

VINE Service Agreement ***DRAFT***

Agreement No. _____

Date: _____

BETWEEN:

Appriss Insights, LLC
9901 Linn Station Rd., Suite 200
Louisville, KY 40223-3842

CUSTOMER:

RECITALS

WHEREAS, on February 24, 2025, the Association of County Commissions of Alabama (Association) issued Request for Proposals 2025-01 (RFP), which is adopted as if set forth herein, as part of the Association's Joint Bid Program, soliciting proposals to provide an implement compliant electronic application for Alabama crime victim registration and notification (AVM system) to be available to each of Alabama's sixty-seven (67) counties; and

WHEREAS, on March 19, 2025, proposals for an AVM system solicited by the Association's Joint Bid Program were opened at the Association office in Montgomery, Alabama; and

WHEREAS, consistent with the RFP, the Houston County Commission, the designated awarding authority for the Association's Joint Bid Program, approved and, by way of its chairman, entered into an Option Contract dated July 1, 2025, with Appriss Insights, LLC (the "Service Provider" or "Appriss"); and

WHEREAS, upon request of the Customer, Service Provider created an Individual County Plan, as contained in Section 3.1 of the RFP, which is adopted and incorporated as if set forth herein as Appendix B to Customer for the provision of victim notification services to the Customer.

NOW, THEREFORE, the parties agree as follows:

I. Appriss Insights, LLC (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: _____ (the "Customer"). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions hereinafter set forth.

B. The Services will be provided in connection with the following sites (list all jail locations and sheriff's office, if separate):

VINE Service Agreement

1. _____
2. _____
3. _____

C. This Agreement shall be effective as of _____, and shall, subject to the terms of Paragraph XIII, continue for three (3) consecutive years. Billing of 'Recurring Operational Fees shall not affect the Service Agreement renewal date.

II. Description of Services. VINE[®] Service - Subject to the conditions and limitations contained herein, the Service Provider shall provide all services contained in Section 3.2 of the RFP and, more specifically, shall:

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

B. 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. Third party vendor costs associated with any required modifications to the Customer's system to pass the required data to the VINE interface are not included and are the responsibility of the Customer. Where applicable, costs of postage and stationary are excluded.

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

D. Process incoming and outgoing victim calls.

1. 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.

2. Upon receipt of the required data, the notification processes as defined in the VINE scope of work are performed.

3. 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.

4. 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 consultant to assist in this work. Third party vendor costs associated with any required modifications to the

VINE Service Agreement

Customer's system to pass the required data to the VINE interface are not included and are the responsibility of the Customer.

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

III. Supplies and Materials. The Service Provider shall make available certain materials and supplies to the Customer for use in introducing VINE to the community.

A. Appriss will provide promotional brochures and merchandise within the Customer's annual budget for all VINE services one time per Agreement year as part of the recurring operational fees.

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

IV. 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 Appendix A hereto) to cover the following fees.

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

1. Non-Recurring Startup Fees shall include the following:

- a) Establishing the system connection;
- b) Startup;
- c) Training; and
- d) Appriss Interface development.

The Non-Recurring Startup Fees for services on this project are \$_0.00_____ and will be billed upon Agreement signature.

NOTE: Third-party vendor costs associated with any required modifications to the Customer's system to pass the required data to the VINE interface are not included in Startup fees and are the responsibility of the Customer.

2. Recurring Services Fee shall include the following:

- a) The annual cost of operating and supporting the VINE Service, for each county participating, or planning to participate, in VINE. It is

VINE Service Agreement

understood that the Customer shall not be responsible for fees associated with services provided to other counties;

- 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; and
- e) The cost of transmitting all data.

The Recurring Services Fee for VINE for the initial term shall not exceed \$25,756.92, and shall be payable as follows:

- a) Year one - \$8,416.19;
- b) Year two - \$8,584.51;
- c) Year three - \$8,756.20.

Recurring Services Fee for any renewal period will be subject to a 2% increase per year.

V. 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 of \$_____hour.

A. **Booking System Interface Changes.** For purposes of clarity, all work done by Appriss Insights, LLC, 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.

B. 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 for performance of additional services as noted in this section V. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement.

VI. 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, infringement and all such other warranties are expressly disclaimed and excluded by the Service Provider.

