City of Aurora

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Cover Memorandum

File Number: 22-0215

Agenda Date: 4/26/2022 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Resolution

Agenda Number:

TO: Mayor Richard C. Irvin

FROM: Lieutenant Bryan Handell, Police Central Services
Jeff Anderson, Deputy CIO

DATE: 03/14/22

SUBJECT:
A Resolution authorizing an agreement for a five-year subscription for electronic citation and administrative hearing adjudication software from Quicket Solutions, Chicago, IL, for an amount not to exceed $368,400.

PURPOSE:
The City seeks to improve the ticketing and adjudication processes in place throughout the City by recommending bid award to Quicket, the most responsible bidder that could meet the requirements of various city departments. One electronic citation and administrative hearing adjudication system used city-wide will standardize the process among the several city departments that issue citations and ensure they are all adjudicated in to the same standard.

BACKGROUND:
Aurora police officers currently write traffic citations by hand with pen and paper. One citation must be written per violation, duplicating much of the same information on each ticket. The current citation is written on a 4-part carbon copy form: one copy for the court clerk, one copy for police records, and two copies for the violator. Officers must also enter the same data into a separate computer program that tracks traffic stop demographic data required by the state. Personnel at the police department are responsible for submitting the court copy to the correct county clerk's office and manually entering the information from the citation into the police department records management system (RMS).

The Quicket solution allows officers to electronically import driver and vehicle information into a citation or written warning through an included interface with the Secretary of State's office, quickly and easily complete multiple citations or warnings, and quickly and easily complete the state-mandated demographic information. Tickets are electronically

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submitted to the county clerk's office and the police department's records management system via included interfaces. Electronic citations reduce the amount of time officers spend on paperwork and thus the amount of time a citizen would be stopped by police, and they ensure that all copies of the citation are accurate and legible.

In addition to police officers, other city departments issue citations using a variety of systems. These departments, such as Animal Control and Property Standards, would also be able to utilize the new electronic citation system for ordinance violations to create uniformity across city departments as well as one centralized online payment portal.

The Law Department has also been seeking one system to handle adjudication of administrative hearings for ordinance violations throughout the City. The Quicket solution also features an adjudication system that will be utilized for all administrative hearings. With recent police reform legislation becoming law, numerous offenses that were once arrestable will now require the police to issue a citation and release the offender. These offenses will often be charged as ordinance violations, so there will be an increase in the number of ordinance violation citations written, requiring a unified adjudication system. The adjudication system for administrative hearings would also handle automatic generation of notices and the ability to pay fines online in the aforementioned centralized payment portal.

The police department laptops and in-car printers currently will work seamlessly with the electronic citation software.

DISCUSSION:
The city engaged Marketplace.city to find an electronic citation and adjudication solution for the police department and other city departments to replace the largely manual and disparate processes currently used.

Marketplace Process Summary:
- Created Market Landscape with 20+ companies
- Based on the market landscape and City Stakeholder review, Marketplace publicly posted and distributed the Opportunity and Scope Document for vendors to complete in order to be included in the reporting and selection process
- 9 companies responded by the deadline
- City stakeholders reviewed responses and met with 4 potential vendors for deep dive demos.
- City stakeholders finalized Final Proposal Request
- Final Proposal sent to Quicket and DACRA; both responded by deadline.
- City stakeholders reviewed Vendor Final Response Analysis
- Stakeholders provided scoring summary

Quicket was selected as the winner due to its ability to best meet the needs of the various department utilizing it for electronic citations or adjudication.

A Decision Package was approved for account 101-1280-419.38.11 for $250,000 in 2022 and each of the following four years, for a five-year total of $1.25 million for the

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implementation of an electronic citation and adjudication system. The final cost for the solution presented by Quicket was significantly lower and is detailed below:

Year 1: $72,000.00 Software Subscription plus $8,400.00 Training Fee
Year 2: $72,000.00 Software Subscription
Year 3: $72,000.00 Software Subscription
Year 4: $72,000.00 Software Subscription
Year 5: $72,000.00 Software Subscription

5-Year total cost: $368,400.00

The Software Subscription cost includes unlimited users, data storage, 24/7 support, software updates, electronic citation submission and integration with all four counties' Circuit Court and Clerk offices, integration with the police department's dispatch and records management systems, integration to import GIS maps and red light camera violations, and integration to export data for the Finance Department, collection agencies, and IDOT.

IMPACT STATEMENT:
Without a fully electronic citation and adjudication solution in place city-wide, the current varying manual processes will remain in place, resulting in decreased efficiency and increased risk of errors.

RECOMMENDATIONS:
Staff recommends that this resolution be approved.

cc: Infrastructure and Technology Committee

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CITY OF AURORA, ILLINOIS

RESOLUTION NO. _____
DATE OF PASSAGE _____

A Resolution authorizing an agreement for a five-year subscription for electronic citation and administrative hearing adjudication software from Quicket Solutions, Chicago, IL, for an amount not to exceed $368,400

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the

public health, safety, morals, and welfare; and

WHEREAS, a new electronic citation and adjudication solution is desired city-wide; and

WHEREAS, increased efficiency and accuracy in citation issuing and adjudication of ordinance violations is desired; and

WHEREAS, the engaged Marketplace.city to find an electronic citation through Request for Qualifications process; and

WHEREAS, a Decision Package was approved for account 101-1280-419.38.11 for $250,000 in 2022 and each of the following four years, for a five-year total of $1,250,000 for the implementation of an electronic citation and adjudication system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: that the Director of Purchasing shall be and hereby is authorized to execute on behalf of the City, a purchase order and a contract to Quicket Solutions for such subscription consistent with this Resolution and substantially in the form as set forth in the exhibits attached hereto.

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Marketplace.city

Where Local Governments Find, Validate and Procure Great Technology

eCitations Solution
Aurora, IL

Project Overview

BUSINESS CHALLENGE	The City of Aurora has multiple departments that may issue and administer citations to individuals or businesses. This includes Police, Motor Vehicle Parking, Animal Control, Developmental Services, Fire, Development Services, Property Standards etc. This process is often manual, not digitized and conducted differently across departments.
PROJECT BACKGROUND	The City is seeking to implement an electronic citations (eCitations) solution to improve efficiency in the field, administration and records keeping. The focus of the initial solution will be police situations and integrations into the downstream financial and collections systems.

Project Background

The City of Aurora, Illinois is seeking to implement an electronic citations (eCitations) software solution to improve efficiency in the field and records keeping. Aurora Police Department would be biggest user of the solution to allow officers to complete citations electronically in order to reduce time and improve safety and efficiency for officers, courts, and citizens.

Process Overview:

- Created Market Landscape with 20+ Companies
- Created Opportunity and Scope Document incorporating APD developed requirements and summary pre-work
- Reviewed Market Landscape, draft scope and opportunity document with IT, Finance, and APD Stakeholders
- City Stakeholders conducted internal meetings with MVPS, Animal Control, and others to understand cross-department needs with the eCitations Opportunity
- Updated Scope and Opportunity Overview document with requirements from Parking/Revenue and added collaborators to Clearbox from other Aurora Departments.
- Publicly posted and distributed the Opportunity for vendors to complete in order to be included in the reporting and selection process
    - 9 companies responded by Deadline - Raw Data File Here

Vendor Response Summary

	Solution			Pricing		Experience			Other
Company	Solution Narrative	Product UX	Hosted	Model	Annual Price Estimate	# state / local	Public Sector Use Cases	In IL	Notes
365Labs	365Labs Solution Narrative	365Labs Product Visual / UX	Cloud On Site Hybrid	SaaS	• $150,000- $300,000/YR	10-25	• Louisiana State Police • Louisiana Dept. of Wildlife & Fisheries • East Baton Rouge Sheriff's Office	No	
Crossroads Software	Crossroads Software Solution Narrative	Crossroads Product Visual / UX	Hybrid	SW/HW Sale + Maintenance	• $125,000 - $150,000/YR	100+	• Carlsbad Police Department • Irvine Police Department • Modesto Police Department • Anaheim Police Department • Orange County Sheriff	No	No integration w/ TRACKit and AR No Criminal, Animal, Fire Citations
DACRA Technologies	DACRA Technologies Solution Narrative	DACRA Product Visual / UX	Cloud	Use based pricing	• Imp. Costs: (setup/training + Hexagon): $15,000 • Minimum Monthly Base: $3,350 + Additional Ticket Volume Charge (if applicable) • YR 1: $55,200 + additional ticket cost • YR 2+: $42,005 + additional ticket cost	100+	• City of Joliet • Will and Kendall Counties • The City of Elgin • Cook and Kane counties • Hanover Park • Cook and DuPage Counties	Yes	Local to Aurora
iJustice Solutions	iJustice Solutions Solution Narrative	iJustice Product Visual / UX	Cloud On Site Hybrid	SaaS	• Imp. / Integrations: $185,000 - $250,000 • Annual Hosting, Support/Maintenance Subscription based on # citations and users.	1-10	• McHenry County, Illinois • City / County of Broomfield, Colorado	Yes	Local to Aurora
iParq	iParq Solution Narrative	iParq Product Visual / UX	Cloud	SaaS	• First year costs vs. 2nd and 3rd year costs will depend on scoping proposed integrations.	10-25	• Baltimore Parking Authority • City of Brea • City of Santa Monica	Yes	Only Parking Violations
LexisNexis Coplogic Solutions	LexisNexis Solution Narrative	LexisNexis Product Visual / UX	Cloud	Multiple (Use based or SaaS options)	• Imp. $124,020 • Annual Fee $23,000-$40,000/YR (depending on price model)	10-25	• Edmonton Police Service • Michigan State Police • Kentucky State Police • Lansing, MI Police Department • Miami Beach Police Departments	No	
Quicket Solutions	Quicket Solutions Solution Narrative	Quicket Solutions Product Visual / UX	Cloud	SaaS	• Estimated annual subscription: $60,000/YR • No implementation fees • In-person hands-on training billed at $175/hour.	100+	• Lake County, IL (countywide RFP win), • City of Berwyn, IL • Mount Prospect, IL	Yes	
Saltus Technologies	Saltus Technologies Solution Narrative	Saltus Technologies Product Visual / UX	Hybrid	Multiple (SW/HW Sale + Maintenance or SaaS)	• SaaS: $86,400/YR	100+	• New Orleans Police Department • Kansas Highway Patrol • Madison County	Yes	Does not integrate with TRACKit and AR
Tyler Technologies	Tyler Technologies Solution Narrative	Tyler Technologies Product Visual / UX	Cloud	SaaS	• $74,475-$126,059/YR dependent on options	100+	• Austin, TX • Fairfax County, VA • Hays County, TX	Yes	

Process Overview (2/3)

Process Overview:

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- Updated Scope and Opportunity Overview document with requirements from Parking/Revenue and added collaborators to Clearbox from other Aurora Departments.
- Publicly posted and distributed the Opportunity for vendors to complete in order to be included in the reporting and selection process
    - 9 companies responded by 8/11/21 Deadline - Raw Data File Here
- City Stakeholders reviewed the data and decided to meet with 4 potential vendors:
    - DACRA, Quicket, Tyler Technologies, and 365Labs
- After deep dive demos, 2 vendors were deemed qualified to receive the Request for Proposal:
    - DACRA & Quicket
    - Both responded by 1/20/22 Deadline – Raw Data File Here

