



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145293

PAGE 1 OF 20

DATE: 5/20/2025

SUBJECT: CONSIDERATION OF A MASTER SERVICES AGREEMENT BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY SHERIFF'S OFFICE AND O2X HUMAN PERFORMANCE, LLC TO PROVIDE COMPREHENSIVE TRAINING AND EDUCATION RESOURCES

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approval of an agreement between Tarrant County, d/b/a Tarrant County Sheriff's Office (TCSO), and O2X Human Performance, LLC, a Delaware Limited Liability Company, to implement a one-year strategic partnership focused on enhancing the physical and mental health of TCSO personnel.

BACKGROUND

O2X Human Performance, LLC is sponsored by The Faith, Fight, Finish Foundation and is offering this program to TCSO at no cost for the first year. The partnership between O2X and TCSO is designed to support the health, wellness, and performance of Sheriff's Office personnel through a range of training and performance services.

As outlined in the agreement, O2X will provide a full-time personal trainer who will be on-site to deliver customized fitness programs aimed at improving physical readiness, preventing injuries, and supporting long-term wellness. In addition, a Mental Performance Specialist will be available each month to assist individuals or groups in managing stress, improving resilience, and enhancing mental performance in high-pressure environments.

The program also includes two multi-day, health-focused training sessions per year, which will address topics such as resilience, mental and physical health, and long-term wellness. These sessions are tailored specifically to address the challenges faced by law enforcement professionals.

This partnership is expected to improve not only the health and well-being of personnel but also overall operational effectiveness and safety. The result will be a stronger, more resilient workforce both on and off duty.

The term of the agreement is May 21, 2025, through May 21, 2026.

The agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

There is no cost to Tarrant County or TCSO for partnering with O2X during the first year of this agreement.

SUBMITTED BY	Sheriff	PREPARED BY:	Vivian Bice
		APPROVED BY:	Jennifer Gabbert

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement"), is effective May 1st, 2026 (the "Effective Date") by and between O2X Human Performance, LLC, a Delaware Limited Liability Company with headquarters located at 1 Mill Wharf Plaza, Unit S12; Scituate, MA 02066 ("O2X"), Tarrant County and Tarrant County Sheriff's Office, with location at 200 Taylor Street, 7th Floor; Fort Worth, Texas 76196, and its affiliates and subsidiaries ("CLIENT"). Both O2X and CLIENT are collectively referred to as "Parties" and individually as a "Party".

This Agreement governs Services provided by O2X to CLIENT. Additional services that are requested may include additional terms and conditions particular to that service.

INTRODUCTION

WHEREAS, O2X is a Limited Liability Company, providing comprehensive performance training and education resources; and

WHEREAS, CLIENT desires to retain O2X, as an independent contractor, to provide certain programs, products, or Services as set forth in individual Statement(s) of Work in a form similar to the attached Exhibit 1 - Statement of Work; and

WHEREAS, O2X desires to provide the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following terms and conditions:

1. DEFINITIONS

Capitalized terms in this Agreement, including the Introduction, Annex, Exhibit, and any other similar document referenced hereto, shall have the following meanings:

- 1.1 **"Agreement"** means this Master Services Agreement and any Statement of Work, Annex, Exhibit, Amendment or similar attachment incorporated by reference hereto.
- 1.2 **"Analytics"** means Anonymizes Aggregate Summaries of Individual Participant Data and any findings related to such psychometric data.
- 1.3 **"Anonymized Aggregate Summaries"** means Individual Participant Data and any findings related thereto, which do not disclose any personally identifiable information.
- 1.4 **"Case Studies"** means studies and scenarios based on the experience and context of CLIENT's business.
- 1.5 **"O2X Curriculum"** means any of O2X education offerings-whether presented in text, photographic, audio, visual, audiovisual format, or software application, including without limitation, in the form of a syllabus, textbooks, workbooks, handouts, lectures, program designs, group exercises, videos, models, methodologies, experiential activities, assessment instruments, feedback, coaching, learning products, publications, and research. O2X developed and compiled the "O2X Curriculum" over O2X's long history in performance education and

research; and O2X continually augments, improves and modifies the O2X Curriculum. The O2X Curriculum is comprised of both pre-existing materials (which existed prior to the effective date of this Agreement) and any additions, improvements or modifications thereto, even if written, developed, or licensed by O2X during the course of this Agreement or thereafter. Such additions, improvements, or modifications may include, without limitation, any customizations or re-configured solutions made by O2X in mapping or tailoring pre-existing materials to CLIENT's or any other party's needs, objectives, and context.

