACG will provide the Department with reasonable information and updates regarding progress and will promptly notify the Department if ACG believes that there will be any delay in the schedule. At any time during the Term of this Agreement, should the Department desire ACG to provide any additional services or a change to the Service, ACG, and the Department agree that all such changes shall be subject to modification to this Agreement and additional fees may apply. For the purposes of this Agreement, each modification or change duly authorized in writing by ACG and the Department shall be deemed incorporated into and part of this Agreement.

IV. ASSIGNMENT

A. Neither the Department nor ACG shall have the authority to assign this Agreement, nor delegate any responsibilities or obligations herein, without the express prior written consent of the other party. This restriction on assignment is subject to any provisions to the contrary as detailed in Section II of this Agreement.

V. RESPONSIBILITIES OF ACG

A. Services selected by the Department and further described in Exhibit A of this document shall be performed by a qualified individual, who may be an employee or an authorized contractor of ACG.

B. ACG will ensure that its affiliates, including employees, representatives, agents, or contractors, will, whenever on the Department's premises, obey all reasonable instructions and directions issued by the Department.

VI. RESPONSIBILITIES OF THE DEPARTMENT

A. The Department agrees to make available to ACG, upon reasonable notice, data and all other documentation required by ACG to complete the services and will be entitled to rely upon the accuracy and completeness of that data and materials and the conformity of materials indicated as representative.

VII. POLICY IMPLEMENTATION ACKNOWLEDGMENT

A. The Department hereby confirms and consents that all policies provided by ACG have undergone thorough examination and personalization, and have been formally implemented by the Department for its operational use. Furthermore, the Agency recognizes and agrees that neither ACG nor any of its affiliates, including employees, representatives, agents, or contractors, shall be deemed as policymakers in any legal or other capacities. Ultimate policymaking authority with respect to all such policies shall rest solely with the Department's chief executive, who shall be regarded as the definitive "policymaker" for all intents and purposes.

VIII. FEES AND CHARGES

A. Upon acceptance of Service, ACG shall invoice the Department in accordance with the Fee Schedule set forth in Exhibit A. The Department agrees to pay ACG for the Services within thirty (30) days of the Department's receipt of the invoice. The fees specified in Exhibit A are the total fees and charges and will not be increased during the term of this Agreement except as the parties may agree in writing or as provided in this Agreement. The obligation to pay all fees associated with any services that have been provided prior to the termination or expiration of this Agreement shall survive the termination and/or expiration of this Agreement.

B. Changes to Subscription:

   A. Any changes to the subscription, including the addition or removal of services, must be agreed upon in writing by both parties.

   B. Any adjustments to the pricing as a result of mutually agreed-upon changes to the subscription will be reflected in subsequent invoices.

II. Renewal and Cancellation:

   A. The subscription will automatically renew at the end of the 12-month period for an additional 12 months unless either party provides written notice of non-renewal at least 30 days prior to the end of the current term.

   B. In the event of cancellation, the Department is responsible for payment of all services rendered up to the date of cancellation.

IX. LIMITATION OF LIABILITY ACKNOWLEDGMENT

A. The Department acknowledges that ACG, its employees, representatives, agents, or contractors, shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ACG has been advised of the possibility of such damages), arising out of or in connection with the Service Content provided by ACG, whether any such claim is based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the

cause thereof, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Furthermore, the Department agrees that ACG shall not be liable for any actions taken or omissions made by the Department or its personnel in reliance upon the Service Content. This limitation of liability shall apply to the fullest extent permitted by law and shall survive termination or expiration of this Agreement.

X. INDEMNIFICATION

A. Mutual Indemnification Clause

1. Indemnification by ACG

a) ACG shall indemnify, defend, and hold harmless the Department, its employees, representatives, agents, or contractors from and against any and all claims, demands, liabilities, costs, damages, or expenses, including reasonable attorneys' fees, which arise directly and solely from ACG's breach of this Agreement or any gross negligence or willful misconduct in the performance of this Agreement.

2. Indemnification by the Department

a) The Department shall indemnify, defend, and hold harmless ACG, its employees, representatives, agents, or contractors from and against any and all claims, demands, liabilities, costs, damages, or expenses, including reasonable attorneys' fees, which arise out of or are related to the Department's breach of this Agreement or any acts, omissions, or the actions of any third party related to this Agreement.

3. Limitation of Claim

a) Both parties agree and acknowledge that the limitations of liability set forth in Section IX(A) shall apply to the indemnification rights of the parties under this Section X.

4. Responsibility Limitation

a) Notwithstanding any other provision in this Agreement, the total aggregate liability of ACG for all claims arising out of or related to the performance of this Agreement shall not exceed the sum of $10,000, which represents the maximum amount payable for all damages and losses, including without limitation, charges, costs, and attorney fees. The foregoing limitation shall be applicable whether any such claim is based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof, and notwithstanding the failure of any agreed or other remedy of its essential purpose

XI. CONFIDENTIALITY

A. Aspirant Consulting Group (ACG) recognizes the sensitive nature of the information provided during its engagement with the Department. ACG hereby expressly agrees not to divulge, publish, or communicate any confidential information regarding the Department to any third party without the express written consent of the Department. This excludes the use of the Department's name and logo, which ACG is permitted to use in client lists, marketing materials, business posts, or other similar public disclosures.