VINE Service Agreement

VII. 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 during the term of this Agreement, 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. Further, Service Provider shall not use any data it receives from victims of crime, or data it receives from Customer or any third party pertaining to victims of crime, except for the provision of the VINE Service.

Service Provider builds and maintains databases and solutions utilizing data from disparate incarceration systems. The hygiene, maintenance and storage of this incarceration data improves data quality and solutions for all clients seeking to manage risk, security and fraud (collectively “Risk Solutions”). A network effect is created whereby benefits increase with each participating organization. Customer permits internal access (within Service Provider) to the incarceration data for development and improvement of Service Provider’s Risk Solutions. Customer authorizes third-party access to the incarceration data only for Risk Solutions. Notwithstanding the foregoing, and in accordance with Section IX herein, Service Provider may utilize non-confidential incarceration data made available to the public.

VIII. Intellectual Property Indemnification. The Service Provider hereby agrees to indemnify, hold harmless and defend the Customer, its affiliates, subsidiaries, officers, directors, employees, independent contractors and agents from and against all claims, liabilities, losses, expenses (including reasonable attorneys’ fees), fines, penalties, taxes or damages (collectively “liabilities”) asserted by any third party against the Customer to the extent such liabilities result from the infringement by the VINE Software of any third party’s trade secrets, trademarks, copyrights, or patents issued as of the date of this Agreement; provided that the Customer (i) promptly notifies the Service Provider of any third party claim subject to indemnification hereunder, (ii) gives the Service Provider the right to control and direct the preparation, defense and settlement of any such claim and (iii) gives full cooperation to the Service Provider for the defense of same.

The foregoing provisions shall not apply to any infringement arising out of: (i) use of the VINE Software other than in accordance with applicable documentation or instructions supplied by the Service Provider or for other than the Customer’s internal purposes; (ii) any alteration, modification or revision of the software not expressly authorized in writing by the Service Provider; or (iii) the combination of the VINE software with software, data, products and/or services not provided by the Service Provider.

VINE Service Agreement

In case any of the software or any portion thereof is held, in any such suit to constitute infringement, the Service Provider may within a reasonable time, at its option, either (i) secure for the Customer the right to continue the use of such infringing item; or (ii) replace, at the Service Provider's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing.

IX. Confidentiality. The Service Provider shall not disclose or remarket to any person, firm or entity any Confidential Information without the Customer's express, prior written permission; provided, however, that notwithstanding the foregoing, the Service Provider may disclose Confidential Information to the extent that, on the advice of Service Providers' counsel, it is required to be disclosed pursuant to a statutory or regulatory provision or court order. Any such disclosure shall require prompt written notice to Customer.

"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 which: (i) is already known to the Service Provider at the time of disclosure by the Customer; (ii) is or becomes publicly known through no wrongful act of the Service Provider; (iii) is independently developed by the Service Provider without benefit of the Customer's Confidential Information; (iv) is received by the Service Provider from a third party without restriction and without a breach of an obligation of confidentiality; (v) information that the Service Provider is required to publish or may use under this Agreement; or (vi) information that is public information.

X. Liability Insurance. Consistent with the terms of the RFP, Service Provider shall provide the following:

- a) **Insurance.** The Proposer shall procure and maintain pursuant to the terms of the Resulting Contract the following types of insurance coverages:
 - i. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. Additionally, Proposer must provide Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - ii. Comprehensive General Liability Insurance with policy limits of not less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.
 - iii. Commercial Business Automobile Liability Insurance with policy limits of not less than \$1,000,000 (owned and rented) combined single limit and \$3,000,000 aggregate for bodily injury and property damage.

VINE Service Agreement

- iv. Professional Liability (Errors & Omissions) Insurance with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.

With the exception of Workers' Compensation coverage, the Customer and the Association shall be included as an additional insured on each policy. Prior to execution of the Resulting Contract, the Service Provider provides a Certificate of Insurance listing ACCA, County, their employees, partners, agents, and assigns, as the named certificate holder.

Service Provider may meet the required limits, specifically any aggregate policy limits, in this Subsection through an excess or umbrella liability coverage.

The ACCA reserves the right to require other types of insurance coverage which must be mutually signed instrument between the Customer and Service Provider

XI. Indemnification. The Service Provider is bound to the indemnification obligations set forth in Section 2.13 of RFP #2025-01 (Automated Victim Notification System Application and Implementation Services), as modified by page 66 of Proposer's RFP Response.