- 1.7 **"Confidential Information"** means including, without limitation, (a) all information communicated by the Disclosing Party that should reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure; (b) all information identified as confidential to which Receiving Party has access in connection with the subject matter hereof, whether before or after the Effective Date; and shall include, without limitation, all trade secrets, intellectual property, existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and information relating to business plans, sales or marketing methods and customer lists or requirements; provided, that Confidential Information shall not include information supplied to the Receiving Party that (i) is or becomes available to the public other than as a result of disclosure by the Receiving Party or its employees in violation of this Agreement; (ii) was known to the Receiving Party prior to disclosure pursuant to this Agreement, as shown by written record, and was not otherwise restricted by contract or law; (iii) becomes available to the Receiving Party, as supported by documentary evidence, on a non-confidential basis from a third party not restricted by contract or law regarding such information; (iv) is disclosed with the prior written consent of the Disclosing Party.
- 1.9 **"Deliverables"** means, including but not limited to, designs, models, methodologies, curricula, materials, exercises, tools, instruments, and translations that are provided to or presented to CLIENT and/or to CLIENT's Individual Participants under an applicable SOW.
- 1.10 **"Disclosing Party"** means the Party or Party's subcontractor, agents, and affiliates that has given access, control or possession of the Confidential Information to the Receiving Party.
- 1.11 **"Discovery"** means any information collected and analyzed by O2X in anticipation of Services to be conducted hereunder.
- 1.12 **"Effective Date"** means the date ascribed to in the header of this Agreement.
- 1.13 **"EEA Personal Data"** means Confidential Information originating from the European Economic Area ("EEA") or with EEA data subjects and subject to the requirements under the General Data Protection Regulation (GDPR).
- 1.14 **"Evaluation"** means education impact analysis after engaging in O2X's Services.
- 1.15 **"Individual Participant(s)"** means CLIENT and/or CLIENT's individual employees, contractors, or other individuals who are beneficiaries of the Services hereunder.
- 1.16 **"Individual Participant Data"** means Personal Data collected from and about Individual Participants.

- 1.17 **"Intellectual Property Rights"** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademarks, service marks, trade dress, logos, trade names, domain names, URLs and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) trade secret rights; (d) patent and industrial property rights, including patents; (e) other proprietary rights in intellectual property of every kind and nature; and (t) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in (a) through (e) of this paragraph.
- 1.18 **"Participant Personal Data"** means Personal Data provided directly by each Individual Participant to O2X in the performance of O2X services.
- 1.19 **"Personal Data"** means information relating to an identified or identifiable natural person, including information such as name, contact details, individualization data, employment data, biographical data, training data, and special categories of data.
- 1.20 **"Receiving Party"** means the Party or Party's subcontractors, agents and affiliates that has received Confidential Information from the Disclosing Party.
- 1.21 **"Services"** means any and all services provided by O2X pursuant to a Statement of Work.
- 1.22 **"Statement of Work"** or **"SOW"** means documents which set forth the description of Services and fees and expenses for such Services.
- 1.23 **"Work Product"** means any tangible work product, including without limitation, all data, materials, products, works of authorship, processes, designs, techniques, and all derivative works of each of the foregoing, in whatever form or media, that are developed, generated or produced by O2X while performing the Services under this Agreement.

2. STATEMENT OF WORK

Subject to the terms and conditions set forth in this Agreement, O2X shall provide CLIENT with the Services described in the Statement of Work(s) attached to this Agreement and such additional Statement of Works the parties may agree to from time to time, in each case in accordance with the schedule and other requirements set forth in the applicable Statement of Work. Each Statement of Work shall be deemed a separate contract between the parties and shall be governed in all respects by this Agreement. Each SOW shall specify the Services, fees, specifications and related documentation, dates/time frames/delivery schedules, locations, and other particulars applicable to the Services rendered under such SOW. Each SOW shall be signed by each Party and shall be attached to this Agreement and incorporated herein by reference. In the case of a conflict between this Agreement and a Statement of Work, this Agreement shall govern unless the Statement of Work explicitly expresses that it intends to override a specific provision in this Agreement.