Final Proposal Response Summary

	Solution		Price & Model			Implementation
	Solution Narrative	*Please describe your approach to integrations with Aurora police RMS(Hexagon) and Accounting/Financial System (Central Square Criminal Justice and Financials version 20.3)*	*5-year cost*	*Pricing Notes*	*Contracts Provided in Documents*	*Timeline*
DACRA Technologies	Solution Narrative	DACRA provides APIs and integrations with various vendors for sharing of data between systems. DACRA will provide RESTful APIs where vendors can either retrieve information from DACRA (such as ticket details, amounts owed, etc.) or post information to DACRA (such as payments made). This simplifies communication between systems and eliminates the need to enter data into multiple programs.	$229,912.53	$5,000 LEADS software integration with Hexagon Monthly rate varies on # of citations Estimate assumes ~1000 monthly citations	• Tinley Park	Go Live May 2022
Quicket Solutions	Solution Narrative	Quicket provides an open API to allow for seamless data exchange between solutions. In addition, Quicket supports all common data exchange formats and transmission protocols (list provided in RFQ response) and will work with the City and vendors to implement the best solution for each integration. Quicket is already completing an integration with Hexagon as part of the DuPage County e-Citation project and has prior experience with Central Square. There is no cost for these integrations.	$300,000	Implermentation included $5,600 training cost additional Unlimited users, devices, citations	• Rockford, IL • Mount Prospect, IL	Go Live 5 months after SOW Execution

Process Overview (3/3)

Process Overview:

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- Updated Scope and Opportunity Overview document with requirements from Parking/Revenue and added collaborators to Clearbox from other Aurora Departments.
- Publicly posted and distributed the Opportunity for vendors to complete in order to be included in the reporting and selection process
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- City Stakeholders reviewed the data and decided to meet with 4 potential vendors:
  - DACRA, Quicket, Tyler Technologies, and 365Labs
- After deep dive demos, 2 vendors were deemed qualified to receive the Request for Proposal:
  - DACRA & Quicket
  - Both responded by 1/20/22 Deadline – Raw Data File Here
- A team of 10 Aurora stakeholders submit scoring templates, which Marketplace.city compiled and placed in the Clearbox
  - Quicket emerges as front-runner based on combined scoring
- Law Department stakeholders host dedicated demonstration with Quicket to confirm system functionality for their department
- Quicket Solutions confirmed as final vendor on 3/11/22

Summary & Final Selection – Quicket Solutions

After using the Marketplace.city process, the City of Aurora Project Stakeholders have selected Quicket Solutions as their vendor for this project. This solution provides a single, easy-to-use platform with extensive capabilities to serve all stakeholders of this project.

DECISION FACTORS

- Experience: Quicket is used by hundreds of Illinois agencies, including within Cook, Lake, and DuPage counties.
- Kane County Integration: Quicket's product comes with a pre-built integration to the Kane County Court System. Most of the Aurora Police Department's citations feed into the Kane County Courts, making this connection essential. Without it, Aurora would incur additional fees and/or a time delay to develop this integration.
- Systems Integrations: The solution also comes with pre-built integrations into critical Aurora systems such as Hexagon and Central Square.
- Simple SaaS Model: The subscription covers an unlimited number of users, devices, and citations.
- Analytics: Quicket provides the ability to drill-down into the data set to generate dashboards and export into desired reports (including heat maps, pie chart, bar chart, etc.).

CONTRACT DETAILS

CONTRACT TYPE	Solution as a Service
CONTRACT DURATION	5 Years
PRICING SUMMARY	$368,400
CONTRACT DOCUMENTS	Quicket Final Agreement

Final Proposal Response Analysis

Solution Overview

Company	Please provide a no more than 2 page Solution Narrative describing your final proposal to the City	Please describe your approach to integrations with Aurora police RMS(Hexagon) and Accounting/Financial System (Central Square Criminal Justice and Financials version 20.3)
DACRA Technologies	Solution Narrative	DACRA provides APIs and integrations with various vendors for sharing of data between systems. DACRA will provide RESTful APIs where vendors can either retrieve information from DACRA (such as ticket details, amounts owed, etc.) or post information to DACRA (such as payments made). This simplifies communication between systems and eliminates the need to enter data into multiple programs.
Quicket Solutions	Solution Narrative	Quicket provides an open API to allow for seamless data exchange between solutions. In addition, Quicket supports all common data exchange formats and transmission protocols (list provided in RFQ response) and will work with the City and vendors to implement the best solution for each integration. Quicket is already completing an integration with Hexagon as part of the DuPage County e-Citation project and has prior experience with Central Square. There is no cost for these integrations.

Pricing Overview

Company	Please complete the pricing template for City of Aurora	5-year cost	Pricing Notes	Please upload any additional or standard pricing you would like to share.	Part of the Marketplace.city process is contract validation. Please upload comparable public sector contracts or quotes for pricing validation.	Contracts Provided in Documents
DACRA Technologies	Pricing Template	$229,912.53	$5,000 LEADS software integration with Hexagon Monthly rate varies on # of citations Estimate assumes ~1000 monthly citations	Additional Pricing Documents	Contract Documents	• Tinley Park
Quicket Solutions	Pricing Template	$300,000	Implermentation included $5,600 training cost additional Unlimited users, devices, citations		Contract Documents	• Rockford, IL • Mount Prospect, IL

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Implementation Overview

Company	Please upload an overview of your proposed implementation including approach and timeframe for Aurora	Timeline
DACRA Technologies	Implementation Overview	Go Live May 2022
Quicket Solutions	Implementation Overview	Go Live 5 months after SOW Execution

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Appendix

Next Steps

- Review Slide 5 (Solution Narratives / Product Examples to understand fit) and deep-dive information
- Email Marketplace.city (Kimberly@marketplace.city) by 9/1 with vendors you are interested in meeting with / understanding in more detail
- Marketplace.city will summarize stakeholder feedback and schedule tentative group meting to align on next steps

Project Background

The City of Aurora, Illinois is seeking to implement an electronic citations (eCitations) software solution to improve efficiency in the field and records keeping. Aurora Police Department would be biggest user of the solution to allow officers to complete citations electronically in order to reduce time and improve safety and efficiency for officers, courts, and citizens. Other departments include but are not limited to Parking, Animal Control and Buildings if a city-wide solution can be found.

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Vendor Response Summary

Summary	Solution	Pricing		Experience
Vendor Summary	Functional / Technical Summary	Models	Price Estimates	Public Sector Experience
9 Vendor Responses	• 2 Vendors do not integrate with TRACKit and AR Solutions • 2 Vendors do not provide all citation types	• 5 SaaS • 1 SW/HW Sale + Maintenance • 1 Use Base (per citation) • 2 Proposing Multiple Options	Ranges from $23,000-$300,000/YR	• All vendors have public sector experience • 5 Vendors have 100+ Public Sector Engagements • 6 Vendors have IL Public Sector Engagements

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Vendor Response Summary

	Solution			Pricing		Experience			Other
Company	Solution Narrative	Product UX	Hosted	Model	Annual Price Estimate	# state / local	Public Sector Use Cases	In IL	Notes
365Labs	365Labs Solution Narrative	365Labs Product Visual / UX	Cloud On Site Hybrid	SaaS	• $150,000- $300,000/YR	10-25	• Louisiana State Police • Louisiana Dept. of Wildlife & Fisheries • East Baton Rouge Sheriff's Office	No	
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Tyler Technologies	Tyler Technologies Solution Narrative	Tyler Technologies Product Visual / UX	Cloud	SaaS	• $74,475-$126,059/YR dependent on options	100+	• Austin, TX • Fairfax County, VA • Hays County, TX	Yes	

Vendor Response Analysis

Solution Overview

Company	Solution Narrative	Product Differentiation	Type of Citations	Other Citation Types	Functions Solution Performs
365Labs	365Labs Solution Narrative	Patented technology and process for ZERO data entry. Connection to NCIC for proactive officer safety.	All Supported	System can create citation for different Agencies using Agency specific statutes and violations. Citations can then be routed to agency specific RMS or/and fines system	All Functions Supported
Crossroads Software	Crossroads Software Solution Narrative	With 30 years' experience, we have a highly developed battery of analytics for breaking down citations into locations, days, violation categories, race, gender, ages, and many other categories including searches for plates, vehicles, and person descriptors. This will allow the City to compare collision and citation data	Parking, Warning, Traffic, Local Ordinance, Prop. Standards Supported N/A: Criminal Citations; Animal Control Related Incidents; Fire Citations		Issuing Citations; Citation Mgmt + Admin, Reporting Supported N/A: Notification; Tracking and Escalations; Payments
DACRA Technologies	DACRA Technologies Solution Narrative	30 years of experience and expertise with Illinois State Statutes and Administrative Adjudication. This, coupled with our proficiency in the Illinois Collection Agency Act (ICAA), provides a solution and service that no other SW vendor can provide.	All Supported	Administrative Tow Citations, Overweight Citations, Electronic Pedestrian Stop Cards	All Functions Supported
iJustice Solutions	iJustice Solutions Solution Narrative	The strength of our iJustice product suite is the integration capabilities.	All Supported	SW customized to support any citation based on a person or entity committing an infraction of a statute, ordinance or policy. (Example: complaints against government personnel)	N/A: Issuing Citations
iParq	iParq Solution Narrative	iParq's system tracks each citation from the moment it's started on our handheld or once scanned for handwritten citations all the way through the citation life cycle.	Only Parking Supported N/A: Warning Citations; Traffic Citations; Criminal Citations; Local Ordinance Citations; Animal Control Related Incidents; Fire Citations; Property Standards		All Functions Supported
LexisNexis Coplogic Solutions	LexisNexis Solution Narrative	Coplogic is offering a flexible, "hardware agnostic" solution that integrates both eCitation and eCrash functionality in single platform to operate more efficiently.	All Supported	Supports State of IL-required forms, including Overweight Citations (for commercial vehicles), DNR Citations, Civil Law Citations. Solution features flexible, self-service forms development functionality that will enable users to quickly build custom citation forms	Issuing Citations, Reporting Supported N/A: Citation Mgmt + Admin; Notification; Tracking and Escalations; Payments
Quicket Solutions	Quicket Solutions Solution Narrative	Illinois-headquartered Company has designed and developed a modern cloud-based and device-agnostic platform from the ground-up specifically with Illinois agencies. Quicket provides most widely used eCitation solution in the State	All Supported	Supports all code-enforcement related citations and useful forms including electronic crash reporting, tow reports, courtesy notices	All Functions Supported
Saltus Technologies	Saltus Technologies Solution Narrative	Flexibility and Customer Support. As described previously, digiTICKET is extremely flexible and can be configured to meet the specific needs of each	All Supported	Highly configurable and supports the ability to issue multiple types of tickets, by agency, in each deployment. Most deployments in IL include multiple law enforcement agencies. Many are county-wide.	N/A: Payments
Tyler Technologies	Tyler Technologies Solution Narrative	Runs on any device with Android, iOS, or Windows OS (handheld, cell phone, tablet, laptop/MDC. - Backend architecture is a configuration interpreter rather than hard coded for one single function. - Can interface with any system Configured to meet each customer's exact specifications, not a one size fits all	All Supported	Any type of citation or form can be configured Additional Citation available: overweight and measure; Stop data; eCrash and Crash Diagramming; Tow reporting; Fare enforcement' Vehicle information forms; Equipment check-in/check-out	N/A: Payments