XII. Force Majeure. The Service Provider shall not bear any liability or responsibility whatsoever to any other party for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornadoes, the elements, acts of God or the public enemy, restrictions, limitations or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts, inability to obtain necessary materials, goods, services, utilities or labor, or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the Service Provider, and any such failure or delay due to said causes or any of them. Nothing in this provision, however, shall be construed to relieve Service Provider from liability if failure to perform was caused or exacerbated by the Service Provider's failure to provide sufficient security and data back-up as required by the scope of work in the RFP.

XIII. Entire Agreement; Inconsistent Terms. 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. In the event of a direct discrepancy between the RFP, the Option Contract, and this Agreement, the Option Contract shall prevail except to the extent the Option Contract defers to this Agreement.

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.

VINE Service Agreement

XIV. Term and Termination. This Agreement shall commence upon the date set forth above and continue in effect for three (3) years.

Upon mutual agreement, the Customer and Service Provider may renew this agreement for subsequent 12-month periods. Each renewal period is subject to a 2% annual increase.

Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach. In the event of any expiration or termination, Customer shall cease any further use of the Intellectual Property and the software.

XV. 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.

XVI. Assignment. Customer may not assign its rights, duties, or obligations under this Agreement without prior written consent of the Service Provider. Service Provider may not assign its rights, duties, or obligations under this Agreement without prior written consent of the Association. Notwithstanding the foregoing sentence, Service Provider may assign its rights, duties, or obligations under this Agreement without prior written consent of the Association to an entity that directly or indirectly controls, is controlled by, or is under common control with Service Provider.

XVII. 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 the State of Alabama. No action may be brought by either party against the other later than one (1) year after the cause of action has accrued.

XVIII. 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 Bradley Jeffries who can be reached at telephone number (502) 679-9076, or via email at Bradley.Jeffries@equifax.com.

XIX. Taxes. Customer hereby certifies that, as County government of the state of Alabama, it is exempt from taxes, and shall provide an exemption certification, direct pay permit or other such appropriate documentation, if requested.

XX. Security. Data security is a top priority at Equifax / Insights. The Equifax / Insights Information Security Program is based on the NIST Cybersecurity Framework ("CSF") and NIST Privacy Framework ("PF"), as documented in the Information Security Policy, which is supported by controls and technical requirements that operate together. Service Provider utilizes industry best practices outlined by the Service Organization Controls ("SOC") Trust Service Principles to guide our security, compliance, and audit procedures. Service Provider has a

VINE Service Agreement

comprehensive information security program that is SOC 2, Type 2-certified, and includes an annual risk assessment utilizing the ISO 27001 methodology.

Additionally, Service Provider conducts regular audits and annual penetration tests to ensure compliance with our security policies and procedures. The Insights Customer First Center (CFC) (Section II.E.), uses the ITIL Framework for Issuance Management, Incident Management, Problem Management and Change Management. It is staffed with both Management and Analyst to provide support of Insights Products near real time, resolution to Product and Service Interruptions. The VINE platform is deployed in Amazon's Cloud GovCloud environment (AWS) in a redundant fashion that makes it highly available, and conducts nightly backups of data. All personnel who have access to data are U.S. citizens. Where, should there be a breach, or accidental exposure, of confidential or restricted material, as it applies to the State, Insights will notify the State within 48 hours.

A. Security Assessment. Customer may conduct an onsite security assessment ("Assessment") in order to examine Insight's performance of this Agreement.

1. Assessment defined as the Customer having the right to:
 - a) review policies and procedures
 - b) review high level network and infrastructure diagrams
 - c) review the executive summary of third party audit reports
 - d) participate in a "Question and Answer" session with security subject matter experts
 - e) conduct site tour (site tour will not include access to the datacenter)
 - f) other items as may be approved by internal Security
2. Assessment will be conducted (i) during regular business hours, (ii) at Customer's sole expense, (iii) no more frequently than once per calendar year, (iv) on a mutually agreed upon date but no less than thirty (30) days advance notice, and (v) subject to EWS' security policies over its facilities and systems.