TCSO and O2X intend that any and all injuries arising from any of Client's employee's participation in O2X programs *during compensated work hours* shall be exclusively covered by Client's workers' compensation policy.

3. CHANGES IN SCOPE

Any material changes to the scope of Services of any SOW shall be mutually agreed upon in writing, prior to such change, by both Parties. O2X will advise CLIENT regarding any impact on the Services, including, but not limited to, adjustments to resources, changes in the schedule for performance or completion, and any price adjustments.

4. WORK RULES AND REGULATIONS

O2X shall perform the Services at the location(s) stated in the SOW. In the event Services provided herein are to be performed on CLIENT's premises, O2X and its personnel shall follow CLIENT's work schedule and holiday schedule. When Services are to be performed at CLIENT'S premises, O2X shall follow all applicable work rules and security policies and requirements of CLIENT that have been provided to O2X in writing in advance of any Services.

5. TERM

Subject to the termination rights specified below, this Agreement shall become effective as of the Effective Date and shall continue through May 1st, 2026. Thereafter, this Agreement will renew automatically for successive one (1) year terms unless either Party notifies the other Party of non-renewal at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, in the event of non-renewal pursuant to this Section, the term of this Agreement will continue as to each particular SOW until the term for that particular SOW has expired or otherwise been terminated as provided in this Agreement. Each SOW will become effective on the date, and will remain in effect for the period specified therein.

6. TERMINATION INCLUDING RESCHEDULING OR CANCELLATION OF SERVICES

6.1 Termination for Breach. If a Party materially breaches any provision of this Agreement and/or a SOW and fails to remedy such breach within thirty (30) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate any SOW adversely affected by such breach or this Agreement. Termination under this section does not limit either Party from pursuing any other remedies available to such Party, including, but not limited to, injunctive relief.

6.2 Either Party may terminate this Agreement upon written notice to the other Party in the event (a) the other Party files a petition for bankruptcy or is adjudicated a bankrupt; (b) a petition in bankruptcy is filed against the other Party and such petition is not dismissed within thirty (30) calendar days; (c) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (d) the other Party discontinues its business; or (e) a receiver is appointed for the other Party or its business.

7. INVOICES, FEES, EXPENSES, PAYMENT AND TAXES

7.1 Unless otherwise identified in a SOW, O2X shall invoice CLIENT upon performance of Services and CLIENT will pay O2X within thirty (30) days of receiving a proper and undisputed invoice for Services.

- 7.2 All fees and expenses are provided in United States Dollars (USD), unless otherwise agreed to by O2X in a SOW. All fees and expenses are exclusive of sales or use tax, GST, VAT or similar taxes required of CLIENT for its purchases hereunder, of which CLIENT is responsible.
- 7.3 Invoices will be settled in USD, unless otherwise agreed to by O2X in a SOW. O2X may request payments to be executed by electronic funds transfer (EFT); however, all international payments will be executed via EFT per O2X's instructions. CLIENT agrees to provide reasonable assistance to O2X in its collection efforts regarding any of CLIENT'S affiliates.

8. CONFIDENTIALITY

- 8.1 Client's Confidential Information. Subject to confidentiality obligations under the Agreement, O2X may receive, collect, use, and share CLIENT's Confidential Information from or with CLIENT and/or Individual Participants in conjunction with transferring or presenting the Services. O2X will not use any of Client's Confidential Information together with the Services except for the benefit of CLIENT and Individual Participants hereunder. O2X will abide by the non-disclosure obligations under the Agreement with respect to CLIENT's Confidential Information. Specifically, to the extent that the content of any Analytics, Case Studies, Discovery, or Evaluation constitutes CLIENT's Confidential Information, O2X shall not use such content except for the benefit of CLIENT and Individual Participants hereunder.
- 8.2 Both Parties acknowledge and agree that, as between the Receiving Party and the Disclosing Party, Confidential Information received during the term of this Agreement, will be deemed to have been received in confidence and will be used only for purposes of this Agreement. The Receiving Party shall use the Disclosing Party's Confidential Information only to perform its obligations under this Agreement and disclose the Disclosing Party's Confidential Information only to the Receiving Party's employees having a need to know the information for the purpose of this Agreement. O2X shall notify Client of its use of subcontractors in the performance of Services under this Agreement. To the extent CLIENT Confidential Information is disclosed to subcontractors such subcontractors must have agreed to the obligations of confidentiality and nondisclosure herein. The Receiving Party shall treat the Confidential Information as it does its own valuable and sensitive information of a similar nature and, in any event, with not less than a reasonable degree of care. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential Information.
- 8.3 In the event the Receiving Party is required by law, regulation, or legal process to disclose any of the Confidential Information, the Receiving Party agrees to (a) give Disclosing Party, to the extent possible, advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order, and (b) limit the disclosure to minimum amount that is legally required to be disclosed.

