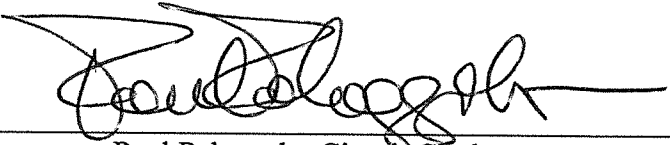Resolution # 20-1

WHEREAS, the Sangamon County Circuit Clerk received approval from the Supreme Court to implement an Electronic Citation program in September 2015; and,

WHEREAS, the Sangamon County Board authorized the Circuit Clerk to contract with Saltus Technologies to provide this service agreement known as digiTICKET; and,

WHEREAS, the Municipalities(Villages) within Sangamon County and their Police Departments will need to execute an Intergovernmental Cooperation Agreement with the County of Sangamon before deployment of the services; and,
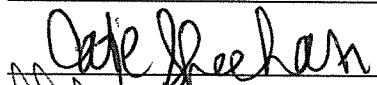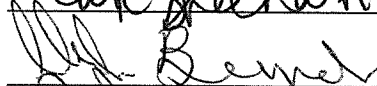
WHEREAS, the Village of Riverton executed and signed their respective agreement; and,

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 12th day of June, 2018, hereby accepts this agreement, and authorizes the County Board Chairman and the Circuit Clerk to execute this agreement with their respective signatures.

_____
Paul Palazzolo, Circuit Clerk

Courts Committee

_____, Chairman

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

FILED

June 0 8 2018

Sangamon County Clerk

RECEIVED
2660

JUN 0 4 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

ORDINANCE CERTIFICATE

STATE OF ILLINOIS   )
) SS

COUNTY OF SANGAMON   )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Riverton, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. *18-006*, adopted by the President and Board of Trustees of said Village on the *16* day of *April*, 2018, said Ordinance being entitled:

AN ORDINANCE APPROVING AN
INTERGOVERNMENTAL COOPERATION CONTRACT

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this *16* day of *April*, 2018.

_____
Village Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
SANGAMON COUNTY, ILLINOIS, THE SANGAMON COUNTY CIRCUIT CLERK,
THE VILLAGE OF RIVERTON ILLINOIS, AND THE
RIVERTON POLICE DEPARTMENT
FOR ELECTRONIC CITATION SERVICES

This Agreement (the "Agreement") is made as of this *16th* day of *APRIL*, 2018, ("Effective Date"), pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), by and between the County of Sangamon, a body politic and corporate ("County"), the Sangamon County Circuit Clerk's Office ("Circuit Clerk"), the Village of Riverton, a municipal corporation, ("Village") and the Riverton Police Department ("Agency").

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services;

WHEREAS, 705 ILCS 105/27.3c provides for the assessing of a certain amount from each traffic citation issued under state law for the sole purpose of implementation of electronic citation services;

WHEREAS, the Sangamon County Circuit Clerk through open bid has provided electronic citation services pursuant to contract with Saltus Technology, LLC, ("Saltus") a solution which complies with all standards approved by the Sangamon County Circuit Court Clerk and the Chief Judge of the 7th Judicial Circuit;

WHEREAS, Sangamon County, Illinois ("County") the Sangamon County Circuit Clerk's Office ("Circuit Clerk"), the Village of Riverton, a municipal corporation, ("Village") and the Riverton Police Department ("Agency") desire to arrange for electronic citation services compatible with a unified countywide approach;

WHEREAS, this Agreement is entered into for the purpose of setting forth the terms and conditions of arranging, cooperating and funding electronic citation services;

WHEREAS, it is in the public's interest for the parties to provide for the efficient use of funds made available through state law.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. <u>Term of Agreement</u>. This Agreement is effective from the date first written above and will remain in effect for a period of one (1) year. This Agreement shall be automatically extended for additional one (1) year periods, unless notice of termination is

received at least 60 days in advance of the renewal date. The Circuit Clerk, County or Village may terminate this Agreement upon sixty (60) days written notice to the other party. Neither party is obligated by this Agreement to execute any contract resulting from cooperative efforts unless said contract is approved pursuant to each party's contract approval process.

