

digiTICKET as a Service Agreement for the:

Winnebago County Circuit Clerk



April 7, 2016



Prepared by:

Eric Fultz, President/CEO 918.392.3902 office 918.810.6807 mobile

Saltus Technologies 907 South Detroit, Suite 820 Tulsa, OK 74120



THIS DIGITICKET AS A SERVICE AGREEMENT ("Agreement") is entered into by and between Saltus Technologies, LLC ("Saltus"), and Winnebago County Circuit Clerk ("Customer"). Saltus and Customer may collectively be referred to herein as the "Parties".

It is understood by the Parties that Customer may enter into agreements ("Agency Agreements") with various governmental agencies doing business in Winnebago County, Illinois ("Agencies") allowing the Agencies the use of the digiTICKET Solution, including the Software and Software License, as agents of Customer subject to the terms of this Agreement.

Subject to the terms and conditions set forth herein, the Parties agree as follows:

1.0 digiTICKET AS A SERVICE PRICING

The digiTICKET Solution is a mobile software application that automates the process of writing and processing citations for law enforcement agencies using mobile software running on handheld computers, tablets or laptops. The digiTICKET as a Service includes hardware, digiTICKET software, implementation services provided by Saltus and hosting services. The price and fees for the digiTICKET as a Service shall be as follows:

"digiTICKET So	olution as a Service" Price Quote						
The province the court of	Item Description	Units	Per Unit		Total Pe	r Month	
	Software Only	118	\$	42	\$	4,956	
(4)	Software and Printers	52	\$	65	\$	3,380	
		M	onthly	Total	\$	8,336	

digiTICKET as a Service is not a lease, but a "pay for use" model. It includes the following benefits:

- Zero up front cost for use of hardware, software, and standard implementation and training services. After training and deployment, Saltus will invoice for the first month of service.
- Customer pays a per-unit, per-month fee. Annual or semi-annual prepayment discounts shall apply.
- Saltus owns the software and all equipment.
 - Saltus will replace defective equipment at no additional cost.
 - Saltus will refresh old equipment as its useful life ends as jointly agreed upon by Saltus and the Customer.
 - o The Customer is responsible for lost, damaged or stolen equipment. In the event of a loss, Saltus will provide the Customer with new equipment and invoice the Customer for the residual value of the equipment based on a useful lifespan of 48 months.
- No contract term obligation if the Customer is dissatisfied at any point with Saltus or digiTICKET, Customer can terminate this Agreement with no penalty by providing sixty (60) day written notice to Saltus and return all equipment.
- Additional units can be added or subtracted by Customer at any time with a corresponding adjustment to the monthly bill at the then current rates and fees.



Customer may convert this digiTICKET as a Service Agreement to a Purchase Agreement if requested in writing by the Customer. Upon acceptance by Saltus, a portion the payments received by Saltus under this Agreement will be applied to the purchase price of the digiTICKET Solution. Percentages of received payments vary depending on number of payments made under this Agreement. 25% of total payments received by Saltus under this Agreement will be applied to the purchase of the digiTICKET Solution if such purchase is made after 6 months and less than 12 months from the date of this Agreement. 50% of total payments received by Saltus under this Agreement will be applied to the purchase of the digiTICKET Solution if such purchase is made after 12 months and less than 24 months from the date of this Agreement. 75% of total payments received by Saltus under this Agreement will be applied to the purchase of the digiTICKET solution if such purchase is made after 24 months from the date of this Agreement.

2.0 SCOPE OF THE AGREEMENT

Saltus will provide Customer with the digiTICKET electronic ticketing solution as a monthly service offering. The service offering will provide the following:

- 1. digiTICKET Software
 - a. A digiTICKET software license for the term of the Agreement.
 - b. The software license includes
 - a single web server license which includes access to the administrative website usable by Customer and Agencies
 - ii. mobile client software licenses for 170 laptops
 - 1. Rockford PD will be invoiced for a maximum of 65 licenses regardless of the actual number of client licenses used
 - iii. 170 mobile interface licenses (digiTICKET to PMDC and Bullet software)
 - c. The software will be provided as-is, configured for the Customer consistent with Saltus' Proposal dated February 17, 2016 provided in response to the County's Request for Proposal #16-2060. This means no new functionality will be developed specifically for the Customer, unless otherwise agreed upon and included within the pricing section of this Agreement. However, the software will be configured specifically for the Customer. Configuration of software includes items such as:
 - i. Updating the list of violations and bond amounts
 - ii. Updating required fields on the mobiles software
 - iii. Updating web server user permissions
 - iv. Creating one custom report
 - v. Creating 3 data auto-exports: 1 for the FullCourt case management and 2 for the Motorola RMS used by the County and Rockford PD
- 2. Software maintenance provided through periodic release updates to the Customer and server software for the term of this Agreement.
- 3. All hardware and consumables required to utilize the digiTICKET solution, including:
 - a. 4" thermal printers
 - b. All necessary cables and mounting equipment
 - c. 20 year archive-ability thermal printer paper, as needed, for all printers (including those already owned by the Sheriff's Office and the Rockford PD)
- 4. Hardware support and maintenance for hardware provided by Saltus will be provided:
 - a. Replacement devices, due to normal wear and tear issues and mechanical failure



- b. Replacement devices when the Customer and Saltus mutually agree that the useful life of the devices have passed
- The Customer must reimburse Saltus for lost, damaged or stolen devices.
 Reimbursement amounts to be determined by Saltus based on purchase price and age of the device.
- 5. Implementation and training services will be provided to configure and deploy the digiTICKET solution for the Customer:
 - Requirements Definition: Saltus will facilitate a workshop with subject matter experts from Customer and Agencies to ensure that the digiTICKET Solution is configured specifically the way the Customer and Agencies have requested.
 - System Configuration: Once all requirements are documented, digiTICKET is then
 configured to meet such requirements. This includes the setup of all ordinances, user
 roles and permissions, printed ticket formatting, mobile client configuration, report
 development, interface creation and testing, etc.
 - User Acceptance Testing: Once configured, Saltus will then facilitate a user acceptance
 testing session in a classroom setting with key Customer personnel. This session is
 conducted to ensure that the system is configured as requested by the Customer.
 - Training: digiTICKET is extremely easy to use. Training of each end user typically takes
 no more than two hours. Saltus' preference is a "Train the Trainer" approach which
 would include training the trainers as well as providing end user training to the
 satisfaction of the Customer. Training shall include:
 - o Complete classroom, hands-on training
 - Train the Trainer accommodations for on-going training
 - o User manual, classroom materials and tip sheets for users
 - **Deployment**: After training, the digiTICKET Solution is deployed and Saltus then provides end user support and system maintenance and updates for the term of this Agreement.
 - Support: The Customer will appoint up to two individuals as Primary Points of Contact (PPCs) who will serve as an interface between Saltus and the Customer.

Optional Professional Services

As part of this Agreement, the Customer will receive future product release upgrades for the term of this Agreement. However, if the Customer requires unique enhancements, integration services to back office systems or custom reports, Saltus has an experienced professional services team that can provide assistance at an additional charge.

If not separately priced, Saltus currently provides these services at \$125 per hour. In addition, the Customer would be responsible for any travel and living expenses, which are billed at actual cost and only as preapproved by the Customer.

Miscellaneous

It is understood and agreed by the parties that:

- The Customer and Saltus will each appoint Project Leads for this project. The Project Leads will serve as the Primary Point of Contact (PPC) for the respective parties.
- The Customer will appoint Administrators that will train and provide first level support to Customer users. These individuals can be the same individual as the PPC if so desired.



- The Customer Administrators will be the single point of contact between Saltus Support Services and the Customer.
- Changes to project scope can affect time estimates required for implementation and will be mutually agreed to and confirmed in writing.
- Saltus may perform User Acceptance Testing and Training activities remotely utilizing webinar and teleconferencing technologies.
- Saltus will not provide installation services for vehicle docks or mounts.
- The Customer will provide a full-time internet connection to facilitate the synchronization of tickets from the ticket writing devices to the digiTICKET server.
- Fees charged by Court or RMS system vendors are not included as part of this Agreement, and must be negotiated separately between the Customer and each respective vendor.
- The monthly fees set forth in this Agreement include services for configuring digiTICKET to meet Customer's ticketing specifications on the mobile units and the server application.
- Saltus will host the digiTICKET application.