9. INDIVIDUAL PARTICIPANT DATA

CLIENT represents and warrants that it will obtain legal usage for all data supplied by it to O2X, including, without limitation, Individual Participant Data (the "Data") prior to disclosing the Data pursuant to the SOW under which the Data is disclosed and that O2X will be permitted to use the Data for the intended purposes identified in the applicable SOW. CLIENT further represents and warrants that it will have sufficient rights to provide the Data and other information required to be provided to O2X pursuant to SOWs prior to disclosure and that its disclosure of the Data and other information will not be in violation of (A) any published

privacy policies or notice and disclosure statements under which the Data or information was collected or (B) any restrictions imposed by any federal, state, or local laws or regulations.

However, throughout the term of the Agreement and associated SOWs, CLIENT will have access to anonymized and aggregated group level assessment data through O2X's assessment and evaluation infrastructure, as such assessment and evaluation data is directly designed to demonstrate participant baseline, learning, and development within the identified program outcomes and objective.

CLIENT further acknowledges and agrees that O2X shall use Anonymized Aggregate Summaries to further O2X's academic and research mission, including the publication of reports or studies so long as CLIENT, its Affiliates, the Individual Participants, or any other individuals affiliated with CLIENT are not identified or identifiable in such publications or studies. O2X does not seek to collect or use personally identifiable information in its research database. O2X aggregates the data from thousands of participants over time, from multiple client organizations in O2X's normative database so that O2X can benchmark the data of thousands of individuals and is thus able to provide normative data to O2X's clients and participants. CLIENTS and Individual Participants benefit from this benchmarking data by being able to see where they rank among other Participants.

10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 Ownership. Notwithstanding any other provision of this Agreement or a SOW to the contrary, CLIENT expressly acknowledges and agrees that the O2X Curriculum, any Work Product and all Deliverables, and any Intellectual Property Rights therein are the sole and exclusive proprietary property of O2X (or O2X's licensors as applicable). Nothing in this Agreement shall be construed as transferring, assigning, or conveying any ownership, licenses or other rights in the O2X Curriculum and thus any Work Product and Deliverables, and any Intellectual Property Rights therein, from O2X to CLIENT or to any third person entity. All rights not expressly granted to CLIENT with respect to the O2X Curriculum, Work Product, Deliverables, and any Intellectual Property Rights therein are reserved by O2X.
- 10.2. Limited License. Subject to the limitations herein and an applicable SOW, O2X hereby grants to CLIENT, a revocable, nonexclusive, worldwide, royalty-free, limited license to copy, modify, distribute, perform, and display the O2X Curriculum provided by O2X hereunder, solely to the extent required for each Individual Participant to receive the purchased Services, Work Product and Deliverables, as set forth in an applicable SOW for the term therein.
- 10.3 License Restrictions. CLIENT may not copy, modify, distribute, perform, or display the O2X Curriculum for the purpose of conducting performance education within its organization that replicates O2X's Services without O2X's instruction and involvement, unless O2X has provided prior written consent in the form of a separate licensing agreement in consideration for appropriate additional fees. Also, CLIENT may not sell, sublicense, market, adapt into commercialized materials for distribution, create derivative works, translate, copy or use any of the O2X Curriculum, Deliverables, Work Product or other materials provided by O2X under this Agreement in order to provide leadership education to third parties in competition with O2X's Services or for any other purpose not expressly provided in an applicable SOW. CLIENT will not engage in or allow duplication or dissemination, in any form, of any of the O2X Curriculum, Deliverables, or Work Product unless explicitly authorized by O2X in writing. All copyright and other proprietary right notices appearing on the O2X Curriculum shall be

maintained by CLIENT at all times.