2.   Costs. In consideration of the rights and obligations of the parties as provided in this Agreement, the Village agrees to allow the Circuit Clerk to retain and disburse in payment of the electronic citation services monthly fee and equipment provided to the Village by Saltus as specified in "Exhibit B" the electronic citation fees payable to the Village pursuant to 705 ILCS 105/27.3e. Should retention by the County of the electronic citation fees payable to the Village be found impossible or otherwise unauthorized, the Village agrees to return any electronic citation fees payable to the Village to the County to be disbursed in payment of the electronic citation services and equipment provided to the Village by Saltus as specified in Exhitit B.
Electronic citation services to include monthly services fees, equipment and replacement of lost, damaged, or stolen equipment previously distributed to the Village as specified in the Circuit Clerk's agreement with Saltus, a copy of which is attached hereto and marked "Exhibit A" and made a part hereof. The County and the Circuit Clerk agree that all statutory funds received shall only be used to pay fees and equipment costs associated with electronic citation services and equipment used by the Agency under the pricing found in the Circuit Clerk's agreement with Saltus a copy of which is attached hereto, marked "Exhibit A", and adopted in its entirety. The Village's continuing fiscal obligation under this Agreement shall be limited to the electronic citation fees payable to the Village pursuant to 705ILCS 105/27.3e regardless of whether the amount of electronic citation fees is adequate to cover the Village's cost to the County and Circuit Clerk for the Village's continued participation in this Agreement for Electronic Citation Services except for any costs occasioned through fault or negligence of the Village or Agency. The County and Circuit Clerk shall be responsible for any costs covered by this Agreement remaining after application of the electronic citation fees payable to the Village. The County also agrees to provide the services and equipment to the Agency as provided for in "Exhibit B" at the cost for services specified in "Exhibit A". The Circuit Clerk agrees to waive payment and collection of all fees and equipment costs that result in costs above those amounts collected pursuant to 705 ILCS 105/27.3 (e) at the time of termination of this agreement. The Village and Agency shall, however, be responsible for any costs occasioned through the fault or negligence of the Agency.

3.   Scope of the Agreement. Through the County's agreement with Saltus, the Agency will be provided with the digiTICKET electronic solution. The service will provide the following:

digiTICKET Software

a. A digiTICKET software license for the term of the Agreement.
b. The software license includes:
    1.   a single web server license which includes access to the administrative website usable by the Agency
    2.   mobile client software licenses for each user
    3.   Additional client licenses can be purchased as needed
    4.   mobile interface licenses for each unit (digiTICKET to New

World Mobile software

c. The software will be provided as-is. This means no new functionality will be developed specifically for the Agency. However, the software will be configured specifically for the proposed usage. Configuration of software includes items such as:

4. Updating the list of violations and bond amounts
5. Updating required fields on the mobile software
6. Updating web server user permissions
7. Creating one custom report
8. Creating at least one electronic data file export for integration

with Court or Records Management System(s).

Software maintenance provided through periodic release updates to the Agency and server software for the term of this Agreement.

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

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 Agency and Saltus mutually agree that the

   useful life of the devices have passed
c. The Agency must reimburse Circuit Clerk for lost, damaged or stolen devices.
   Reimbursement amounts to be determined by Circuit Clerk based on purchase
   price and age of the device.

Implementation and training services will be provided to configure and deploy the digiTICKET solution for the Agency.

4.   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, "on-line" or electronic documentation, and internet-based services ("Software"). Agency agrees to be bound by the terms of this Section 4.0 by installing, copying, or otherwise using the Software.