Functional Overview

Company	Mobile Ready?	How solution supports customizations and supervisor approvals	How Citation Issuer selects citation type	If provides administration, describe how it supports Citation Mgmt	Product / visual / screen captures
365Labs	Mobile Application	Customizations - Customizable Ticket Format - State/Agency Specific Ticket Printouts - Customizable Warning Format - Customizable Temporary Permit - Custom Statuses, Ticket Numbers, Shifts, Statutes, Max Statutes, Default violations, Favorite Statutes, Favorite Locations Supervisor Approvals: The 365 Traffic Management system included with the eCitation Solution allows Supervisors to manage tickets once they have been issued. Smart workflows automatically route tickets for supervisor review and approval. Once approved, the tickets can be automatically sent electronically to the prosecutor/DA/Courts.	The screen has easy buttons to pick the type and then guides the user through the process to pick the correct statutes that can be searched with free text search or Statute code. If DMV connection is available it can also in Realtime automatically determine violations such as expired registrations, insurance, expired or suspended driver license, etc.	Citation management includes approvals, workflows, escalations. Notices and appearances are managed under Fine and Collections module.	365Labs Product Visual / UX
Crossroads Software	Mobile Application	Fully configurable; drop-down lists for violation codes, court dates/time, hair color, eye color, user permissions, vehicle makes and models, etc. Changing configuration items is accessible by users with permissions and are automatically pushed to all workstations and mobile devices An approval process is available (one-step) - this feature is configurable and can be disabled. If the approval process is enabled, citations do not get batched for court, RMS, or other exports/interfaces until approved.	For moving, parking, local ordinance, and property standard citations, Crossroads uses a single application - users simply pick the appropriate option for the type of cite they wish to write. Options for citations are managed by permissions; users log in with device credentials (can also be managed by LDAP/AD) and will see options for certain cite types.	Using the Crossroads Citation Management software, users can search for and print cites, create Notice of Corrections/Amendments, batch exceptions for court, and manage configurable items within the system (only those with assigned permissions).	Crossroads Product Visual / UX
DACRA Technologies	Mobile Optimized Site	DACRA software is designed to be customized to each user's position and responsibilities. This customization includes identifying specific user roles and permissions based off supervisor approval such as those users who may or may not be CJIS certified. There is additional supervisor approval customization related to administrative tows and vehicle impound releases. During the onboarding and configuration process the DACRA team will work closely with supervisors to determine areas of the software they would like tailored to Aurora's workflow, including fields that can be defined as mandatory, which helps to reduce human error during citation issuance and ensures all required data is captured.	The citation issuer will be able to select the DACRA tab that describes the type of ticket they wish to issue from the home screen. Multiple tickets can be issued to the same violator/property by using the "companion" feature which allows user to issue multiple tickets by clicking a tab and printing. 1. Quick/mobile ticket used with iPads/mobile printers 2. State tickets 3. Pedestrian Stop cards Adjudication Tickets: Parking ticket; Animal ticket; Compliance/local ordinance ticket; Administrative tow ticket and tow receipt combined; Tow receipt; Abandon tag; Parking ticket and abandon tag combined; Parking ticket and tow receipt combined;	Our software aligns with the statutory components of Illinois Administrative Adjudication for both vehicular and non-vehicular violations. Once the first notice (the eCitaion) is issued, the software logic is triggered to generate the second notice (5.11-2083) to be mailed 14 days prior to hearing date. At the hearing, all evidence, historical data and dates of notice(s) plus violation ticket or group of tickets can be viewed There is three escalation options Aurora may institute in the software so fees can automatically be assigned three times prior to a ticket becoming eligible for collections Issuing an eCitation: Tickets can be issued by using either a mobile device such as an iPad and portable printer or in squad/vehicle. Mobile ticking will use License plate recognition, and GPS location allowing officer to issue parking tickets with 3 simple clicks.	DACRA Product Visual / UX
iJustice Solutions	Mobile Application	Our software is configurable and customizable to meet your approval workflows. We will interview your supervisors and customized the exact approval process that you envision.	Not applicable.	Will serve as the central hub for all eCitation processing. Citations can come in from various sources in various formats if required.. Citations eligible for online payment will be available through the online payment portal	iJustice Product Visual / UX
iParq	Mobile Application	Bundles several scalable controls for user access security to ensure only authorized personnel can access the system. A unique log in ID and password is given to each of your staff members, and this individual account reflects the access defined for that user. User level management allows your organization to grant varying levels of access rights and security privileges,	All citations are written on iParq's handheld citation software and transferred to the system in real time. Pictures are uploaded to the system at the same time as the citation details and are available online to the violator, vastly reducing the amount of appeals received by iParq clients. The system is flexible / set up to meet or exceed your photo evidence needs.	The iParq system tracks citations from issuance through adjudication and collection. No citations are ever "lost," regardless of what part of the process a citation may be in. iParq's aging action triggers are configurable and will be set according to the business rules of the City. Once set up to comply with the California Vehicle Code (VCV) requirements, they may only be changed at the sole discretion of City.	iParq Product Visual / UX

Functional Overview

Company	Mobile Ready?	How solution supports customizations and supervisor approvals	How Citation Issuer selects citation type	If provide administration: describe how it supports Citation Mgmt	Product / visual / screen captures
LexisNexis Coplogic Solutions	Mobile Application Mobile Optimized Site	Coplogic is proposing a highly configurable eCitation solution that features integrated platform technologies and flexible forms development tools. It will enable APD to: - Quickly build custom forms specific to APD's needs. - Design routing and supervisor approval processes in line with workflows - Create automated notifications to ensure no report is lost or bottlenecked Build custom roles/user groups to ensure data is available for informed decision making.	The system enables users to create new reports by entering data on a report form template that their agency has created. APD's designated administrative user(s) will have the ability to create form templates tailored to APD's needs. The most commonly used templates are crash and citation (UTC, overweight, civil law, DNR citation), other examples include impound sheet, tow form, etc. To create a report, users can click on the "Create New Report" or "New Reports" links. A wizard-based approach divides the form into logically progressive sections. The user interface (UI) then guides the officer through completing the various sections of the form by selecting the citation type	Our solution is going to be compatible with the existing parking administrative system. Additionally, the City could export data from our solution for ingestion into a parking management system to facilitate notices, escalations, etc. related to parking and ordinance violation tickets.	LexisNexis Product Visual / UX
Quicket Solutions	Mobile Application Mobile Optimized Site	Nearly every aspect of the Quicket Platform is configurable to ensure that all forms match the desired formatting and include appropriate legal language. The backend records management of eCitation data can also be configured to support many different sort/search functionalities and layouts. Quicket is also a permission-driven system that provides the ability to create groups with one or multiple permissions and then assign users to one or multiple groups. This enables supervisor approval workflows to be built out, including different workflows for each department	Quicket is a permission-driven system with the concept of groups (with one or multiple permissions) and assigning each person to one or multiple groups. The citation issuer is first typically assigned permissions that allow for one or multiple citation types to be written. As an example, a parking enforcement employee would be able to write a parking eCitation but not be able to issue a fire or property standard eCitation. If the person logging in has the ability to choose from multiple citation types, the option will be presented in the interface. Upon selection, the appropriate fields and drop-down options will appear. This will ensure that the eCitation is filled out appropriate with the correct violation code/description and other details	Quicket is a one-stop-shop that is trusted by agencies across Illinois to provide robust functionality without requiring any 3rd party-solutions. Once an eCitation is submitted, the data automatically is transmitted to the Quicket cloud for citation management including the ability to immediately pay online (if applicable) through Quicket's no-cost integrated payment processing solution. Quicket also supports phone (IVR) and complete cashiering capabilities for accepting in-person and by-mail payments.	Quicket Solutions Product Visual / UX
Saltus Technologies	Mobile Application Mobile Optimized Site	When tickets are synched from the digiTICKET mobile client software to the web application, the tickets are automatically placed in a queue for approval. Users with appropriate permission (supervisor in this case) can then review and approve the tickets. Note that users without this level of permissions cannot access the "approval" function in the web application. When the user approves the tickets, the time, date and user information is logged in the software. Once tickets are approved in the system, they are then (typically) automatically exported to the Circuit Court. Please note that the approval process is optional and the process flow, type of user, automatic export, etc. is all configurable	Once logged into the digiTICKET client software, the officer can start a (new) ticket. This can be accomplished by scanning a driver license or selecting a person and/or vehicle from a previously run query in the RMS/CAD mobile software. Once the ticket is started, a "Stop Type" can be selected. If CITATION, then the officer must then complete the "Violations" portion of issuing ticket(s). On this form, the "Ordinance Type" is selected from a drop-down list (defaulted to STATE STATUTE). Other citations types such as OVs and Overweight tickets would also be available from the drop down list.	digiTICKET does not support administration tasks such as payments. Once the ticket data is exported/delivered to the CMS or other administrative (OV) backend system, the ticket data for each ticket in the digiTICKET database (accessed via the web application) is locked down and is no longer editable.	Saltus Technologies Product Visual / UX
Tyler Technologies	Mobile Application Mobile Optimized Site	Brazos will be 100% tailored to the meet the needs of each customer. Every aspect of the project (tasks, screens, print jobs, business rules, fields, etc.) is laid out exactly to your requirements and workflow. Citations are written on either laptops or handheld devices, uploaded to a central server, and further processed for integration in the RMS and court systems according to the workflow process defined by the customer. The information that resides on the central eCitation server is provided for reporting and analytical purposes. All departments can have separate configurations, logins, rules	Upon logging into the Brazos app on the mobile device, the user will select the type of citation to be issued. Once a task (citation type) has been selected, the user will be provided a list of violations to select from. This will be configured according to the City's specifications.	Brazos feeds the citation record to the court system (Tyler's Incode Court) for adjudication. The record can then be sent electronically to the receivables system (Tyler's Munis). For the purposes of this proposal, Tyler has included interfaces to the City's existing administrative systems as well as optional interfaces with other Tyler systems, should the City wish to replace the existing sytems.	Tyler Technologies Product Visual / UX