- 10.4 Infringement of O2X's Intellectual Property Rights. As O2X anticipates transferring portions of the valuable O2X Curriculum to CLIENT or CLIENT's agents and employees. CLIENT agrees to instruct employees against infringement of O2X's Intellectual Property Rights and unauthorized copying, modifying, distributing, displaying, or performing of O2X Curriculum, or any other infringement of Intellectual Property Rights of O2X or its licensors.
- 10.5 Third-Party Materials. CLIENT shall not obtain any rights, title or interest to third-party materials that may be provided by O2X under this Agreement. Use of third-party materials is strictly limited to performance by O2X for the specific scope of the Services under the relevant SOW.
- 10.6 CLIENT Materials. CLIENT is and shall be the sole and exclusive owner of all rights, title and interest in and to all CLIENT materials and property furnished to O2X. Use of CLIENT materials and property by O2X is permitted only in performance of the Services as expressed in the terms of this Agreement or SOW.
- 10.7 Pre-existing Materials. All pre-existing materials of either Party shall remain the property of the respective Party, and there shall be no acquired rights by either O2X or CLIENT of the other Party's pre-existing materials other than those expressed under this Agreement or under separate agreement between the Parties.
- 10.8 Individual Participant Use. CLIENT'S Individual Participants of the Services provided by O2X under this Agreement have a right to use the Deliverables for their sole individual continued professional development as contemplated by, and may be further limited in accordance with, an applicable SOW and for no other purpose.

12. INDEPENDENT CONTRACTOR

O2X is providing Services hereunder as an independent contractor, and nothing herein contained shall be interpreted as or deemed to create an agency, joint venture, partnership, or employee/employer relationship between the Parties. Neither Party is entitled to workers compensation, unemployment benefits, employment tax withholdings, employment benefits or contributions of the other Party. No Party has authority to enter into contracts or incur any obligations on behalf of the other Party or make any warranties or representations on behalf of the other Party.

13. INDEMNIFICATION (removed)

14. WARRANTIES

O2X represents, warrants and covenants that all Services will be performed in a timely, professional and workmanlike manner, in conformance with best industry practices.

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR AP PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.

15. LIMITATION OF LIABILITY

15.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL O2X'S LIABILITY EXCEED THE APPLICABLE FEES ACTUALLY PAID BY CLIENT UNDER AN APPLICABLE SOW OVER THE PRIOR THREE MONTHS. THE FOREGOING LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY.

16. NOTICES

All notices, requests, demands, waivers and other communications required or permitted hereunder must be in writing and shall be deemed to have been duly given: (a) when delivered by hand, (b) upon confirmed receipt of recipient for facsimile; (c) one (1) business day after delivery by receipted overnight delivery by internationally- or nationally- recognized bonded courier service; or (d) three (3) business days after domestic mail, certified or registered mail, return receipt requested, with postage prepaid, to the following designee of each Party. Either Party may change its designee with written notice to the other.

To O2X:	To CLIENT
Brice Long, COO O2X Human Performance 1 Mill Wharf Plaza, Unit S12 Scituate, MA 02066	Bill E. Waybourn, Sheriff Tarrant County Sheriff's Office 200 Taylor Street - 7th Floor Fort Worth, Texas 76196

17. FORCE MAJEURE

17.1 Subject to the following paragraph, neither Party to this Agreement shall be responsible for any resulting loss if the fulfillment of any of the terms and provisions hereof, including the delivery of the Services, is delayed or prevented by some cause not within the control of the Party whose performance is interrupted and which, by the exercise of reasonable diligence, that Party is unable to prevent. For purposes of this provision, any such cause shall constitute force majeure and shall include, but not be limited to, the following: act of God; unavoidable accident; epidemic, pandemic, or public health crisis; fire; act of public enemy; war, riot or civil commotion; enactment of law or order of governmental instrumentality; strike or other labor dispute not of the Parties to this Agreement; earthquake, tornado, hurricane or other event of a catastrophic nature; or, other cause of a similar magnitude. However, this paragraph does not apply to any obligation to pay money.

17.2 If O2X is affected with the foregoing provision, and the delivery of Services under this Agreement is delayed or prevented, this Agreement shall not be terminated as a result, but the Parties shall consult as to the most appropriate time, manner and place in which O2X shall deliver such Services subsequent to the time, manner and place originally scheduled. In the event the Parties cannot agree as to the delivery of such Services by O2X, CLIENT may terminate this Agreement or the affected SOW(s); provided however, O2X shall receive

payment for Services performed and reimbursement of non-recoverable expenses incurred up to the termination under this Agreement.