Grant of Sub-License The Circuit Clerk grants Agency the following rights provided that Agency complies with all terms and conditions of this Section 4.0: a) The Circuit Clerk grants to Agency a nonexclusive license to use copies of the Software, provided that for each individual using the software within Agency's organization, Agency has acquired a separate and valid license for each user device as may be required by Saltus; b) Agency may make and use an unlimited number of copies of any documentation, provided that such copies

shall

be used only for the Agency's purposes pursuant to this Agreement and are not to be republished or distributed (either in hard copy or electronic form) beyond Agency's premises. c) Agency may also store or install a copy of the Software on

a

storage devise, 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 Circuit Clerk may not be distributed to any individual, third party or entity that exists external to Agency's organizations or for any purpose other than use of the Software for Agency's purposes and the purposes expressly authorized herein.

Reservation of Rights and Ownership. The Circuit Clerk through Saltus reserves all rights not expressly granted to Agency in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. All rights to any source code, object coed, related elements and any derivative hereof are expressly reserved. Saltus owns the title, copyright, and other intellectual

property

rights in the Software. The Software is licensed not sold.

Limitations on Decompilation, and Disassembly. 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.

No Rental/Commercial Hosting. Agencies may not rent, lease, lend or provide commercial hosting services with the Software.

Consent to Use of Data. The Village and Agency agree that Saltus and its affiliates may collect and use technical information gathered as part of the product support services provided to Agency, if any, related to the Software. Saltus may use this information solely to improve its products or to provide customized services or technologies to Agency and will not disclose this information in a form that specifically identifies the Agency.

Software Services. This Software License applies to updates, supplements and add-on components of the Software that Saltus may provide to Agency or make available to Agency after the date Agency obtains the initial copy of the Software, unless Saltus provides other terms along with the update, supplement, add-on component.

Not For Resale Software. Software provided by Saltus through the Circuit Clerk, may not be sold or otherwise transferred for value, or used for any purpose other than Agency's application of the Software pursuant to this Agreement.

Export Restrictions. Agency 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-use, and destination restrictions issued by the U.S. and authorization from Saltus.

Termination. Without prejudice to any other rights, the Circuit Clerk or Saltus may terminate the Software License if Agencies fail to comply with the terms and conditions of this Agreement. Such termination shall be effective upon mailing written notice to Agency. In such event, Agency shall ensure that all copies of the Software and all of its component parts are destroyed.

5. Miscellaneous

It is understood and agreed by the parties that:

The Circuit Clerk through Saltus may perform User Acceptance Testing and Training activities remotely, utilizing webinar and teleconferencing technologies.

The County, Circuit Clerk or Saltus will not provide installation services for vehicle docks or mounts.

The Agency 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 RMS system vendors are not included as part of this Agreement .

Saltus will host the digiTICKET application.

6.   On-Going Personnel Support.   The parties shall each provide departmental personnel, or contractual personnel at their discretion and funding, to support the services.

7.   Limitation of Liability.   All liability, loss, or damage suffered by any party as a result of any and all claims, demands, costs, expenses, or judgments arising out of, or relating to, activities of the parties will be the sole responsibility of said party.   Nothing herein will be construed as a waiver by the parties of any governmental immunity as provided by statute or modified by court decision.   No party shall be entitled to recover incidental, consequential or special damages.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE RESPECTIVE PARTIES OF THIS AGREEMENT MAKE NO WARRANTY TO EACH OTHER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES, NOR ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS THEREOF.

8.   Relationship of Parties.   The relationship of the parties is and will continue to be that of independent governmental entities.   No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

9.   Assignment.   This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of all parties.

10.   Governing Law.   This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

11.   Notice.   All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or five (5) business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below:

If to the Circuit Clerk:	If to the Village:
Sangamon County Circuit Clerk	_VILLAGE OF RIVERTON_
Attn: Paul Palazzolo	_ATTN: CHIEF JAMES CURLEY_
P O Box 1299	_1200 E. RIVERTON RD_
Springfield IL 62705-1299	_RIVERTON, IL 62561_

If to the Agency:	If to the County:
RIVERTON POLICE DEPT	Sangamon County

12.   General.

Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County and the Village and their respective successors and assigns.