Technical Overview

Company	Integrate w/ Hexagon RMS/ CAD?	Integrate w/ TRACKiT and AR	Other Integrations Supported / approach to Integration	HW Requirements	Integrate with all HW needed for eCitations?	Allow for electronic Submission to Courts?	Hosted
365Labs	Yes	Yes	The system creates XML and CSV files that can be imported by or integrated by any system. It will require integration cooperation by receiving systems vendors.	System requires Android based devices, which we can provide. The desktop version runs on Windows 10 and newer PCs. It does not require a browser.	Yes	Yes	Cloud Based On Site Hybrid
Crossroads Software	Yes	No	Exchange files for any interface, such as court or RMS, can easily be created and dropped in any location for other systems to read/import. Crossroads understands the importance of and values data exports to a wide variety of other systems and applications, which is why we have made interfaces within the software relatively easy to set up. This allows us to provide this feature at a reasonable cost and deliver it in a swift time frame.	Device agnostic; it is available on Windows, iOS, or Android devices. It runs on Windows workstations with Windows 7 or later. The software is compatible both with Zebra and Brother printers. The following only applies if the City of Aurora prefers to host the data: Recommended Server Specifications for Crossroads Software System server Processor: Intel Xeon series; 5500 or higher, 2.0 GHz or faster or 2 Core VM Server RAM: Minimum 8GB OS Hard drive: 160GB 10K RPM SATA or larger Data Hard drive: 100GB 7.2K RPM SATA or larger SQL Server 2012 or higher OS: Windows Server 2008 or higher 64-bit App Server Running IIS Windows Server 2012 or newer 8GB Ram 2 or more Cores, 100GB available Storage Recommended Workstation Spec for Crossroads Software Collision Report Writer Processor: Intel i5 or better RAM: Minimum 4GB Hard drive: 100GB 7.2K RPM SATA or larger OS: Windows Window 8 or Higher	Yes	Yes	Hybrid
DACRA Technologies	Yes	Yes	DACRA integrates with various third-party systems. These include CAD, RMS, Financial and other software solutions. DACRA provides multi-directional APIs, including, for instance, delivery of ticket information from DACRA and posting of payment information into DACRA. Additionally, DACRA has developed bespoke integrations with a number of LEADS vendors (Hexagon, Motorola, ID Networks, IPSAN) to take in people/vehicle information from LEADS queries in order to pre-populate citations.	DACRA offers a fully web-based solution. There are no server requirements for the municipality. In order to use the DACRA software, an internet connection is required. The software can be accessed on laptops/desktops using either Chrome or the latest version of the Microsoft Edge browser. Additionally, ticket-issuing may be completed on either iPad tablets using the Safari browser, or Microsoft tablets using Chrome or Edge. In order to print tickets from laptops, either Brother RJ4040 or RJ4250WB or Zebra ZQ520 or Zebra ZQ521 are typically used. To print using an IPad, the aforementioned Brother printer models are compatible. To print using a Microsoft Surface tablet (Surface Pro) or Zebra tablet (L10, ET51, R12), the aforementioned Zebra printers are compatible.	Yes	Yes	Cloud Based
iJustice Solutions	Yes	Yes	For clarification of 4.3.1 to 4.3.3, we currently do not have integrations to those systems implemented, but we do have the capability to integrate to those systems and have integrated to similar systems. We have indicated "Yes" for those integrations as they will be included in the bid price and no additional costs will be required. Just as you want to offer additional business services to your customers, we look at the technical infrastructure as providing a technical service layer that will enable your current and future integration needs as well as any data service you require. This project will lay the ground work for that service layer. The service layer will provide the capability to exchange data in various formats and protocols including Soap web services, Restful web services, flat file, email, etc.	If the city chooses to go with the hosted solution, no hardware is required. If the city decides to go with an on premise or hybrid solutions, our suite will run on Linux or Windows servers. MS SQL server is required for on premise implementations. Our software runs on Edge (chromium engine), Chrome, Firefox and Safari.	No	Yes	Cloud Based On Site Hybrid
iParq	Yes	Yes	iParq is first and foremost a software company. Both real time and batch file interfacing are available, depending on the needs of the City, interface capability of the external application, and the desired outcome of the integration. iParq interfaces with a multitude of external applications utilizing existing or creating APIs, or through SFTP.	As a cloud-based system, iParq's database is available 24/7/365 and is accessible from any Internet compatible device. Being available on the web ensures your students and staff always have access to the data and modules they need to complete their permit purchases or job requirements. Parkers have access to the website 24/7/365 as well. iParq rarely has any downtime, including scheduled downtime, which is always performed at non-peak hours.	Yes	Yes	Cloud Based

Technical Overview

Company	Integrate w/ Hexagon RMS/ CAD?	Integrate w/ TRACKiT and AR	Other Integrations Supported / approach to Integration	HW Requirements	Integrate with all HW needed for eCitations?	Allow for electronic Submission to Courts?	Hosted
LexisNexis Coplogic Solutions	Yes	Yes	Coplogic is capable of supporting integrations with many different kinds of third-party systems. We would welcome further discussion so that we can understand the other existing systems that the City uses and explore how we can enable our eCitation solution to integrate with systems over time. To facilitate the ingestion of citation data into records management systems (RMS), court, and other third-party systems, our customary approach is to make data files available in our universal format (XML and/or JSON). Since these formats are non-proprietary, agencies can then use their preferred extract, transform, and load (ETL) tool to transform the data into their desired destination format. This approach would enable the City to ingest our solution's citation data into the Community Development 19.3.9 (TRAKiT) and NaviLine 20.3 for Accounts Receivable systems. The City could work with CentralSquare Technology to transform our data and load it into those systems. If CentralSquare was unable or unwilling to transform the data, then Coplogic would encourage the City to facilitate a joint application design (JAD) session that includes the City, CentralSquare, and Coplogic	To access our solution, a modern Internet browser (such as Chrome, Microsoft Edge, Firefox, or Safari) is required. Users need a PDF viewer. We support versions n-1 of the latest Windows, iOS, and Android operating systems. We recommend at least 8GB of memory on Windows devices, running Windows 7 or 10, and at least 200MB of disk space.	Yes	Yes	Cloud Based
Quicket Solutions	Yes	Yes	Quicket offers the most modern solution, including an open API to allow for seamless data exchange between solutions. Quicket has extensive experience working with CAD, RMS, court case management systems, GIS, finance systems, payment systems, etc. Supported Data Exchange formats: XML (National Information Exchange Model "NIEM" Compliant)JSONYAMLREBOLGellishSeveral standard Windows basic file formats such as Excel, .csv, .txt etc. Supported Data Transmission protocols: SOAP: Standard Object Access ProtocolREST: Representational State TransferFTP: File Transfer Protocols	Quicket is device agnostic and its patented technology can be deployed on any device and major operating system including iOS, Android, and Windows. Quicket provides both dedicated applications for each operating system to ensure offline support as well as a web-based application. Web-based app can run on Chrome, Edge, Firefox, or Safari.	Yes	Yes	Cloud Based
Saltus Technologies	Yes	No	Saltus has integrated digiTICKET with the (Integraph) Hexagon RMS multiple times. This includes an export of digiTICKET data to the RMS backend database as well as a mobile interface between the MPS mobile software and the digiTICKET mobile client software. The mobile interface allows digiTICKET to access person and vehicle return data from queries run through the MPS mobile software. digiTICKET parses the data and inserts data into the appropriate fields Saltus has never interfaced with the TRAKiT software. Saltus's approach to 3rd party interfaces is to meet the requirements of the 3rd party. If the TRAKiT software offers an import function or APIs, Saltus will develop the digiTICKET data export/interface to meet those requirements. Central Square will not be required to do anything non-standard to receive digiTICKET data. As mentioned above, Saltus typically interfaces the digiTICKET mobile client software to 3rd party RMS or CAD mobile software. This allows digiTICKET to pre-populate person and vehicle information from previously returned data from the 3rd party mobile software. Additionally, Saltus can implement multiple exports/interfaces to 3rd party solutions on the Court and Records side. Also, as mentioned above, Saltus will configure data exports and interfaces to meet the requirements of the 3rd party solution. Saltus never requires other solutions to change the way they typically import or interface with other solutions such as digiTICKET.	The current version of the digiTICKET mobile client is a Windows application. It currently requires a Windows based laptop or tablet (including Getac). As mentioned previously, Saltus is currently in the latter stages of developing a new digiTICKET client that utilizes cross-platform technology and will support Windows, Android and iOS devices when complete (expected by end of 2021). digiTICKET supports the use of any printer (including Brother PJ7 and Zebra RW420) or barcode scanner (external or integrated).	Yes	Yes	Hybrid
Tyler Technologies	Yes	Yes	Brazos was built on the idea that we would always be interfacing with other systems, and we have built an import/export wizard that allows new interfaces to be implemented very easily. Brazos can access Open Database Connectivity (ODBC)-compliant databases, XML-based Application Programming Interfaces (APIs) and file-based import/export methods for moving data to and from other applications, including legacy systems. In support of this integration, we offer our Total Tyler Solution. The Total Tyler Solution encompasses the full spectrum – from citation issuance to adjudication to online payments, financial, and legal functions. By utilizing not just eCitation for all forms of ticket writing but also our Incode Court Case Management and Adjudication, Munis Enterprise Records, and EnerGov for Civic Services, the City would get an integrated solutions that connect departments, agencies, and jurisdictions better than any other solution in the market, all with no additional development or maintenance fees	Tyler's Brazos solution is entirely web-based, so all that is required to access the reports and system administration is a web browser and the appropriate security access to the City's intranet and the Brazos system (defined and controlled by the City). The following web browsers are supported: Microsoft Internet Explorer 9-11/Edge, Google Chrome (latest version), Firefox (latest version), Apple Safari	Yes	Yes	Cloud Based

Prior Experience

Company	# state / local	Public Sector Use Cases	In Use in IL	IL Use Cases	References
365Labs	10-25	• Louisiana State Police • Louisiana Dept. of Wildlife & Fisheries • East Baton Rouge Sheriff's Office	No		References
Crossroads Software	100+	• Carlsbad Police Department • Irvine Police Department • Modesto Police Department • Anaheim Police Department • Orange County Sheriff	No		References
DACRA Technologies	100+	• City of Joliet • Will and Kendall Counties • The City of Elgin • Cook and Kane counties • Hanover Park • Cook and DuPage Counties	Yes	• Cook County Dept. of Administrative Hearings; Northwest Central Dispatch (10 of 11 municipalities); Hanover Park; Joliet; Glen Ellyn	References
iJustice Solutions	1-10	• McHenry County, Illinois • City / County of Broomfield, Colorado	Yes	• McHenry County	References
iParq	10-25	• Baltimore Parking Authority • City of Brea • City of Santa Monica	Yes	• City of Aurora - Permit Management Software	References
LexisNexis Coplogic Solutions	10-25	• Edmonton Police Service • Michigan State Police • Kentucky State Police • Lansing, MI Police Department • Miami Beach Police Departments	No		References
Quicket Solutions	100+	• Lake County, IL (countywide RFP win), • City of Berwyn, IL • Mount Prospect, IL	Yes	• Lake County; City of Berwyn; Peoria; Mount Prospect; River Grove	References
Saltus Technologies	100+	• New Orleans Police Department • Kansas Highway Patrol • Madison County	Yes	• 112 agencies in 20 counties in Illinois: Winnebago County Sheriff's Office; Rockford PD; Sangamon County Sheriff's Office; Decatur PD; Quincy PD	References
Tyler Technologies	100+	• Austin, TX • Fairfax County, VA • Hays County, TX	Yes	• Springfield; Kane County; Kankakee County; Normal; Vermillion County	References

Pricing

Company	Pricing Model	Pricing Model Description	Price Estimate	Standard Pricing
365Labs	SaaS	• Subscription based pricing includes everything - optional HW, SW, Cloud services, Maintenance, Support, Warranty, Updates. • One-time costs will include Implementations and integrations.	• $150,000- $300,000/YR	
Crossroads Software	SW/HW Sale + Maintenance	• Provides site licenses to all its clients with the one-time cost • Annual maintenance and support allows the agency to update their system as new versions become available • Interfaces are generally separate costs	• $125,000 - $150,000/YR	Pricing
DACRA Technologies	Use based pricing	• Set-up, configuration and training fees (one-time): $10,000 • LEADS integration w/ Hexagon(one-time): $5,000 • Base Monthly Fee: $3,350 First 500 Adjudication Citations Issued (> 500: $3.00 per citation) • First 500 Warning and State Traffic Citations Issued: (>500: $1.00 per citation) • Integrations included: Web-Pay Integration – Violations Payment.com LLC (Option); Collection Integration - Municipal Collection Services LLC (option); Exporting ticket info to Hexagon RMS using DACRA API's; Importing payment info from NaviLine using DACRA API's; Exporting ticket info to Central Square – TRAKiT using DACRA API's • Optional Additional Integrations: Web-Pay Integration, Collection Integration	• Imp. Costs: (setup/training + Hexagon): $15,000 • Minimum Monthly Base: $3,350 + Additional Ticket Volume Charge (if applicable) • YR 1: $55,200 + additional ticket cost • YR 2+: $42,005 + additional ticket cost	Pricing Pricing Supplement
iJustice Solutions	SaaS	• One-time costs for the project implementation and integrations. • Annual Hosting, Support and Maintenance Subscription based on # citations / # users.	• Imp. / Integrations: $185,000 - $250,000 • Annual Hosting, Support/Maintenance Subscription based on # citations and users.	
iParq	SaaS	• Monthly or annual system maintenance fees. • one time implementation costs based on system set up and desired integrations.	• First year costs vs. 2nd and 3rd year costs will depend on scoping proposed integrations.	Pricing
LexisNexis Coplogic Solutions	Multiple (Use based or SaaS)	• Presenting options for three different pricing models: (1) a model based on the number of sworn officers, (2) a SaaS model, and (3) a usage-based (per citation) model. The presented fees include software licenses, training, and setup.	• Imp. $124,020 • Annual Fee: $23,000-$40,000/YR (depends on model)	Pricing
Quicket Solutions	SaaS	• Software-as-a-service (SaaS) model and provides a "site" license, with no limitation regarding # users or devices. • Single and simple subscription includes all required features, cloud-based storage/compute, 24/7 support, and updates/upgrades. (analyzes variables including scope, city size, # users, etc. to provide a simple subscription price) • There are no hidden costs, as Quicket does not charge "variable" pricing like per eCitation/per adjudication.	• Estimated annual subscription: $60,000/YR • No implementation fees • In-person hands-on training billed at $175/hour.	Pricing