18. ASSIGNMENT

This Agreement is not assignable by either Party without written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Any such attempted assignment shall be void and of no legal effect. This Agreement, and the rights and obligations under it, will be binding on and will inure to the benefit of each party's permissible successors and assigns.

19. AMENDMENTS

No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either Party unless mutually assented to in writing by authorized representatives of both Parties.

20. WAIVER

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by either Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

21. GOVERNING LAW AND VENUE

The validity, construction, interpretation and enforcement of this Agreement shall be governed by the State of Texas. Legal venue for any dispute that may arise pursuant to this Agreement shall be the State of Texas in accordance to *Tex. Civ. Prac. & Rem. Code § 15.015*.

22. DATA PRIVACY AND SECURITY

- 22.1 By signing the Agreement, O2X and CLIENT agree that O2X is using, collecting, retaining or disclosing Individual Participant Data under this Agreement and under any SOW solely for providing services to CLIENT as a "Service Provider." In no event will O2X use, retain or disclose Individual Participant Data for any purpose other than to provide Services under this Agreement or any SOW to CLIENT. In the event CLIENT requests O2X follow certain procedures to ensure accuracy and compliance, CLIENT must first enter into a formal written change request to this Agreement to establish the procedures to be followed.
- 22.2 CLIENT acknowledges and agrees that O2X will not be receiving or processing any EEA Personal Data under this Agreement. In the event CLIENT requests that O2X processes EEA Personal Data pursuant to an applicable SOW, CLIENT agrees to notify O2X prior to the performance of Services start date and prior to providing O2X with access to any EEA Personal Data and the parties will use good faith efforts to enter into a mutually agreeable data processing addendum (DPA) as required for compliance with General Data Protection Regulation (GDPR).

23. MISCELLANEOUS

- 23.1 Severability. The Parties desire and intend that all of the provisions of this Agreement be enforceable to the fullest extent permitted by law. If any of the provisions of this Agreement shall be deemed to be or become invalid or contrary to public policy or unenforceable under applicable law, the provision shall be deemed removed from this Agreement and neither Party shall be bound by the provision. Such removal, however, shall not invalidate or render unenforceable the remaining provisions of this Agreement. Instead, this entire Agreement shall be construed as though it never contained the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 23.2 Use of Agency Name. CLIENT grants O2X the limited right to use CLIENT'S name on the O2X marketing website or in response to proposals for the purpose of identifying CLIENT as a client of O2X. O2X must obtain CLIENT'S written consent before using CLIENT'S name in any other marketing or promotional material.
- 23.3 Survival. The obligations of confidentiality, nondisclosure, intellectual property rights, data security, limitation of liability, indemnification, warranties and any other subject that would, by its nature, be deemed to survive termination of this Agreement (whether or not so expressly stated), will survive and continue in full force and effect following the termination of this Agreement.
- 23.4 Nonexclusive Agreement. It is expressly understood and agreed that this Agreement does not grant to CLIENT any exclusive rights to do business with O2X and that O2X may contract with other customers for the procurement of comparable services.
- 23.5 No Third Party Beneficiaries. Nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.
- 23.6 Nonsolicitation. During the term of this Agreement and for a period of six (6) months thereafter, each Party (the "Employing Party") agrees that it shall not knowingly solicit for employment or employ (directly or indirectly, whether as an employee, consultant or otherwise), for itself or for the benefit of any affiliate of, or contractor to, the employing Party, any individual who was engaged by the other Party as an employee, consultant or independent contractor and who performed Services pursuant to this Agreement or with whom the Employing Party became acquainted as a result of this Agreement, without the prior written approval of the other Party.
- 23.7 Compliance with Laws. In the performance of its obligations under this Agreement, each Party agrees that it will comply with all applicable laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, ordinances, and requirements of any government authority (federal, state, local, or international) having jurisdiction.

In providing the services required by this Agreement, Vendor [or O2X] must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor [or O2X] shall be responsible for ensuring its compliance] with any laws and regulations applicable to its

business, including maintaining any necessary licenses and permits.