Integrated Agreement. This Agreement, and its attachments, constitute the entire agreement between the parties hereto concerning procurement, customization, and implementation of the Services; and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

Amendments. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Execution of Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

13.   Nature of Obligations. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the parties. The parties shall cooperate with and abide by all Federal Rules, Regulations, and Certifications required for implementation and continued operation of the services provide under this agreement.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Cooperation Agreement to be executed by their duly authorized officers as of the date first above written.

SANGAMON COUNTY, ILLINOIS   **VILLAGE OF RIVERTON, ILLINOIS**

By: _____
       _____   Its Board Chairman

By: _Thomas F. Roder_
                 Its Mayor

SANGAMON COUNTY CIRCUIT CLERK   _REVERTON_   **POLICE DEPT.**

By: _____

B _James Frawley CHIEF:_

APPROVED AS TO FORM AND CONTENT BY SALTUS TECHNOLOGIES, LLC.

_____

Saltus Technologies, LLC

digiTICKET®
electronic ticketing solution

digiTICKET as a Service Agreement for the:

Sangamon County Circuit Clerk
David Durall

February <u>10</u>, 2016

SALTUS
TECHNOLOGIES

Prepared by:
Eric Fultz, President/CEO
918.392.3902 office
918.810.6807 mobile

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

Submitted in Confidence for the Sangamon County
Please confirm pricing after 60 days from the above date

digiTICKET™
electronic ticketing solution

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:

"digiTICKET Solution as a Service" Price Quote

Item Description	Units	Per Unit	Total Per Month
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.
  - o Saltus will replace defective equipment at no additional cost.
  - o 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

digiTICKET™
electronic ticketing solution

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.

digiTICKET™
electronic ticketing solution

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
      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.

digiTICKET™
electronic ticketing solution

- **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
    - o 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.

digiTICKET™
electronic ticketing solution

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.

digiTICKET™
electronic ticketing solution

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 7th 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.

digiTICKET™
electronic ticketing solution

5.0 SIGNATURE

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.
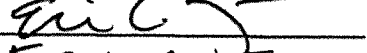
Signatures

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 all parties agree in writing.

"Saltus"

Saltus Technologies, LLC

By: _Eric_

Name: _ERIC C. FULTZ_

Title: _PRESIDENT/CEO_

Date: _2/11/16_

digiTICKET™
electronic ticketing solution

"Customer"   "Customer"

Sangamon County Circuit Clerk

By: _____

Name: __Paul Palazzolo__

Title: __Clerk of the Circuit Court__

Date: __February 10, 2016__

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: ____None Required_____

Tax Exempt Certificate Number: _____E9993-4469-07_____

Primary Contact:

Name: __Ryan Vaughn_____

Address: __200 S Ninth Street, Room 405_____

City: __Springfield__ State __IL__ Zip __62701_____

Phone: __(217) 535-3254_____

Email: __ryanv@co.sangamon.il.us_____

Billing Contact:

Name: __David B. Durall_____

Address: __P O Box 1299_____

City: __Springfield__ State __IL__ Zip __62705-1299___

Phone: __(217) 535-3163_____

Email: __daved@co.sangamon.il.us_____

EXHIBIT B – Equipment
Village of Riverton

The digiTICKET software solution provided to the Village of Riverton will include:

- Two (2) units @ $65/month/unit including:
  - Web server license
  - Two (2) laptop licenses
  - Two (2) mobile interface licenses (digiTICKET to existing RMS)
  - Two (2) 8 ½ x 11" thermal printers
  - Two (2) rugged USB, 2D barcode scanners
  - All necessary charging cables, screen protectors and carrying case
  - 20-year archive-ability thermal printer paper, as needed
  - Periodic software maintenance updates, provided by Saltus Technologies
  - Hardware support and maintenance, provided by Saltus Technologies
  - Implementation and training services, provided by Saltus Technologies