Customer and its auditors shall not be given access to any of Insight's systems for assessment purposes. The right to conduct an Assessment does not allow Customer to perform security testing, vulnerability assessment, or penetration testing against Insight's. As an alternative to allowing Customer, their clients, or their auditors to perform their own scans, Insight's shall either hire an independent nationally recognized third party to perform an ethical hack/penetration test annually, or where a third party is not feasible, will conduct an internal ethical hack/penetration test annually. Customer may review the executive summary results of either the third-party test or the internal test either onsite at Insight's company headquarters or via web conference. Insight's will not be required to provide access to the proprietary data of Insight's or of its other clients. All information learned or exchanged in connection with an Assessment shall be kept confidential.

VINE Service Agreement

B. Authorized Access. Insights' employees undergo FBI fingerprint/background checks, maintains a card access system to restrict physical access to the facility and Insights Data Center, and requires all visitors be signed in/documented and escorted while on the premises. All data transmitted over the internet is encrypted via either an Internet Protocol Security Virtual Private Network (IPSEC VPN) or secure sockets layer and transport layer security (SSL/TLS)(depending on which portion of the service is involved. The Interactive voice response (IVR) system and VINELink website will provide anonymous public access to offender records, restricted to the data elements necessary to facilitate victim registration and notification. User authentication is required to access systems and confidential information.

1. Public access to the VINELink website (a dedicated public portal for registrants found at www.vinelink.com), requires input of data elements including ethnicity, month of birth, aliases, custody status, custody location, and charge detail. Registrants must self-select a 4-digit PIN of the notification process.
2. VINEWatch is a secure web-based administrative portal for VINE, designed to support the State VINE program managers and agency contacts with tools to manage and monitor their VINE program. VINEWatch's Role Based Access Controls (RBAC's), ensures user access to information only associated with their agency and role

C. Scanning. Our Contractor System Security Plan may be viewed at <https://controlsframework.equifax.com/home>. In addition, Executive level Penetration Testing report(s), Payment Card Industry Data Security Standard Attestation of Compliance (PCI-DSS AoC), International Organization for Standardization (ISO 27001), and/or Service Organization Control (SOC 2 Type 2 report(s)), as applicable, will be supplied to the State within two weeks of request.

1. Dynamic Application Security Testing (DAST) – Scanning interactive applications for vulnerabilities, analysis, remediation, and validation, performed daily.
2. Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation, performed weekly.

D. Logging. Insights shall maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's

VINE Service Agreement

Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State Data for the duration of this Agreement.

XXI. Alabama Legal Compliance. The parties hereto shall remain compliant with federal and state statutes, regulations, and executive orders, including the following:

A. Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

B. Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. By signing this contract, the contractor certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

C. In compliance with Code of Alabama 1975, § 41-16-161, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Code of Alabama 1975, § 41-16-160. This requirement applies to contracts entered into on or after October 1, 2023, if the Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Code of Alabama 1975, § 41-16-161. The written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

Signature Page follows

VINE Service Agreement

APPRISS INSIGHTS, LLC. BY:

Signature

Date

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

Date

Name

Title

APPRISS INSIGHTS, LLC
SERVICE AGREEMENT - APPENDIX A

Customer: _____

Billing Address: _____
_____ **Street Address**

_____ **City** _____ **State** _____ **Zip**

Finance Contact: _____
_____ **Name** _____ **Title**

Telephone: _____ **Fax:** _____

E-mail : _____

Funding Source: _____

Billing Address: _____
_____ **Street Address**

_____ **City** _____ **State** _____ **Zip**

Finance Contact: _____
_____ **Name** _____ **Title**

Telephone: _____ **Fax:** _____

Date funds to be received from Funding Source: _____

If you pay by check, please make check payable to Talx Corporation and send to:

Appriss Insights, LLC
4076 Paysphere Circle
Chicago, IL 60674-4076

If you choose to pay by ACH/EFT, please send payment to the following:

ACH/EFT Wire
Bank of America Account Number: 5800404260
ABA Routing Number: ACH/EFT - 071000039
ABA Routing Number: Wire - 026009593
Tax ID: 85-3941369

Please forward remittance information regarding electronic payments to:
ewspaymentsinfo@equifax.com.

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

Bradley Jeffries
Customer Relationship Manager
Appriss Insights, LLC
9901 Linn Station Road, Suite 200
Louisville, KY 40223-3842
Phone: (502)679-9076
Bradley.jeffries@equifax.com

**APPRISS INSIGHTS, LLC
SERVICE AGREEMENT - APPENDIX B**

Individual County Plan to be attached.

APPRISS INSIGHTS, LLC
SERVICE AGREEMENT - APPENDIX B