- 23.8 Construction. As used in this Agreement, the terms “shall” and “will” mean “must” and have equal force and effect and express an obligation. The headings contained in this Agreement are for ease of reference only, and shall not affect the meaning or interpretation of this Agreement.

O2X acknowledges that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached hereto is a full and true copy of said filed form.

24. SOLE AGREEMENT

- 24.1 This Agreement, including any Annex, all executed Statements of Work, Exhibit, Amendment or similar attachment referenced hereto, constitute the complete integrated agreement between the Parties concerning the subject matter hereof. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and canceled in their entirety. Nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.

- 24.2 This Agreement, including any Annex, Statement of Work, Exhibit, Amendment or similar attachment referenced hereto, may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document. Facsimile signatures shall be deemed original for all purposes. Facsimile, photo or electronically produced copies of this signed Agreement, including any Annex, Statement of Work, Exhibit, Amendment or similar attachment referenced hereto, will legally bind the Parties to the same extent as an original document.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signature of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

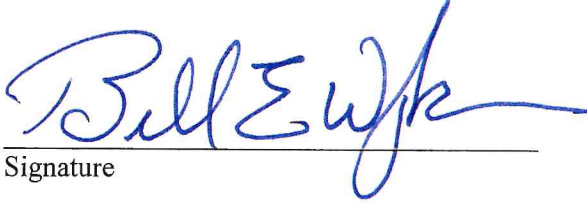
[Signature page follows.]

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

For
O2X Human Performance, LLC

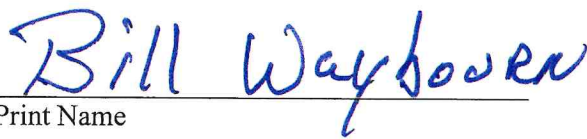
For
Bill E. Waybourn, Sheriff
Tarrant County Sheriff's Office

Signature



Signature

Print Name



Print Name

Title



Title

STATEMENT OF WORK 1

MEMORANDUM OF UNDERSTANDING

Between the Tarrant County Sheriff's Office and the Faith Fight Finish Foundation, O2X Human Performance, LLC (O2X)

This Memorandum of Understanding (MOU) is entered into by and between the Tarrant County Sheriff's Office ("TCSO"), located at 200 Taylor St. Fort Worth, TX 76196, and the Faith Fight Finish Foundation, O2X Human Performance, LLC ("O2X"), located at 1 Mill Wharf Plaza, Unit S12, Scituate, MA 02066, collectively referred to as the "Parties."

Effective Date: This MOU shall be effective from the date of execution and shall remain in effect for one (1) year unless extended by mutual written agreement.

I. PURPOSE

The purpose of this MOU is to establish a formal partnership between the Tarrant County Sheriff's Office and O2X to enhance the physical and mental health, well-being, and performance of the TCSO personnel. This agreement outlines the terms and conditions under which O2X will provide health and performance services to the personnel of the Tarrant County Sheriff's Office.

II. SCOPE OF SERVICES PROVIDED BY O2X

- 1. On-site O2X Strength and Conditioning Specialist**
 - O2X will provide one (1) Strength and Conditioning Specialist to the Tarrant County Sheriff's Office for **40 hours per week, totaling 1920 hours annually**. The specialist will work directly with TCSO personnel to enhance physical fitness, performance, and wellness.
 - The Specialist will help support the agency regarding health and performance tailored to the needs of the Sheriff's Office personnel, with a focus on physical readiness, injury prevention, and overall wellness.
- 2. Mental Health Performance Consultation Services**
 - O2X will provide the Tarrant County Sheriff's Office with a **Mental Performance Specialist for one 8-hour day monthly** to work directly with individuals or groups of members to provide education around optimizing mental performance in high stress environments. The goal is to optimize mental health, increase productivity, and increase the longevity of members at work and at home
 - The mental health specialist will provide resources, strategies, and individual or group counseling sessions as needed during the monthly visits.
- 3. Health-Specific Training Days**
 - O2X will provide **two (2) 2-day health-specific training workshops** designed to address key needs of the agency.