Saltus Technologies	Multiple (SW/HW Sale + Maintenance or SaaS)	• Provides both SaaS and purchase/maintenance procurement options in our pricing/proposals.
		• Primary drivers of pricing:
		• Software licensing;
		  • Client licenses: # computers (laptops/tablets) SW will be installed in
		  • Interfaces: # and type of 3rd party systems SW will need to export/interface to;
		  • Configuration/Professional Service:
		  • Agencies: # agencies that will be included in the final configuration.
		  • Ticket Types: #printed ticket types the solution will produce.
		  • Courts: # different courts the system will need to support.
		  • Training: Type of training required; Train-the-Trainer or end user
		  • Hardware: • Hardware: Number and model of each type of printer, scanner, mount, etc.
			• SaaS: $86,400/YR	Pricing

Tyler Technologies	SaaS	• SaaS model, which includes 300 licenses, interfaces, setup and configuration fees, project management, training.	• $74,475-$126,059/YR dependent on options	Pricing

Implementation

Company	Timeline	Implementation Overview	Resources or information needed from City	Please describe your approach to customer support and tech support
365Labs	4 to 6 months	Full turnkey setup and installation will be provided, including: Configuration of E-Ticket Writer Devices (optional); Configuration of Agency Settings; Ticket Approval Workflow; Ticket Format Setup; User Account Setup for Officers, Admins & Supervisors; Integration with Microsoft Active Directory. A comprehensive training will be provided for officers/staff designated by the agency for the eCitation Software, Traffic Management System, Supervisor Dashboard and Fines & Collections System (optional)	IT team with experience with Microsoft AD and processes project leaders for each department. Various data on Statutes and processes, citation samples, workflows etc. Interfaces documentation and Contacts for 3rd parties	Post go-live, 365Labs provides: Software updates, Ongoing technical support and maintenance, Helpdesk for support of the software. With 20 years of 98% 'Very Satisfied' client surveys, the 365 support team is 100% based in the US and available 24/7/365 for clients. Clients can easily reach their dedicated support team via phone, email or through the online client portal. Standard options for helpdesk support include 8x5 Helpdesk Support and 24/7 Helpdesk Support.
Crossroads Software	4 months	Crossroads project manager provides a project timeline, outlining the different phases, tasks, and owners and then schedules a virtual kickoff meeting to review, answer questions , adjust the timeline as needed. Flexible in implementation and can accommodate installation within a test environment, rollout with beta testers, or other implementation practices	List of stakeholders; sUser ID List (including Officer Names and Badge Numbers); Violation Code Lists; Citation Numbering formats; Court Names and addresses used for citation filing; Court schedule for citation processing; Street Centerline Shapefile	Crossroads provides dedicated support staff available to the City of Aurora to quickly address any issues or questions. Crossroads support staff have direct contact to developers and can escalate issues for immediate attention and collaborate with the development team to deliver fixes swiftly.
DACRA Technologies	6-8 Months	Coordinate with Aurora to most effectively manage the development and onboarding process. In addition to regular working onboarding meetings with each stakeholder, DACRA will hold weekly project status meetings to ensure all parties are kept up to date with the progress of the project. Will deliver Aurora customized step by step training and professional development with teaching methodologies designed to stimulate deeper learner engagement and better comprehension. We build an Aurora sandbox/test site for users to navigate around and practice training right in the site. The Aurora test site supports training new hires and the flexibility to navigate through processes without interfering with live data. Each department using the DACRA platform will receive customized training	Aurora will be provided with tools and explanations for compiling relevant data that need to be set up on the server: personnel; hearing times, dates, and locations; violation codes; municipal seal; verbiage for citations and notices; etc. Required interfaces and connectivity methodologies are agreed upon for connectivity to external systems. Client produces all necessary data for the new system. This data will be provided in an Excel, CSV or other delimited format.	Standard support is included for all our clients at no extra charge during regular business hours, Monday through Saturday, 8:00 am to 5:00 pm CST, via both phone and email (excluding holidays). Aurora will be provided a dedicated email address (Aurora@dacratech.com) to submit any support requests. In addition, for our hosted clients, critical server processes are monitored and supported 24/7/365. Our standard support response process: DACRA Service Request Response Matrix Priority Example Response Time Urgent DACRA critical and time-sensitive component down 15 Minutes High Technical issue impeding time-sensitive work 4 Hours Normal Minor issues and usage or configuration questions Within 1 Business Day For any urgent issues outside of regular business hours, DACRA will respond within two hours. “Urgent” / “High Priority” issues will be prioritized / resolved as quickly as possible.
iJustice Solutions	6 to 9 Months	ISS will assign an experienced and dedicated Project Manager to this initiative. This resource will be responsible for all project phases described below as well as all the business aspects of the project including managing resources, scope and budget and will work closely with the Court. The Project Manager will also be responsible for all technical aspects of the project including requirements, software installation, configurations, customizations, training and interfaces	Business Subject Matter Experts (SME) will be needed for work flow analysis, requirement refinement and testing. We will also need technical documentation on existing interfaces if available as well as API documentation from any 3rd party vendor.	ISS is committed to providing exceptional software support and maintenance to the City of Aurora. ISS’ practice for providing customer service starts with agreements negotiated with our clients. We then tailor our services and support using the tools and techniques available in ISS’ Advanced Technology Solution Center (ATSC) in Schaumburg, IL. ISS has developed a Support Model that includes, at a high level, identification of issues, bug fixes, future enhancements, and software customizations to name a few.
iParq	2-3 Month	A typical implementation includes a custom-build of your website, setting business rules, design of custom templates (citations and letters), data migration, DMV/Nlets integrations, system training (online is standard but in person is an option), 3rd party integrations (LPR, pay stations, etc.); everything a City needs to run their parking. Citation fields are set up for the state’s requirements. If additional fields are required, the iParq Project Manager will work with the City to scope and price custom development.	iParq will employ a dual Project Management (PM) approach that will tightly coordinate activities of the City PM and the iParq PM. Both PMs will approve a written implementation plan, with timelines, milestones, and deliverables pursuant to the requirements of this RFP. Any items, processes or software that need additional scoping will be identified during the kickoff meetings using the detailed implementation checklists.	Client administrators may contact courteous client service members online (24/7/365). Our software support experts are available to the City via email 24 hours a day, and immediate response is available for all iParq clients, Monday through Friday, 7:30 a.m. to 5:00 p.m. Pacific time via a toll free number. Chat, website support, and on-site technicians are also available to you, as needed. City staff may also submit online inquiries directly to the iParq team through the iParq portal using the Contact Us button from the system. iParq staff will receive an immediate notification, and the next available iParq team member will handle your inquiry in a prompt and professional manner

Implementation

Company	Estimated Timeline	Implementation Approach	Please briefly describe resources or information needed from the City during implementation	Please describe your approach to customer support and tech support
LexisNexis Coplogic Solutions	Typically, a matter of months	Coplogic will collaborate with City to identify tasks needed to support the contract. The output of these meetings and discussions will be an Implementation Plan that (1) outlines the City's goals and (2) provides the service and support to confirm all requirements are satisfactorily achieved.	Coplogic would expect the County to assign a project manager and provide representation for officers, IT, contracts/procurement, and other areas as needed. This could entail involving one person from each area, or consolidated representation if someone can stand in for multiple teams.	For our software solutions, Coplogic offers technical support and customer assistance via a toll-free phone number and email. Our support team is available Monday through Friday from 8:00am ET to 8:00pm ET to address issues, queries, or requests for assistance. As needed for critical issues (if any), this team can be available during non-standard hours. Defined processes are in place for on-call support personnel to be available afterhours and on weekends if same-day or next business day support is required.
Quicket Solutions	4-6 Months	Hands-on project management, including in-person visits throughout the process along with at least once weekly check-in calls. The City will have access to Quicket's project boards for real-time updates. Quicket follows agile development methodology, which results in a highly collaborate process to ensure the efficient deliver of the software. Quicket provides in-person training with local project/support personnel with deep experience deploying eCitation solutions to Illinois agencies. Quicket typically conducts "train-the-trainer" Quicket will also provide recorded videos with scenario-based training, a training environment to learn/test the system, comprehensive knowledge base/FAQ.	As a cloud-based solution, implementation of Quicket is very "lightweight" compared to legacy vendors. After the requirements gathering phase, the solution will be configured, tested, and packaged by Quicket staff. The software will be made available over the web so that it will be easy for City staff to download, test, and ultimately deploy to City computers, tablets, handhelds, etc. Quicket will spearhead all conversations with 3rd party vendors and the County courthouses in order to complete the integrations. Quicket will coordinate with the City to ensure Quicket is appropriately "whitelisted" for City computers.	Quicket is the only eCitation vendor that is both based in Illinois and also 100% of its staff are based in Illinois that will be dedicated to this project and ongoing 24/7/365 support. Other vendors have either outsourced support to 3rd party call centers or do not offer hands-on support like Quicket. The City will enjoy Quicket's comprehensive support, which includes 24/7/365 telephone, email, and in-app support plus access to a regularly updated knowledge base, FAQs, recorded webinars, and local user group meetings. In addition, Quicket has local technicians and support representatives that are available to come onsite when needed. Support, including in-person support is provided at no-extra charge.
Saltus Technologies	6 -9 months	The Saltus Solution Delivery Methodology is used for all solution deployments. This is a structured process that ensures that all possible issues and all requirements are jointly identified by Saltus and customer personnel and all system configuration requirements are approved by the customer prior to any work being performed Includes:. Kickoff Meeting:; Requirements Definition; System Configuration; User Acceptance Testing; Training Programs Saltus offers complete training services, documentation, and include Train the Trainer, Groups, and one-on-one instruction; Deployment	Detailed list of data requirements during the initial project Kickoff meeting. These will include: State offenses that the City would like to include in the system; ; Data mapping IDs for each ordinance list, for each system (CMS and RMS) the solution will be interfaced/exported to; Print formats for OVs, Parking and Tow slips; IT/CMS/RMS personnel to assist with testing exports/interfaces and deploying auto-exporters.	The digiTICKET solution is custom configured for each agency and Saltus typically sells all hardware required to support the solution. Saltus supports everything it sells and prides itself on being the most responsive, customer friendly technology vendor in the local government industry. • Saltus provides tier 1 technical support for software and hardware • digiTICKET configuration and installation is completed by Saltus • Standard support responses generally result in a resolution within a day or two, if not hours • 24/7/365 phone and email support are provided as part of the standard maintenance and support agreement
Tyler Technologies	210-270 days.	Due to the length of this response, an Implementation, Training, and Setup Overview is attached as a separate document via email to hello@marketplace.city.	City Project Manager Testing Resources	Due to the length of this response, a Support Overview is attached via email

QUICKET SOLUTIONS, INC.
MASTER SOFTWARE AND SERVICE AGREEMENT

Quicket Solutions, Inc., a Delaware corporation having its principal business offices at 1 S Dearborn St, FL 20, Chicago, IL 60603 (hereinafter referred to as "Quicket"), and the City of Aurora, an Illinois municipal corporation located at 44 E Downer Pl, Aurora, IL 60505 (hereinafter referred to as "Customer"), in consideration of the mutual obligations set forth hereinafter and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. Unless otherwise specifically defined in the body of this Agreement, capitalized terms used but not otherwise defined herein shall have the meanings set forth in **Appendix 1**, Definitions, attached hereto**.**

2. LICENSES. Subject to the terms and conditions of this Agreement, Quicket hereby grants to Customer, and any and all authorized Users, and Customer and its authorized Users subscribe to and accept, a limited, non-exclusive, revocable (for breach) and non-transferable license to access and use the Quicket Solutions Software and Services during the Term (the "License").

