**VINE® SERVICE AGREEMENT**                    **DIR-TSO-3937**
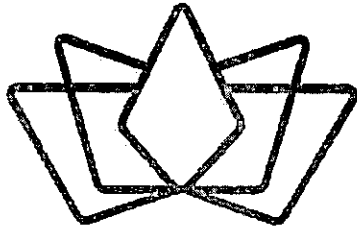
# APPRISS®
## SAFETY

## DIR-TSO-3937

## APPENDIX D (per Amendment 1)

# VINE® SERVICE AGREEMENT

VINE 20140114
Agreement No. 1990654-2019

# APPRISS SAFETY – VINE® SERVICE AGREEMENT
# APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

Agreement No.1990654-2019                                    Date: September 1, 2018

**BETWEEN:**                                   **CUSTOMER:**
Appriss Safety                                 Panola County
9901 Linn Station Rd., Suite 500               110 S. Sycamore, Room 216-A
Louisville, KY 40223-3842                      Cathage, TX 75633

I.   **Appriss Safety** (the "Service Provider" or "Appriss") hereby agrees to provide victim notification services known as the VINE® Service as described herein (the "Services").

   A.   The Services will be provided to: Panola County (the "Customer"). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions of DIR Contract No. DIR-TSO-3937 and hereinafter set forth herein.

   B.   The Services will be provided in connection with the following sites:
      1.   County Jail
      2.   District Court
      3.   County Court

This Agreement shall be effective as of September 1, 2018 and continue for Twelve (12) consecutive months. Billing of 'Recurring Operational Fees' shall not affect the Service Agreement renewal date

   C.   Description of Services. VINE® Service - Subject to the terms, conditions and limitations of DIR Contract No. DIR-TSO-3937 and contained herein, the Service Provider shall:

      1.   Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted.

      2.   The Customer and its Participating Agencies at each site will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Where applicable, costs of postage and stationary are excluded.

      3.   Dedicate a special telephone number for the Customer's use of the VINE Service Center.

      4.   Process incoming and outgoing victim calls.

         a.   Victim notification calls only occur after the Customer manually enters the required data into the Customer's automated system which creates a file with the required data that is transmitted to the VINE Data Center.

         b.   Upon receipt of the required data, the notification processes as defined in the VINE proposal are performed.

         c.   After the initial start-up period, the Customer (Participating Agencies at each site) is responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify

or provide the required programming to provide the Service Provider with the data required.

The Customer shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. The Service Provider acts only in the capacity of technical advisor to assist in this work.

5. Provide support services on a 24 hour a day, 7-days a week basis through its Customer First Center (the "CFC")

II. **Supplies and Materials.** The Service Provider shall make available certain materials and supplies to the Customer for use in introducing VINE to the community. The creation of print, radio and television PSAs is included in the fees.

A. Appriss will provide support materials in agreed upon quantities for all VINE services one time per contract year as part of the recurring operational fees.

1. At the Customer's expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at our published pricing.

B. The creation of radio and television Public Service Announcements (PSAs) is included in the service as well.

1. Appriss will provide a tailored version of our stock television PSA at no additional charge.

2. Radio PSAs will be produced and provided on a CD at no additional charge. The radio PSA can also be sent electronically for distribution by email or posted on websites.

III. **Fees and Commissions.** Prior to this Agreement being valid, and service to begin:

A. The Service Provider must receive a purchase order from the Funding Source (as defined in Exhibit A hereto) to cover the following fees as exhibited in Appendix C of DIR Contract No. DIR-TSO-3937.

B. The Customer billing contact information and Funding Source contact information must be provided on Exhibit A (attached).

1. Non-Recurring Startup Fees. These fees are for:
    a. Establishing the system connection
    b. Startup
    c. Training
    d. Interface development

The startup fees for services on this project are $ 0 and will be billed according to the billing schedule and in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3937.

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2. Recurring Operational Fees. These fees cover:
   a. The annual cost of operating and supporting the VINE Service
   b. Hardware and proprietary software (the "VINE Software") used to power VINE
   c. All incoming and outgoing calls
   d. 24-hour monitoring of the service
   e. The cost of transmitting all data

The operational fees for the VINE Service will be $4,844.38 per year.

Payments will be made in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3937.

**IV.** **Performance of Additional Services.** The parties agree that should the Service Provider choose to perform, at the Customer's request, any services not covered by this Agreement, the Customer shall compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate as indicated in Appendix C of DIR Contract No. DIR-TSO-3937.

Booking System Interface Changes. All work done by Appriss Inc., related to an agency changing their booking system from their existing VINE supported booking system to a new VINE supported booking system including, but not limited to, interface installation, setup, configuration, testing and documentation is considered standard maintenance and covered under this service agreement. A VINE supported booking system is one for which an interface already exists.

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate of $100/hr for performance of additional services. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement.