3.0 digiTICKET SOFTWARE LICENSE

This Software License covers the Saltus software that is the subject of this Agreement, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). Customer agrees to be bound by the terms of this Section 3.0 by installing, copying, or otherwise using the Software.

- 1. GRANT OF LICENSE. SALTUS grants Customer the following rights provided that Customer complies with all terms and conditions of this Section 3.0: a) SALTUS grants to Customer a nonexclusive license to use copies of the Software, provided that for each individual using the Software within Customer's organization or Agencies' organization, Customer has acquired a separate and valid license for each user device as may be required by SALTUS. b) Customer may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for Customer's purposes or Agencies' purposes pursuant to this Agreement and are not to be republished or distributed (either in hard copy or electronic form) beyond Customer premises or Agencies' premises. c) Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by a licensed end user in accordance with a) above. d) Software provided by SALTUS may not be distributed to any individual, third party or entity that exists external to Customer's or Agencies' organizations or for any purpose other than use of the Software for Customer or Agencies.
- 2. RESERVATION OF RIGHTS AND OWNERSHIP. SALTUS reserves all rights not expressly granted to Customer in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. SALTUS owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.
- 3. LIMITATIONS ON DECOMPILATION, AND DISASSEMBLY. Customer and Agencies may not reverse engineer, decompile, or disassemble any Software provided in compiled or object code form, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 4. NO RENTAL/COMMERCIAL HOSTING. Customer and Agencies may not rent, lease, lend or provide commercial hosting services with the Software.
- 5. CONSENT TO USE OF DATA. Customer agrees that SALTUS and its affiliates may collect and use technical information gathered as part of the product support services provided to Customer, if any, related to the Software. SALTUS may use this information solely to improve our products or to provide customized services or technologies to Customer and will not disclose this information in a form that personally identifies Customer.
- 6. ADDITIONAL SOFTWARE/SERVICES. This Software License applies to updates, supplements and add-on components of the Software that SALTUS may provide to Customer or make available to Customer after the date



Customer obtains the initial copy of the Software, unless SALTUS provides other terms along with the update, supplement, add-on component.

- 7. NOT FOR RESALE SOFTWARE. Software provided by SALTUS may not be sold or otherwise transferred for value, or used for any purpose other than Customer's application of the Software pursuant to this Agreement.
- **8. EXPORT RESTRICTIONS.** Customer acknowledges that the Software is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.
- 9. SOFTWARE TRANSFER & ASSIGNMENT. All rights to use of Software provided by this Agreement are for the sole use of Customer and Agencies, and may not be transferred, assigned, directly or indirectly without prior written authorization from SALTUS.
- 10. TERMINATION. Without prejudice to any other rights, SALTUS may terminate the Software License if Customer or Agencies fail to comply with the terms and conditions of this Agreement. In such event, Customer shall ensure that all copies of the Software and all of its component parts are destroyed.

4.0 Other Terms

- 1. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SALTUS DISCLAIMS ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE.
- 2. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SALTUS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER.
- 3. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF SALTUS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND CUSTOMER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES CUSTOMER INCURS IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR USE OF THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. CUSTOMER AGREES THAT THE PRICE UNDER THIS AGREEMENT WOULD BE SUBSTANTIALLY HIGHER BUT FOR THESE LIMITATIONS.
- 4. INCORPORATION OF RFP TERMS. Saltus prepared a Response to Request for Proposal ("RFP") for Customer dated November 18, 2015. The RFP is attached hereto and incorporated into this Agreement. To the extent that the terms of this Agreement conflict with the terms of the RFP, the terms of the RFP shall control.
- 5. AGENCY AGREEMENTS. Customer shall provide Saltus written notice of any Agency Agreement. No Agency Agreement shall relieve Customer of its obligations under this Agreement. Customer shall remain liable to Saltus for any breach of the terms of this Agreement, whether by Customer or Agencies.
- **6. APPLICABLE LAW.** Any contracts or agreements between SALTUS and Customer resulting from and including this Agreement and any other accompanying documents shall be controlled and interpreted in accordance with the laws of the State of Illinois and should any conflict arise concerning any terms of such agreements or contracts which results in litigation, the forum for such litigation and the venue thereof shall lie in the 17th Judicial Circuit of the State of Illinois in the County of Winnebago, State of Illinois.
- 7. ENTIRE AGREEMENT; SEVERABILITY. This Agreement (including the RFP and any addendum or amendment to this Agreement) are the entire agreement between Customer and SALTUS and supersede all prior or



contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. To the extent the terms of any SALTUS policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall control. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

5.0 SIGNATURE

Pricing

digiTICKET Solution as a Service pricing (as defined above) will be based on actual units deployed, invoiced monthly beginning the same month as training and deployment.