2.1 Access and Use Limitation. The Quicket Solutions Software and Services may be accessed and used for the benefit of Customer and its authorized Users only. Without limitation, Customer shall not permit third parties to access or use, the Software, Documentation or other materials related to the Quicket Solutions Software and Services, except as may be required by law or a court order.

2.2 User Details.

(a) Customer shall permit only its authorized employees to register as Users and to use the Quicket Solutions Software and Services. Customer also shall ensure that all such Users comply with the limitations and restrictions in this Agreement.

(b) Only the User who is registered on a given User account may use that account to access and use the Quicket Solutions Software and Services. Customer, in its sole discretion, shall require Users to take appropriate steps, which shall be no less protective than Customer's standard operating procedures governing access to Customer's other information technology systems, to secure their passwords and any other access credentials provided to the User and required for access to the Quicket Solutions Software and Services.

(c) Customer shall be responsible for all activities that occur on any User account. Customer shall notify Quicket promptly of any known or suspected unauthorized use of any User account, User name, or password, and of any other known or expected significant breach of security or confidentiality with respect to the Quicket Solutions Software and Services or Documentation (which shall include the loss of control of any Equipment provided to Customer under this Agreement). For purposes of this provision, "significant breach" shall mean unauthorized access to and unauthorized change or download of any data in the Quicket Solutions Software and Services.

3. DELIVERY OF SOFTWARE. Quicket shall deliver Software in accordance with the project schedule outlined in the Statement of Work (SOW) or on such other date as may be agreed to by the parties. Delivery shall occur (a) by making the Software accessible for download via an FTP site or similar mechanism, or (b) Quicket may deliver the Software as a pre-loaded application on any Equipment provided to Customer under the terms of this Agreement.

4. MAINTENANCE AND SUPPORT SERVICES; UPDATES AND UPGRADES.

(a) Maintenance and support services are included in the Quicket Solutions Software and Services subscription fees and are provided in accordance with Quicket's then current Technical Support Policy which shall be made available on the Quicket Customer Support portal. The current version of the Quicket Solutions Technical Support Policy is attached as **Appendix 2** (the "Support Policy"). Such Support Policy may be amended from time to time by prior written notice (via e-mail, support portal notifications or other available mass communication method, as reasonably determined by Quicket) provided that the Support Policy will not be amended or revised in any manner that results in any material diminution of any maintenance or support during the Term.

(b) Quicket will provide Updates and Upgrades to the Quicket Solutions Software and Services, if and when they are developed, tested and ready for delivery. Updates and Upgrades will be provided without additional charge to the Customer.

(c) Maintenance, repair and warranty service obligations and procedures pertaining to Equipment are set forth on **Appendix 4.**

(d) Notwithstanding anything to the contrary set forth in this Agreement, Updates and Upgrades do not, and shall not be deemed to include the provision of additional services, programs, modules or other expansion of services beyond those to which the Customer has subscribed. Any additional services, programs, modules or other expansion of services shall be included under this Agreement upon execution by the parties of an amendment in accordance with Section 12.4 below.

5. PROFESSIONAL SERVICES. Quicket shall supply Professional Services, as specified in a Schedule and/or a statement of work ("SOW"). The terms for the provision of Professional Services (if applicable) are outlined in **Appendix 3.** Quicket may subcontract Professional Services to third parties, provided that Quicket shall remain solely and exclusively responsible for all performance of the Professional Services under this Agreement and shall be solely and exclusively responsible for all acts and omissions of such subcontractors. Quicket will ensure that all Quicket employees and all subcontractors providing Professional Services will comply with all applicable federal, state and local laws.

6. EQUIPMENT LEASE. Quicket may supply equipment, including but not limited to tablet computers, communication devices, printers, supplies and other accessories (the "Equipment", as defined on Appendix 1) to Customer for use with the Quicket Solution Software and Services. Unless otherwise agreed by the parties, the Equipment shall be leased to Customer

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under the terms and conditions set forth in the Leased Equipment Addendum attached hereto at **Appendix 4**.

7. FEES, BILLING AND PAYMENT.

(a) Customer shall pay Quicket the license, subscription and service fees specified in a purchase order. Customer shall also pay any expenses, as reasonably incurred and approved by Customer in connection with the applicable purchase order. Quicket will include receipts and other reasonable evidence of such expenses incurred with its invoice, and such invoices will be issued to Customer in the course of Quicket's routine monthly billing cycles. Subscription fees for the Quicket Solutions Software and Services and Equipment Lease fees will be invoiced on an annual basis, and Customer will pay such fees in accord with the Illinois Local Government Prompt Pay Act (50 ILCS 505/1).

(b) During the Term, Customer may increase or reduce the quantity of the Quicket Software and Services or Equipment. Customer shall provide written notice of the quantities of Quicket Software and Services or Equipment to be added or removed from the Agreement. Quicket will deliver the additional Quicket Software and Services or Equipment within a commercially reasonable time after receipt of the notice, if immediate delivery is requested, or on a specific delivery date agreed to by the parties. Reductions in quantities shall be permitted four times per year at the end of each calendar quarter. Changes to fees and billing required under this Section 7(b) shall occur on the next regular billing cycle after the additional Quicket Software and Services or Equipment are provided or after the reduction occurs.

8. OWNERSHIP AND CONFIDENTIALITY.

8.1 Quicket Ownership. Ownership of the Equipment, the Quicket Solutions Software and Services (excluding Customer Data), any Quicket-developed Documentation (in whole or in part), and all related Intellectual Property Rights, are the exclusive property of Quicket and its licensors. Quicket reserves all rights not expressly granted to Customer in this Agreement. There are no implied rights. Except as contemplated under this Agreement, Customer shall not (i) use, disclose or provide any Software or related Quicket Documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Quicket's products or business, to any other party, except as permitted under this Agreement or any supporting documentation, (ii) attempt to or knowingly permit or encourage others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover the source code to the Software except permissible by applicable law despite such prohibition, or (iii) use the Quicket Solutions Software and Services for the benefit of any third party without the express prior written consent of Quicket. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software by Customer, authorized Users to whom it makes the Software available, and shall not reproduce on any copies of Software, and not cause or direct the removal of any titles, trademarks, copyright and other proprietary or restrictive legends or notices.

8.2 Customer Ownership. As between Quicket and Customer, all devices (other than Equipment), Customer and other data submitted to the Quicket Solutions Software and Services by Customer ("Customer Data") in the course of using the Quicket Solutions Software and Services, is owned by Customer and shall be considered by Quicket as Customer's Confidential Information, together with any related documentation, copies, modifications and derivatives of the foregoing and all related Intellectual Property rights in the foregoing. Unless it receives Customer's prior written consent, Quicket will not access or use any Customer Data other than as necessary to accomplish the services to be provided by Quicket. There are no implied rights. Quicket shall not (i) use, disclose or provide to any other person any Customer Data or other related Customer documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Customer or Customer's activities, (ii) attempt to or knowingly permit others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover Customer Data or any Customer Confidential Information, or (iii) modify any Customer Data without prior express written consent from Customer. Quicket shall take all commercially reasonable precautions to prevent unauthorized or improper use or disclosure of the Customer Data by Quicket or its employees.

8.3 Confidentiality.

(a) "**Confidential Information**" means non-public information marked "confidential" or "proprietary", or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf to the other party to this Agreement. Confidential information does not include "public records" as defined by the Illinois Freedom of Information Act (5 ILCS 140/1, "FOIA"). Customer Confidential Information includes records that are exempt from public disclosure under FOIA. Quicket Confidential Information includes, but is not limited to, the Software, Quicket-owned Professional Services Deliverables, financial information, product features, product roadmap and other non-public information regarding Quicket's business and products. Confidential Information does not include any information which is or becomes publicly available through no fault of the receiving party; is independently developed by the receiving party without use of the disclosing party's confidential and/or non-public information; or is rightfully obtained without restriction on disclosure through a chain of parties not originating in the breach of any obligation to the disclosing party, or information that is subject to FOIA unless an exemption under the statute applies.

(b) Each party agrees to: (i) use Confidential Information of the other party only as permitted under this Agreement or as requested or directed by a party to this Agreement and (ii) protect the Confidential Information using reasonable measures commensurate with those that the receiving party employs for the protection of corresponding sensitive information of its own, but in any event no less than reasonable care. Without the other party's prior written consent, each party may disclose Confidential Information to (A) its employees who reasonably require access to such Confidential Information in connection with the applicable party's performance or observance of, or exercise of its rights under, this Agreement, (B) in the case of Quicket as the receiving party, on a need to know basis to permitted subcontractors who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, (C) in the case of Customer, on a need to know basis to its third party contractors who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, and (D) on a need to know basis to attorneys, accountants or other professional advisors who are

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bound by an ethical duty of confidentiality; (E) or as otherwise required by applicable law or a court order..

(c) Each party agrees that in the event the other party's Confidential Information is inadvertently disclosed or is compromised, the disclosing party will immediately report the same to the non-disclosing party and work with the non-disclosing party to take any reasonably required steps to mitigate any damage caused by the same.

(d) Notwithstanding any provision of this Agreement to the contrary, any portion of this Agreement required to be made public or available to the public under any applicable law shall be excepted from the definition of Confidential Information.

(e) If a receiving party is required by applicable law, statute, or regulation, subpoena, or court order, to disclose any Confidential Information belonging to the disclosing party, the receiving party shall give to the disclosing party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the receiving party is required to disclose such Confidential Information, it may disclose only that portion of the Confidential Information the receiving party is so compelled.

(f) Receiving party acknowledges that the disclosing party's Confidential Information constitutes valuable proprietary information and/or trade secrets and that release of such Confidential Information in violation of this Agreement may cause irreparable harm for which the disclosing party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation or threatened violation by the receiving party, the disclosing party shall be entitled to injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

8.4 Data Sharing. In the event that any customers of Quicket determine that sharing of the customers' respective Confidential Information or data is likely to be of mutual benefit to the customers and the sharing of information and data can be effected or facilitated through the Quicket Solutions Software and Services without a violation of applicable law, such customers and Quicket may enter into a form of mutually acceptable Data Sharing and Non-Disclosure Agreement providing for the transfer of such information and data between or among such customers and authorizing Quicket to (i) facilitate such transfer, (ii) grant appropriate access to representatives of each customer to the Confidential Information and data of the other pursuant to the terms of the Data Sharing and Non-Disclosure Agreement, and (iii) such other acts as may be reasonably required on the part of Quicket to implement and manage such arrangement, including any fees and expenses associated with such Data Sharing and Non-Disclosure Agreement.