**V.** **Warranty.** The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider's sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and all such other warranties are expressly disclaimed and excluded by the Service Provider.

**VI.** **Ownership of Intellectual Property; Licenses.** The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the "Intellectual Property") in connection with the Services. The Service Provider hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window (which begins the moment the offender is in custody and ends within a number of days after the offender

leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.

**VII.** **Intellectual Property Indemnification.** Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3937.

**VIII.** **Confidentiality.** The Service Provider shall not disclose any Confidential Information without the Customer's express, prior written permission, except to the extent that a disclosure is required by law or court order. For purposes of this paragraph, "Confidential Information" means all documents, reports, data, records, forms, and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, "Confidential Information" does not include information in the public domain.

In addition, the Service Provider shall not remarket or utilize any documents, reports, data, records, forms, or other materials created or obtained in relation to the VINE System, except as consistent with the terms of the Office of the Attorney General of Texas's Vendor Renewal Certification for the Statewide Automated Victim Notification Service.

**IX.** **Liability Limit.** Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3937.

**X.** **Force Majeure.** Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3937.

**XI.** **Entire Agreement; Inconsistent Terms.** DIR Contract No. DIR-TSO-3937 and this Agreement and all exhibits, appendices, and schedules attached hereto are the complete and exclusive statement of the agreement between the Customer and the Service Provider, and supersede any and all other agreements, oral or written, between the parties

This Agreement may not be modified except by written instrument signed by the Customer and by an authorized representative of the Service Provider. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Service Provider.

**XII.** **Term and Termination.** This Agreement shall commence upon the date set forth above and continue in effect for Twelve (12) months. This Agreement shall have three (3) one (1) year renewal options exercised by Customer providing 30 day written notice prior to the then- expiration date.

Any changes in pricing for this Agreement must be approved by DIR.

Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3937

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**XIII.** **Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

**XIV.** **Assignment.** Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3937.

**XV.** **Jurisdiction and Choice of Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of Texas. Service Provider and Customer hereby consent to the jurisdiction of any competent state court of Texas located in Travis County, Texas, with respect to any actions arising from this Agreement. No action may be brought by either party against the other later than four (4) years after the cause of action has accrued. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

**XVI.** **Customer's Project Manager.** For the purposes of this project, the following contact will be used as the Customer's project management contact. All project responsibilities that belong to the Customer will be coordinated and managed by this contact. The Customer appoints the project manager to be Jonathan Musick, who can be reached at telephone number 502-815-3810, or via email at jmusick@apprisssafety.com.

**Signature Page Follows**

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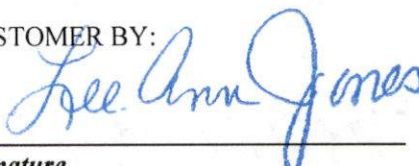
APPRISS SAFETY BY:

_Signature_                                          09/12/2018
                                                     _Date_


_Joshua P. Bruner_                                   _President_
_Name_                                               _Title_

**Customer Acceptance of Proposal: The above prices, proposal, provisions and conditions are satisfactory and are hereby accepted. Service Provider is authorized to do the work as specified. Payment will be made as described on the terms outlined in this Service Agreement.**


CUSTOMER BY:

_Signature_                                          9-18-18
                                                     _Date_


LeeAnn Jones                                         County Judge
_Name_                                               _Title_

# APPRISS SAFETY – VINE® SERVICE AGREEMENT
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## APPRISS INC.
### SERVICE AGREEMENT - EXHIBIT A

Customer:        Panola County

Billing Address:   __110 S. Sycamore, Room 216-A_____
                 Street Address
                 __Carthage_____     __Tx_____     __75633_____
                 City                      State          Zip

Finance Contact:   __Jennifer Stacy_____       __County Auditor_____
                 Name                                Title

Telephone:   ____903-693-0320_____     Fax: ____903-693-2726_____

E-mail:   __jennifer.stacy@co.panola.tx.us_____


Funding Source:   Texas Office of the Attorney General – Grant Administration Division

Billing Address:   __P.O. Box 12548_____
                 *Street Address*
                 __Austin_____     __TX____     __78711-2548_____
                 *City*                    *State*      *Zip*

Finance Contact:   __Chris Gersbach_____       __Texas SAVNS Program Manager__
                 *Name*                              *Title*

Telephone: __512-936-1653_____     Fax: __512-370-9827_____

**Date funds to be received from Funding Source:**   Upon submittal of FY2019 OAG required documentation.

Mail payments to:
**APPRISS INC.**
**9901 LINN STATION RD SUITE 500**
**LOUISVILLE, KY 40223-3842**

**Questions and correspondence related to billings and/or payments may be directed to:**

**Colleen G. Heslin**
**Appriss Inc.**
**9901 Linn Station Road, Suite 500**
**Louisville, KY 40223-3842**
**502-815-3850**

cheslin@apprisssafety.com