- Each training session will be intentionally developed to create a cohesive and impactful experience for attendees to ensure members of the agency gain valuable education and practical takeaways. The content will be customized to meet the specific needs and challenges faced by law enforcement personnel, with the goal of enhancing job performance, health, and safety.
4. **O2X Connect App Platform**
- O2X will provide all Tarrant County Sheriff's Office employees with access to the **O2X Connect™**. The app offers a variety of features to enhance the health and well-being of TCSO personnel, including but not limited to:
 - **Online connection with on-site specialist:** Access to online specialists to communicated about fitness coaching and guidance.
 - **Recipes:** The app provides healthy recipes for fueling physical health and cognitive performance.
 - **Workout Generator:** provides members the ability to quickly and efficiently find an individual workout that matches their interests, equipment and goals
 - **THRIVE Exercises Stress Management Tools:** Techniques and strategies for managing stress and building resilience, manage stress, and optimize mental health.
 - **Assessments:** provides members with the physical and performance assessments, to include physical training tests complete with the current standards from various tactical athlete professions.

III. RESPONSIBILITIES OF THE TARRANT COUNTY SHERIFF'S OFFICE

1. **Personnel and Facility Access**
 - TCSO will provide appropriate access to its personnel and facilities to ensure the successful delivery of services outlined in this MOU.
 - TCSO will coordinate with O2X to schedule sessions, consultations, and training days in a manner that ensures minimal disruption to regular operations.
2. **Support and Collaboration**
 - TCSO agrees to support O2X in their goal to improve overall health and well-being of personnel.

IV. TERM AND TERMINATION

1. **Term**
 - This MOU shall commence on the date of execution and shall remain in effect for a period of one (1) year, unless terminated earlier in accordance with the provisions below.
2. **Termination**
 - Either Party may terminate this MOU with thirty (30) days written notice to the other Party, provided such termination does not affect any accrued rights or obligations at the time of termination.

V. COSTS AND PAYMENT

1. **Costs**

- The services provided under this MOU, including personal training, mental health consultations, health-specific training days, and access to the O2X Connect™ will be provided **at no cost to the Tarrant County Sheriff's Office** for the duration of this agreement. There are no financial obligations for TCSO for the services outlined in this MOU.

VI. CONFIDENTIALITY

1. **Confidentiality of Information**

- Both Parties agree to maintain the confidentiality of any sensitive or proprietary information exchanged during the course of this MOU, including health-related data or personal information of TCSO personnel.
- Neither Party shall disclose any confidential information to third parties without the express written consent of the other Party unless required by law.

VII. INSURANCE

1. Workers' Compensation Coverage. TCSO acknowledges and represents that it has workers' compensation coverage for all of its employees that will participate in O2X programs, and such coverage meets or exceeds the workers' compensation coverage required by applicable law. TCSO and O2X intend that any and all injuries arising from any of Client's employee's participation in O2X programs shall be exclusively covered by Client's workers' compensation policy.

VIII. INDEMNIFICATION AND LIABILITY

1. **Indemnification**

- Both Parties agree to indemnify and hold harmless each other, their employees, officers, agents, and representatives, from any claims, liabilities, or costs arising out of the activities conducted under this MOU, except in cases of negligence or misconduct by either Party.

2. **Liability**

- Each Party retains responsibility for its own actions and the actions of its employees, contractors, and agents. The Tarrant County Sheriff's Office and O2X shall not be liable for any injury or damage caused by the other Party's failure to perform its duties.

IX. MODIFICATIONS AND AMENDMENTS

1. **Amendments**

- Any modifications or amendments to this MOU must be made in writing and signed by authorized representatives of both Parties.

X. CONTACT INFORMATION

For Tarrant County Sheriff's Office:

- Name: Jennifer Gabbert, Chief Deputy
- Phone: 817-884-1312
- Email: jdgabbert@tarrantcountytexas.gov

For O2X:

- Name: Brice Long, COO
- Phone: 540.664.3886
- Email: brice@o2x.com

XI. SIGNATURES

This MOU is entered into and executed on the date indicated below:

For Tarrant County:

Sheriff's Signature: _____

Name: _____

Title: _____

Date: _____

For the Faith Fight Finish Foundation, O2X Human Performance, LLC:

Signature: _____

Name: _____

Title: _____

Date: _____

This MOU reflects the mutual understanding of both parties and serves as a framework for their cooperation. Both parties are committed to fostering a strong partnership to improve the health and well-being of the Tarrant County Sheriff's Office personnel.

SIGNED AND EXECUTED this _____ day of _____, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

5-7-25

Paul K. Hudson
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

_____ Date: _____
Auditor