



AGREEMENT FOR FREE SMARTPHONE APPLICATION

This **AGREEMENT FOR VINE SMARTPHONE APPLICATION** (“Agreement”) is made and entered into effective the ___th day of January, 2013 (the “Effective Date”), between Appriss, Inc. (hereinafter “Provider”), a Delaware Corporation with a principal place of business located at 10401 Linn Station Road, Suite 200, Louisville, Kentucky 40223; and Story County, Iowa (“Customer”), the official Sheriff’s department of Story County, Iowa [State] with a principal place of business located at 1315 S B Avenue, Nevada, IA 50201 [address].

1. Intent of Parties. Provider has created and developed a smartphone application for Apple iOS and Android operating systems designed to interface with the Customer’s VINE Jail Interface data as well as Customer supplied jail booking information and other public records (hereinafter “Customer Supplied Information”) in order to publicly broadcast and display the Customer Supplied Information to mobile devices (the “Mobile Application”); and Customer agrees to provide regular updates to the Customer Supplied Information; and the parties desire to confirm in this Agreement their mutual understanding and desire that Provider will provide the Mobile Application to Customer free-of-charge in exchange for Provider’s right to offer advertising on the Mobile Application.

2. Customer Supplied Information. Customer grants to Provider the right to use, reproduce, broadcast, publish, and publicly display all Customer Supplied Information on and in the Mobile Application. Customer represents and warrants that it has authority to release this information to the public, that all of the Customer Supplied Information is accurate and that no outstanding rights exist in the Customer Supplied Information apart from those listed herein and conveyed to Provider.

3. Customer’s Name. Customer grants to Provider the right to broadcast and display Customer’s name and its official logo, insignia, or trademarks in the Mobile Application.

4. Exclusivity. Customer grants to Provider the exclusive right to transmit the Customer Supplied Information combined with any or all logo, insignia, or trademark of Customer in the Mobile Application for an initial 5-year term beginning on the date of execution of this agreement (the ‘Exclusive Period’). Customer shall not sponsor or in any way support a competing mobile application product during such Exclusive Period nor allow Customers logo, insignia or trademark to be used on a competing mobile application during such Exclusive Period.

5. Customer’s Responsibilities. Customer shall furnish all information necessary to the development and continued success of the Mobile Application including assigning a project manager for implementation (see Attachment A). Customer shall update the Customer Supplied Information on a regular basis to ensure the accuracy of the data in the Mobile Application.

6. Provider’s Responsibilities. Provider shall develop, create and maintain the Application for the Apple iOS and Android operating systems and will have sole control over the core features and upgrades. Provider shall provide reasonable ongoing support of the Mobile Application, including problem identification and resolution services. Provider shall upgrade the Mobile Application to ensure it is compatible with the Apple iOS and Android operating systems as necessary, and shall upgrade the Mobile Application to fix any programming errors brought to its attention as necessary.

7. Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of two (2) years. This agreement shall renew for additional successive one (1) year terms automatically. Automatic successive terms shall be free of charge to Customer under the provisions of this document. Customer may terminate this Agreement at any time after the Exclusive Period with ninety (90) days

written notice to Provider. Provider may terminate this Agreement with ninety (90) days written notice to Customer at any time during the term of this Agreement.

8. **Advertising.** Customer acknowledges and agrees herein that Provider may display and sell advertising to be placed on the Mobile Application, and shall have exclusive rights to retain any and all revenue collected from advertising placed on the Mobile Application. Provider shall also issue an advertising disclaimer on the Mobile Application to cover Customer, its deputies, employees and agents. Customer shall have the right to reject any advertisements or advertisers deemed inappropriate or offensive. Customer shall determine what constitutes inappropriate or offensive advertising content for purposes of this section.

9. **Intellectual Property.** Customer acknowledges and agrees herein that, as between Provider and Customer, Provider owns any and all copyrights, trademarks, and other intellectual property rights used or embodied in and/or with the Mobile Application, including without limitation any and all integration software, code, application, image, graphic, sound, music, proprietary code, scripts, design, software, text and any other material provided and/or developed by Provider. Notwithstanding the foregoing, Provider owns no rights in and to the Customer Supplied Information.

10. **Entire Agreement.** This Agreement constitutes the entire understanding and agreements between the parties with regard to the subject matter of this Agreement, and this Agreement supersedes and replaces all previous representations, proposals, discussions, communications, and prior agreements relating to the subject matter of this Agreement, whether oral or written. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

11. **Governing Law.** This Agreement shall be governed, construed, and interpreted in all respects in accordance with the laws of the Commonwealth of Kentucky and the State of Iowa, and applicable federal laws of the United States. The parties agree that the venue for any action in a court of law shall be a court of competent jurisdiction in Story County, Iowa or Jefferson County, Kentucky at the discretion of the Customer.

12. **Severability of Provisions.** If any provision or portion of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination becomes final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of the Agreement enforceable, and the court or tribunal shall interpret the Agreement as thus amended so as to give effect to the intention of the parties insofar as the parties' intent can be discerned.

13. **Assignment and Delegation.** This Agreement cannot be assigned or delegated by the parties.

14. **Successors and Assigns.** This Agreement binds and benefits the parties and their respective successors and assigns.

15. **Amendments.** This Agreement may be amended only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Appriss, Inc. ("Provider")

Story County Iowa **("Customer")**

By: _____

By: _____
Story County Board of Supervisor

Title: _____

Attest:
~~TKK~~ _____
Story County Auditor

Date: _____

Date: _____

ATTACHMENT A

Sheriff's Office

Project Manager Contact Information

(To be provided with signed Agreement)

County: Story

State: Iowa

Name: Jane Page

Title: Admin Assistant

Telephone: 515-382-7458

Cell Phone: _____

Fax: 515-382-7479

Email Address: jpgage@storycounty.com