9. WARRANTY; INDEMNITY; DISCLAIMERS.

9.1 Software and Services Performance Warranty. Quicket warrants that for a period of one year following the delivery of the Quicket Solutions Software (the "Warranty Period"), the Software and the Quicket Solutions Software and Services will perform in material conformity with all applicable end user Documentation supplied by Quicket; provided, that the Software and the Quicket Solutions Software and Services are operated in accordance with the Documentation and that Quicket receives a written claim from Customer under this limited warranty within the Warranty Period ("Warranty"). In the event of a breach of this Warranty, at Quicket's election, it shall, at no additional cost to the Customer: (a) replace or repair the affected Quicket Solutions Software and Services so it performs as warranted or, (b) if Quicket is not able to, or determines it is not commercially feasible to repair or replace the same within a reasonable period of time, terminate the License and Quicket Solutions Software and Services and credit or (at Customer's option) refund to Customer the unused, prepaid Quicket Solutions Software and Services subscription fees paid hereunder on a pro-rated basis based on the remaining period in the Term. This Warranty does not apply if Customer or any third party changes or modifies the Software without the written authorization of Quicket or if the defect is caused by use of the Software with third party software or hardware not supplied, supported, recommended or approved by Quicket for use with the Software. Customer will have access to all Documentation related to the Quicket Solutions Software and Services as set forth in the purchase order. The Documentation will describe the functionality and capabilities of the Quicket Solutions Software and Services including without limitation material information required for installation, implementation and support of the same.

9.2 Service Level Agreement. During the Term, the Quicket Solutions Software and Services shall be available for use in accordance with the Service Level Agreement ("SLA"), at **Appendix 5** attached hereto.

9.3 Professional Services Performance Warranty. Quicket further warrants that Professional Services supplied hereunder, or under any future SOW or Schedule, shall be supplied in a professional and workman-like manner consistent with general industry standards reasonably applicable to the Professional Services to be provided. All personnel performing Professional Services under this Agreement or any subsequent agreement will be sufficiently trained and knowledgeable to perform the services required, and shall meet any and all requirements necessary to perform Professional Services that are to be provided by Quicket to the Customer.

9.4 Title Warranty and Indemnity from Quicket. Quicket represents and warrants that it has full legal power and authority to grant the License, provide the Quicket Solutions Software and Services, and (if applicable) the Professional Services Deliverables under this Agreement and any subsequent agreement to the Customer. If a claim is made or an action brought that the Professional Services Deliverables, Software or the Quicket Solutions Software and Services (or any component thereof) infringes a third party Intellectual Property Right, then Quicket will defend Customer, its elected and appointed officials, employees, and agents from, and indemnify and hold harmless Customer against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) Quicket has sole control of the defense and all related settlement negotiations, and further provided that no settlement of a claim binding Customer will be entered into without the consent of Customer; and (iii) Customer reasonably cooperates in any investigation, defense or settlement of such

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claim or action. The Customer may participate (at its own expense, except as described above) in any investigation, defense or settlement of such claim or action. Quicket's obligations under this Section are conditioned on Customer's agreement that if the Software, or the use or operation thereof or of the Quicket Solutions Software and Services, becomes, or in Quicket's opinion is likely to become, the subject of such a claim, Quicket may at its expense, , either procure the right for Customer to continue using the Software, Professional Services Deliverables or the Quicket Solutions Service (as the case may be) or, at Quicket's option, replace or modify the same so that it becomes non-infringing (provided such replacement or modification does not materially adversely affect Customer's intended use of the Professional Services Deliverables, Software or the Quicket Solutions Service as contemplated hereunder). If Quicket determines that neither of the foregoing alternatives are commercially feasible, Quicket may terminate the Quicket Solutions Service and the License as applicable and, in such case, Customer will return any Software and Equipment in its possession or control upon written request by Quicket and Quicket will credit or (at Customer's option) refund the Customer any unearned, prepaid fees for the Quicket Solutions Software and Services. Quicket's obligation to indemnify and hold harmless Customer under this provision shall expire on the fifth anniversary of the termination or expiration of this Agreement. Quicket shall have no liability for any claim based upon (a) use of the Software or service other than as expressly authorized by this Agreement or any subsequent agreement or as contemplated by the Documentation, (b) the combination, operation or use of any Software with materials not supplied by Quicket or authorized for use by Quicket, or not otherwise contemplated by this Agreement or the Documentation, if such claim would have been avoided by use of the Software alone. THE FOREGOING STATES THE SOLE REMEDY OF CUSTOMER AND THE ENTIRE OBLIGATION OF QUICKET WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9.5 Intentionally Omitted.

9.6 Intentionally Left Blank.

9.7 Data Security and Privacy.

(a) Unless it receives Customer's express written consent, Quicket will not give any third party access to Customer Data other than as required to accomplish the terms of this Agreement, as required by law, or as instructed by Customer in writing. Quicket shall (i) institute and comply with industry-standard practices for systems security which are reasonably sufficient to protect Customer Data from improper access, loss, alteration or destruction, and (ii) access Customer's computer systems, if access is provided, only for the limited purpose of, and only for that period of time necessary for, fulfilling its obligations hereunder. Quicket shall maintain (a) a current detailed disaster recovery and business continuity plan and (b) written information security plan, which shall be provided to the Customer prior to the execution of this Agreement; and Quicket shall review and update or otherwise modify as industry-standard practices require such plans not less than once a calendar year during the Term. All updates or modifications to the aforementioned plans shall be provided to the Customer within seven (7) days of Quicket's adoption of a final revision, amendment or restatement of such plan. In compliance with applicable law, but in no less than a commercially reasonable time in accordance with the circumstances, Quicket shall promptly inform Customer whenever it knows or reasonably believes a security breach has compromised, or is likely to compromise, Customer Data and will cooperate with Customer in investigating such breach, including making available all relevant records, logs, and files as reasonably requested by Customer. In the event of any actual breach of data security and unauthorized access to Customer Data, Quicket shall: (i) immediately notify Customer within twenty-four (24) hours of the identification of the breach of data security and (ii) provide a Quicket point of contact, available to Customer by telephone, text or email, with a response time of not more than two (2) hours after delivery of the notice, until such time as the root cause of the data security breach is identified and the vulnerability fixed. All reasonable costs of providing notice to potentially affected persons pertaining to the breach shall be paid for by the party responsible for the vulnerability leading to the breach or otherwise at fault for the breach. The parties shall consult and mutually agree to the list of affected persons and content of any such notices to be delivered to such affected persons; provided, that, if the parties are unable to agree to the content of any notice within a reasonable time after the notice of breach, Customer may determine, in its sole discretion, the list of persons to whom notice is to be sent and the content of such notices. The costs of any remediation and repair to the data security systems and procedures of either Quicket or Customer shall be paid by the party at fault for the root cause of the data security breach. Customers of the Quicket Solutions Software and Services, including Customer, are responsible for ensuring that the nature of the data collected, transmitted through and/or stored in the Quicket Solutions Software and Services and Customer's use thereof shall comply with applicable laws. The parties acknowledge that Customer is solely responsible for populating and entering all Customer Data in the Quicket Solutions Software and Services and Quicket has no control over the integrity of the data collected and input through Customer's use of the Quicket Solutions Software and Services. Customer shall have access to the Quicket Solutions Software and Services in order to store, retrieve or export Customer Data; and upon any termination or expiration of this Agreement, Customer shall be entitled to the Customer Data Access Period for the purpose of allowing Customer to complete a final export of the Customer Data, and thereafter Quicket shall destroy all electronic copies of Customer Data remaining in Quicket's possession, custody or control and purge any media that previously housed the Customer Data. During the Term of this Agreement and the Customer Data Access Period, Customer will have access to Customer Data within the Quicket Solutions Software and Services and will have the ability to download its Customer Data at any time as part of the Quicket Solutions Software and Services functionality. Quicket represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information does and will comply with all applicable federal, state and local privacy and data protection laws, as well as all other applicable regulations and directives.

(b) Quicket shall host the Quicket Solutions Software and Services at a facility that meets the standards of ISO270001 and is certified at least to SAS70 and/or SSAE16 standards, or a substantially similar successor standard, and will have industry standard physical, technical and administrative data security infrastructures in place, and be CJIS approved and compliant. Quicket currently uses Amazon Government Cloud for its third party hosting subcontractor and will not make any changes to a third party hosting subcontractor arrangement that decreases security infrastructure from that in place as of the date of this Agreement. Quicket Solutions Software and

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Services are intended only for use in the United States, and Quicket does not warrant or represent that the Quicket Solutions Software and Services are or will become EU Safe Harbor Certified. In the event Quicket is unable to meet the standards or procure the certifications set forth in this Section 9.7(b), then such event shall be deemed a material breach, and Customer may terminate this Agreement in accordance with its terms.

(c) Transmission of Customer Data through the Quicket Solutions Software and Services shall utilize industry standard and the Federal Bureau of Investigation Criminal Justice Information Services Division certified encryption techniques. In the event Quicket processes or accepts third party payments made to or for the benefit of Customer, Quicket shall meet or exceed all applicable Payment Card Industry ("PCI") standards and maintain PCI certification of its payment application, platform or portal.

(d) If a third party claim or action is brought against Customer as a result of any security breach that results in misuse or improper access to any Customer Data due to Quicket's or its applicable vendor(s) acts or omissions, Quicket will defend, indemnify and hold harmless Customer, its elected and appointed officials, employees, and agents and against such third party claim and any resulting costs, damages and attorneys' fees arising out of or reasonably incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement as a result of such claim, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) Quicket has sole control of the defense and all related settlement negotiations, provided that no settlement of a claim binding Customer will be entered into without the consent of Customer as applicable and provided that Customer may participate in the defense and settlement of any such claim at its own cost; (iii) Customer reasonably cooperates in any investigation, defense or settlement of such claim or action. Quicket shall procure insurance coverage for any claims made by third parties as described in the Section 9.7(c), and Quicket shall provide an endorsement to such insurance policy which names Customer as an additional insured. Such insurance coverage shall be primary and non-contributory as to all other Customer's insurance.

9.8 Viruses and Disabling Code. Quicket shall use commercially reasonable efforts to ensure that Software is scanned prior to delivery to Customer, using industry standard commercially available scanning software, in order to ensure that there are no known computer viruses, malware, or similar malicious code or items in the Software on delivery to Customer. The Quicket Solutions Software and Services, upon delivery, (i) will not contain any back doors, trap doors, worms, or any other disabling devices designed to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services, and (ii) will not permit the access or control of any Customer hardware, network, software or device by any party other than Customer, except as contemplated in the Documentation.

10. LIMITATION OF LIABILITY.

10.1 Damages Cap. Except with respect to Quicket's indemnification obligations under Sections 9.4 and 9.7(d): each party's confidentiality obligations under Section 8.3; or each party's gross negligence or willful misconduct, and except as set forth in Sections 9.2 and 9.3, and regardless of the form of action (whether in contract, tort, breach of warranty or otherwise) and notwithstanding any other provisions of this Agreement: IN NO EVENT SHALL QUICKET'S (OR ITS LICENSORS' OR SUPPLIERS') OR CUSTOMER'S MAXIMUM, CUMULATIVE LIABILITY FOR ALL DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID (AND IN CUSTOMER'S CASE PAID OR PAYABLE) HEREUNDER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAMAGES FOR THE PRODUCT OR SERVICE THAT CAUSED THE DAMAGE.

10.2 Consequential Damages. IN NO EVENT SHALL QUICKET (OR ANY OF ITS LICENSORS OR SUPPLIERS) OR CUSTOMER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusion or limitation may not apply

11. TERM AND TERMINATION.

11.1. General. This Agreement shall become effective upon execution by authorized representatives of both Quicket and Customer (the "Effective Date") and shall continue in effect until the earlier of expiration or termination of this Agreement.