B. All information obtained by ACG during this engagement, except for the Department's name and logo, along with all suggestions, recommendations, and intellectual property provided by the Department, will

remain the exclusive property of the Department. ACG commits to maintaining the confidentiality of all such matters, ensuring that any sensitive or proprietary information, excluding the aforementioned exceptions, remains secure and undisclosed.

C. ACG shall implement appropriate measures to safeguard the confidentiality of the Department's information in compliance with relevant laws and regulations. The use of the Department's name and logo by ACG shall be conducted in a professional and ethical manner, consistent with the Department's branding guidelines and reputation.

XII. MISCELLANEOUS

A. This Agreement is the entire agreement between the parties in relation to the Services and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement.

B. If any provision of this Agreement is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this Agreement, and this Agreement shall be enforced to the full extent allowable under applicable law.

C. No modification to this Agreement is binding, unless in writing and signed by a duly authorized representative of each party.

D. ACG shall not be liable for any delay in performance due to force majeure, including strikes, accidents, acts of God, acts of terrorism, or other delays beyond the reasonable control of ACG. If timely completion of the Services is prevented by any cause of force majeure, or any act of the Department, then such failure or delay shall not constitute default or breach of contract.

E. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

F. Any controversy or claim, whether arising out of or related to this contract or some separate grounds, shall be resolved in accordance with this section. If a dispute arises, the parties will attempt to resolve the dispute through good faith mediation within forty-five (45) days of notification of the dispute. The mediator shall be a qualified mediator under the laws of the Commonwealth of Pennsylvania, and mutually acceptable to the parties. If the parties are unable to resolve the dispute through mediation, the parties agree that any and all litigation shall be submitted to a court of competent jurisdiction. If a matter proceeds to litigation, the prevailing party shall be entitled to recover attorney’s fees, mediator costs and court costs.

XIII. NOTICES UNDER THIS AGREEMENT SHOULD BE DELIVERED TO:

Aspirant Consulting Group, LLC	CALN TOWNSHIP POLICE DEPARTMENT
P.O. Box 151	253 Municipal Drive
Westtown, PA 19395	Thorndale, PA 19372

-signatures on next page-

IN WITNESS WHEREOF, the Department and ACG have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ASPIRANT CONSULTING GROUP, LLC
Signature: _____
Name: Madeline Lewis
Title: Co-Founder
Date: 28-Jun-2026

POLICE DEPARTMENT
Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"
Description of Services and Fee Schedule

Policy Development and Implementation

Under this engagement, Aspirant Consulting Group will provide policy development and implementation services for the Caln Township Police Department. Services will include the development of a Pennsylvania-specific policy manual customized to the Department's structure, terminology, operational practices, and applicable accreditation requirements.

Policy development and implementation services include:

- Development of a complete policy manual aligned with applicable Pennsylvania law, recognized best practices, and PLEAC accreditation standards;
- Customization of policy content to reflect the Department's operations, terminology, and command structure;
- Coordination with Department leadership and designated points of contact during review, revision, and implementation;
- Preparation of policies in a format suitable for Department review, approval, and issuance.

Accreditation Support — Accredit360®

Aspirant Consulting Group will provide Accredit360® full-service accreditation support to assist the Caln Township Police Department with its pursuit of accreditation through the Pennsylvania Law Enforcement Accreditation Commission.

Accredit360® services include:

- Ongoing guidance related to compliance with applicable accreditation standards;
- Use of Aspirant's accreditation tracking and proof organization tools;
- Review, organization, uploading, labeling, highlighting, and linking of accreditation proofs within the Department's accreditation platform;
- Identification of gaps, deficiencies, or areas requiring corrective action;
- Regular coordination with Department leadership and designated points of contact;
- Mock assessment support and preparation for the official accreditation assessment;
- Ongoing consultant availability for accreditation-related questions and guidance.

The Department shall remain informed and retain final approval authority over policies and accreditation submissions; however, Aspirant Consulting Group shall be responsible for managing the day-to-day accreditation workload under this model.

Pricing and Payment Terms

Policy Development and Implementation: $14,500

Accredit360® Full-Service Accreditation Support: $9,000

Total Year One Cost: $23,500

Year Two and Beyond with Accredit360® Full-Service Accreditation Support:
Policy Maintenance: $4,500
Accredit360® Full-Service Accreditation Support: $9,000
Total Annual Cost: $13,500

Year Two and Beyond with AccredEssentials® Guided Accreditation Support:
Policy Maintenance: $4,500
AccredEssentials® Guided Accreditation Support: $4,000
Total Annual Cost: $8,500

The Department may elect to continue with Accredit360® full-service accreditation support or transition to AccredEssentials® guided accreditation support after year one, subject to mutual written agreement by the parties. Unless otherwise agreed upon in writing, any change in service level shall take effect at the beginning of the applicable renewal term.

Initials: _____