



Application Service Provider Agreement

WarrantNow

Johnson Apply Engineering LLC 10719 Front Beach Road
Panama City Beach, Florida 32407

Application Service Provider Agreement between **BROWN COUNTY** and Johnson Apply Engineering LLC ("AE"), a Texas Limited Liability Company (Collectively, the "Parties")

This letter is to confirm the intention of **BROWN COUNTY**, and AE to enter this services agreement ("Agreement").

The Agreement between **BROWN COUNTY**, and AE would include the following points:

Compliance. Customer is responsible for all activity occurring under Authorized User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's and its Authorized Users' use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data including HIPAA information restrictions.

Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Apply Engineering shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's or any Authorized User's breach), Apply Engineering will, upon Customer request and remittance of any outstanding fees, provide to Customer a file of the Customer Data within 30 days of termination. Apply Engineering reserves the right to withhold or remove Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and Apply Engineering shall have no obligation to maintain or forward any Customer Data.

Intellectual Property Ownership. Apply Engineering alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Apply Engineering Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback or recommendations or other information provided by Customer or any other party relating to the Service, other than Customer Data (collectively, "Feedback"). Apply Engineering will be entitled to, but is not obligated to, use any such Feedback for any purpose whatsoever without restriction and without compensating Customer in any way, and by submitting any such Feedback, Customer represents to Apply Engineering, that Customer has the right to provide such Feedback to Apply Engineering. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the Apply Engineering Technology or the Intellectual Property Rights owned by Apply Engineering.

Renewal and Termination. The Initial Term of this Agreement is as specified in the Order Form and commences on the Effective Date. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or for one year renewal terms, unless either party notifies the other party in writing of its intention not to renew the Agreement no later than 30 days prior to the end of the then current Initial Term or Renewal Term. If at any time either party may terminate this Agreement by notifying the other party in writing with (30) days' notice.

Mutual Indemnification Neither party shall indemnify and hold the other party and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents (each, an "Indemnitee") harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the **Customer Data** infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would

May 6, 2019

(Exhibit #4)



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constitute a violation by Customer of Customer's representations and warranties; (iii) a claim arising from the breach by Customer or Customer's Authorized Users of this Agreement, including, without limitation, a breach of either party obligations of confidentiality or its failure to comply with applicable law; and (iv) the gross negligence or willful misconduct of Customer or any of its Authorized Users; provided, however, that Customer shall have no obligation to indemnify any Indemnitee for losses or claims to the extent that such losses or claims are caused by the negligence or willful misconduct of other party. Either party reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the other party under this Section 12, and other party shall not in any event settle any matter without written consent. Party's will cooperate as fully as reasonably required in any defense of any claim.

Confidential Information. "Confidential Information" means all confidential or proprietary materials or information (including, without limitation, information or materials relating to the business of Apply Engineering or its affiliates, or any of its or their intellectual property, including trade secrets, ideas, strategies, designs, methodologies or other know-how, financial information, customer or provider information and any other information regarding operations, products, services or business plans) disclosed in any format or medium by or on behalf of Apply Engineering to Customer or any of its Representatives (each as defined below) under this Agreement, without regard to whether such disclosure is marked or otherwise identified as confidential or proprietary at the time of disclosure. Without limiting the foregoing, Confidential Information includes the Apply Engineering Technology, the Content, the Service and the terms and conditions of this Agreement. Confidential Information shall not include information which Customer can demonstrate: (i) is already known to Customer at the time of disclosure hereunder, except as previously disclosed to Customer or any of its Representatives by or on behalf of Apply Engineering; (ii) is publicly known at the time of disclosure hereunder, or thereafter becomes publicly known through no breach of this Agreement by Customer or any of its Representatives; (iii) is lawfully received by Customer from a third party without a direct or indirect obligation of confidentiality to Apply Engineering with respect to such disclosure; or (vi) is developed independently by Customer without reference to or use of any Confidential Information.

IN NO EVENT SHALL Apply Engineering or Customer BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT.

Johnson Apply Engineering LLC.

By. _____

Ashley Sherman

Sig _____



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Fee Schedule

Number of Judges: 7 **Monthly Rate per Judge:** \$15
Total Per month: \$105

Number of user: 4 **Monthly Rate Per user:** \$7.00
Total Per Month: \$28

Annual Total: **\$1596.00**

Service term 05/15/2019 to 05/14/2020



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Order Form

Please complete the form below. Ensure that your billing address is the address associated with your credit card and your name is exactly as it is printed on the card.

Please send all payments to:

Apply Engineering LLC
P.O. Box 9884
Panama City Beach, FL 32417
1-850/233/0619

Date: 05/1/20
Order Form Number (if required):
Authorized By:
License Administrator Contact: Name:

Customer:

Name: _____

Legal Name of Agency/Company: _____

Address 1: _____

Address 2: _____

City, St, Zip: _____

Phone: _____

Parishes/Districts Served: _____

Customer Billing Contact 1:

Name: _____

Address 1: _____

Address 2: _____

City, St, Zip: _____

Phone: _____

Fax: _____

Email: _____