

Resolution # 10-1

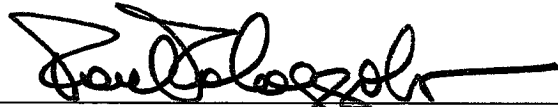
WHEREAS, the Sangamon County Circuit Clerk and the Chief Judge of the Seventh Judicial Circuit, the Honorable Kenneth R. Deihl, applied to the Administrative Office of the Illinois Courts to implement an electronic citation program; and,

WHEREAS, The Conference of Chief Circuit Judges unanimously approved the application at their September 2015 meeting; and,

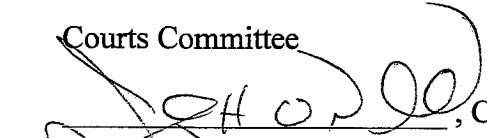
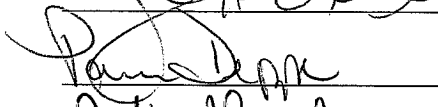
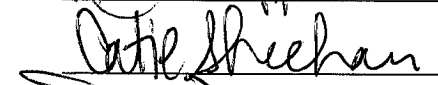
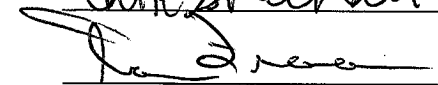
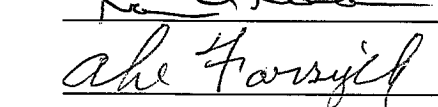
WHEREAS, Saltus Technologies successfully bid digiTICKET, as a service agreement for Sangamon County Circuit Clerk; and,

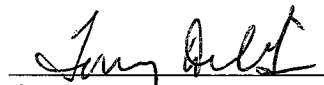

WHEREAS, the Sangamon County Circuit Clerk will use funds budgeted in the Circuit Court Clerk Electronic Citation Fund; and,

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 9th day of February, 2016, hereby accepts the proposal from Saltus Technologies, and authorizes the Circuit Clerk to contract for such services.

  
\_\_\_\_\_  
Paul Palazzolo, Circuit Clerk

Courts Committee

, Chairman  
, Member  
, Member  
, Member  
, Member

, Member  
, Member  
\_\_\_\_\_, Member  
\_\_\_\_\_, Member  
\_\_\_\_\_, Member

**RECEIVED**  
2016

FEB 02 2015

Andy Goleman  
SANGAMON COUNTY AUDITOR

**FILED**

FEB 05 2016

  
Sangamon County Clerk

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# digiTICKET<sup>®</sup>

electronic ticketing solution

**digiTICKET as a Service Agreement for the:**

**Sangamon County Circuit Clerk**

David Durall



February \_\_\_\_, 2016

**SALTUS**  
TECHNOLOGIES

**Prepared by:**

Eric Fultz, President/CEO

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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 Sangamon 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 Sangamon 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:

<b>"digiTICKET Solution as a Service" Price Quote</b>				
	<b>Item Description</b>	<b>Units</b>	<b>Per Unit</b>	<b>Total Per Month</b>
	Laptop Units	42	\$ 70	\$ 2,940

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.
  - 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

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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
    - i. a single web server license which includes access to the administrative website usable by Customer and Agencies
    - ii. mobile client software licenses for **42 laptop licenses**.
      1. Additional client licenses can be purchase as needed
    - iii. **42 mobile interface licenses** (digiTICKET to New World Mobile software)
  - c. The software will be provided as-is, configured for the Customer. 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 at least one electronic data file export for integration with Court or Records Management System(s).
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. Full page, 8 ½ x 11" thermal printers
  - b. Rugged USB, 2D barcode scanners
  - c. All necessary charging cables, docks, mounts, screen protectors and carrying cases
  - d. 20 year archive-ability thermal printer paper, as needed
4. Hardware support and maintenance will be provided by Saltus, including:
  - 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
  - c. 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:
  - Complete classroom, hands-on training
  - Train the Trainer accommodations for on-going training
  - 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**

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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

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**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 7<sup>th</sup> Judicial Circuit of the State of Illinois in the County of Sangamon, 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

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### ***Pricing***

digiTICKET as a Service pricing (as defined above) is \$2,940 per month.

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 are NET 15.

### ***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.

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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 all parties agree in writing.

### ***"Saltus"***

**Saltus Technologies, LLC**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**"Customer"**

**"Customer"**

**Sangamon County Circuit Clerk**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**6.0 PRIMARY CUSTOMER CONTACT FORM**

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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:** \_\_\_\_\_

***Primary Contact:***

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

***Billing Contact:***

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