Discounts for pre-payments are offered as follows:

6 months in advance – 1.25 % discount
 12 months in advance – 2.5 % discount

The Customer can add or remove units as needed. If total number used increases or decreases to a different pricing level, the total monthly fee will be adjusted by Saltus as necessary.

All invoices will be paid according to the Illinois local government prompt payment act.

Term and Termination

The term of this Agreement is five (5) years. However, the Customer may terminate this Agreement for any reason with 60 days prior written notice to Saltus. Upon termination, the Customer must return all equipment and unused paper. Upon such termination, provided the Customer is not in default under this Agreement, Saltus will refund prepayments pro-rated to reflect the termination date.

Either party may terminate this Agreement upon a default of the other party under this Agreement, provided such default remains uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other party specifying such default.

Saltus reserves the right to increase future monthly pricing (on an annual basis) to reflect changes in costs of service offerings, etc.

Signatures

By signing and returning this document you are signifying the acceptance of the Agreement and the terms and conditions as outlined above. This Agreement can only be modified when both parties agree in writing.

"Customer"	"Saltus"						
Winnebago County Circuit Clerk	Saltus Technologies, LLC						
By: Marno A. Klain	Ву:						
Name: Thomas A. Klein	Name:						
Title: Winnebago County Circuit Clerk	Title:						
Date: 4-12-16	Date:						



6.0 PRIMARY CUSTOMER CONTACT FORM

Please provide appropriate contact information for the primary agency and agency personnel that will be providing payment for the services described in this agreement. If multiple agencies will be providing payment, please make multiple copies of this page and return one for each agency.

Purchase Order Number:	
Tax Exempt Certificate Number	E9992-3963-06

Primary Contact:

Name: Tom Lawson

Address: 400 West State St Ste 108

City: Rockford State: IL Zip: 61101

Phone: 815-319-4560

Email: tlwason@wincoil.us

Billing Contact:

Name: Corena Fiorello

Address: 400 West State St Ste 108

City: Rockford State: IL Zip: 61101

Phone: 815-319-4558

Email: cfiorello@wincoil.us

PULL AND RETAIN						THIS COPY BEFORE AFFIXING TO THE PACKAGE NO POUCH NEEDED.										
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Terms and Conditions Summary

For the current FedEx Service Guide, which contains the complete Terms and Conditions, go to fedex.com.

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Definitions On this Airbill, "we," "our," "us," and "FedEx" efer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available at fedex.com or at a FedEx location. You also agree to those terms on behalf of any fully party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and

You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Unless a higher value is declared and paid for, our liability for each package is limited to US\$100. You may pay an additional charge for each additional US\$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- in any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

We won't be liable;

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- If you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The maximum declared value allowed for a FedEx Envelope or FedEx Pak shipment is US\$500.
- For other shipments, the maximum declared value allowed is US\$50,000 per package, unless your package contains items of extraordinary value, in which case the maximum declared value allowed is US\$1,000 per package.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbiil and fill in the total declared value for all packages, not to exceed the US\$500, US\$1,000, or US\$50,000 per package limit described above. [Example: 5 packages can have a total declared value of up to US\$250,000, In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is lass. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING or online at fedex.com and notify us of your claim within strict time limits set out in the current Fedex Service Guide.

You may call our Customer Service department at 1.800. Gofedeck v1800.463.3339 to report a cleim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver. Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause

suppressing the spingues and spingues are spingues or dealer of dealer or other shipments, aguingment, or personnel; or if the shipment is prohibited by law, or if the shipment would violate any terms of our Airbill or the current FeEEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL IF C.O.D. Service is required, please use a FedEx C.O.D. Airbill,

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimaly delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.