11.2 Termination for Cause. Either party may terminate this Agreement (including any License granted therein), in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days after receipt of written notice from the non-breaching party to the breaching party; provided, however, that either party may terminate this Agreement immediately, and without any opportunity to cure, in the event of a breach of Section 8 of this Agreement.

11.3 Termination for Convenience. Either party may terminate this Agreement for such party's convenience and without cause upon written notice to the other party at least one hundred eighty (180) days prior to the end of the then current Term.

11.4 Effect of Termination.

(a) Upon termination or expiration of this Agreement or termination or expiration of a specific Schedule, Customer shall make no further use of the affected Quicket Solutions Software and Services or Equipment and shall within ten (10) days deliver to Quicket or destroy the original and all copies of such Software and return the affected Equipment to Quicket or make such Equipment available for pick-up by Quicket. Customer may retain a copy of any terminated or expired Software solely for archival purposes. Termination or expiration shall not affect any rights accrued prior thereto.

(b) Upon any termination or expiration of this Agreement, Quicket shall make the Quicket Solutions Software and Services available to Customer during the Customer Data Access Period for Customer to complete a final export of the Customer Data. In the alternative, Quicket may determine to

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provide the export of Customer Data in a form and format reasonably available to or usable by Customer.

12. MISCELLANEOUS.

12.1 Insurance. Quicket has provided Customer with a memorandum of insurance evidencing the policies, coverages and applicable limits of insurance procured by Quicket and in force at the time this Agreement is executed. Quicket warrants to Customer that it will not reduce coverages or limits during the Term.

12.2 Export; Government Restricted Rights. Customer acknowledges that the export of any Software is or may be subject to export or import control and Customer agrees that any Software or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. Customer may request, from time to time, that Quicket provide Customer with reasonably available information applicable to the Quicket Solutions Software and Services to facilitate compliance with this Section 11.2, including applicable export classifications and designations. If Customer or any of its end users are a U.S. federal government end user, the Quicket Solutions Software and Services are a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Quicket Solutions Software and Services are licensed to such Customer and end users only with those rights as expressly provided under the terms and conditions of this Agreement.

12.3 Non-Assignment. Neither party may sell, assign, or otherwise transfer to any third party this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Quicket may assign this Agreement, in whole and not in part, without such consent to an Affiliate or to a successor in interest by merger or acquisition of substantially all assets of Quicket's business. Any purported assignment in violation of this Section will be void.

12.4 Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, supersedes all other oral and written representations, understandings, proposals and other communications between the parties, and is binding upon the parties and their permitted successors and assigns. This Agreement may be modified or amended only by a written instrument executed by the authorized representatives of both of the parties. This Agreement shall apply to all Software and services ordered by Customer or delivered to Customer by Quicket.

12.5 Relationship of Parties. Quicket and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

12.6 Non-solicitation. Neither party may, without the prior written consent of the other party, beginning on the signing of this Agreement and ending six (6) months after the termination of this Agreement ("Covered Period"), directly or indirectly, alone or with others, hire, solicit or assist anyone else in the solicitation of, any employee of the other party or encourage any such employee to terminate his or her employment with the other party. Notwithstanding anything in this Section to the contrary, this Section shall not apply to: (i) Quicket contracting with a Customer employee to provide consulting services on a part-time basis; or (ii) employees of such party responding to advertisements made at job fairs, or in media circulated to the general public at large; or former employees of the other party, who are not employed or retained by such party during the Covered Period.

12.7 Third Party Products. Third party software products and programs supplied or made accessible under this Agreement, including by way of example software that is part of the Service infrastructure such as database, back-up, storage, and firewall software, are licensed under this Agreement for use solely with the Quicket Solutions Software and Services as authorized under this Agreement, and are subject to the confidentiality and non-assignment provisions of this Agreement Certain portions of the Software may include open source or third party program(s) that are subject to the license terms and notifications found in the "About" box documentation included within the Software, as updated from time to time and posted on the Quicket website. Such program(s) are not subject to the warranty and indemnity provisions of this Agreement.

12.8 Intentionally omitted.

12.9 Audit Rights; Usage Verification.

(a) No more than once in any twelve (12) month period, upon thirty (30) days prior written notice to Customer, Quicket shall have the right, for purposes of verification of Customer's compliance with this Agreement, to access the User data within the Quicket Solutions Software and Services. Customer acknowledges that the Quicket Solutions Software and Services may at the date of this Agreement or in subsequent releases include password protection, anticopying subroutines or other security measures designed to monitor the usage of the Software for license management purposes. Under no circumstances may Quicket employ any such measure to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services. Any audit performed shall not disrupt the operations and functions of the Customer. Audits will have minimal to no impact upon the system. Any audit shall not last more than one regular business day of eight (8) hours.

(b) Upon request by Customer, Quicket agrees to complete, within sixty (60) days of receipt, a security audit questionnaire provided by Customer.

12.10 Service Locations. All Professional Services shall be performed within the United States. Customer's Quicket Solutions Software and Services environments, and all Customer Data under Quicket's possession or control, shall be provisioned in Quicket's data center in the United States.

12.11 Miscellaneous. In no event shall either party be liable for any delay or failure to perform under this Agreement, which is due to causes beyond the reasonable control of such party

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and without such party's fault or negligence; provided that the affected party notifies the unaffected party as soon as reasonably possible, and resumes performance hereunder as soon as reasonably possible following cessation of such force majeure event. To the extent that any provision of this Agreement is found to be void or unenforceable, such provision shall be without effect and the remainder of the Agreement shall be enforced to the full extent of the law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State of Illinois without regard to its conflict of laws principles, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transaction between the parties. All notices given under this Agreement shall be in writing. Any notice under this Agreement if delivered by hand, sent by facsimile, or mailed via overnight courier, shall be deemed given on the business day following the sending of such notice, and any notice sent via mail shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

12.1 Marketplace.City Provisions.

(a) Intergovernmental Pricing / "PIGGYBACKING"

This Intergovernmental Pricing Program would be for the use of ANY TAXING BODY in The State of Illinois and the United States of America who should chose to be a part of this program wherever their location. NOTE: The City of Aurora will not be involved in the contracting services by any other intergovernmental unit (taxing body). The contracts, invoices or payments would be entirely between the other intergovernmental units and Vendor. The documents to handle joint purchases will be confirmed by the City of Aurora and Marketplace.city, INC (Marketplace.city), and then distributed to the other governmental units by Marketplace.city.

(b) Marketplace.city Sourcing

The parties acknowledge that: (a) the services provided by Marketplace.city, were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace.city has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from Quicket pursuant to this agreement (such fee, the "Marketplace Fee") to be paid directly by Quicket, (c) the Marketplace Fee will apply only to this contract and the specific term with the City of Aurora and purchases explicitly mentioned in it, not to any existing contracts or future contracts with Quicket, (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement and receipt of payment by the City of Aurora, Quicket will pay the applicable Marketplace Fee, directly to Marketplace within 30 days of such receipt.

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EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Quicket Solutions, Inc.

By:

Name: Christiaan Burner

Title: CEO

Date: 3/28/22

Customer:

By: _____

Name: _____

Title: _____

Date: _____

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Appendix 1

Definition Appendix

"Agreement" means this Master Software and Service Agreement, together with the following documents and any Schedules:

(a) Definitions, Appendix 1
(b) Technical Support Policy, Appendix 2
(c) Professional Services Terms, Appendix 3
(d) Leased Equipment Addendum, Appendix 4
(e) Service Level Agreement, Appendix 5
(f) Statement of Work, dated March 15, 2022.

"Customer Data" means all data submitted to the Quicket Solutions Software and Services by Customer or its authorized Users ("Customer Data") in the course of using the Quicket Solutions Software and Services, including any related documentation, copies, modifications and derivatives of the foregoing and all related copyright, patent, trade secret and other proprietary rights therein.

"Customer Data Access Period" means a period of no less than thirty (30) days immediately following the termination or expiration of this Agreement during which Customer is allowed to complete a final export of Customer Data.

"Documentation" means Quicket materials describing the Quicket Solutions Software and Services, including, but not limited to, product technical manuals and online information (including online versions of the technical manuals) and help facility descriptions.

"Equipment" means any tablet computers, communication devices, printers, supplies and other accessories provided to Customer by Quicket for use with the Quicket Solutions Software and Services.

"Error" means a defect which causes the Software not to perform substantially in accordance with the specifications set forth in the Documentation and which can be reproduced or replicated in regular usage by Customer and Quicket.

"Error Correction" means the use of reasonable commercial efforts to remedy an Error.

"**Intellectual Property**" means technology, ideas, processes, methodologies, innovations, inventions, discoveries, works of authorship, data, know-how, trade secrets, and software and firmware, including source code and object code.

"**Intellectual Property Rights**" means (i) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/continuation, and certificates of invention and like statutory rights; (ii) copyrights, trademarks (including service marks), trade names, logos, domain names, industrial designs; (iii) rights relating to innovations, know-how, trade secrets, know-how of confidential, technical, and non-technical information; (iv) moral rights, mask work rights, author's rights, and rights of publicity; and (v) other industrial, proprietary and Intellectual Property related rights anywhere in the world, that exist as of the date of the Agreement or thereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

"License" means a license to use the Software and/or Quicket Solutions Software and Services, as defined in Section 2 of the Agreement.

"MSSA" means the Master Software and Service Agreement.
"Previous Sequential Release" means a release of Software which has been replaced by a subsequent Release of the same Software. A Previous Sequential Release will be supported by Quicket for a period of only one (1) year after release of the subsequent Release.

"Professional Services" means those services to be provided by Quicket to Customer and which (i) are not specifically included under the Master Software and Service Agreement, and (ii) are set forth in a separate SOW or agreement between Quicket and Customer. Professional Services may include, but are not limited to, set-up services, configuration and/or implementation services and/or other consulting services.

"Professional Services Deliverables" means any software, modifications to software, configurations, documentation, reports or other work product developed and delivered by Quicket to Customer under a Professional Services project.

"Quicket Solutions Software and Services" means the Software and the Quicket Solutions cloud-based hosted service for access to the Quicket web-based and mobile applications as specified in the applicable Schedule, purchase order or other ordering document.

"Schedule" means an addendum, appendix, amendment or other writing titled as a schedule and attached to or included in this Agreement, when signed by both parties from time to time that, when completed, sets forth the features, term, quantities, scope and fees associated with the purchase of a License or Licenses to Software, a Quicket Solutions Software and Services subscription, leasing of Equipment, or the description and fees associated with the purchase of Professional Services under Appendix 3 hereof.

"Software" means the standard version of the software program or programs marketed and licensed by Quicket. Software includes machine readable (object) code, except for certain Software which Quicket may elect to supply in source code format. Software includes any Updates or Upgrades of the Software, as defined in this Appendix, applied by Quicket to the Quicket Solutions Software and Services during the Term.

"SOW" or **"Statement of Work"** means a Schedule or other separate document referencing this Agreement and signed by both parties from time to time that sets forth Professional Services to be supplied by Quicket and which may contain certain other terms related to the provision of such Professional Services, the Quicket Solutions Software and Services and/or Equipment that are agreed between the parties.

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"**Suggestions**" shall mean a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license for Quicket to use or incorporate into the Quicket Solutions Software and Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the operation of or use of the Quicket Solutions Software and Services.

"Support Policy" has the meaning set forth in Section 4.

"Telephone Support" means technical, telephone assistance provided by Quicket to Users. Standard Telephone Support is provided during the hours of 9:00 am and 5:00 pm Central Standard Time, excluding Quicket recognized holidays.

Quicket will provide additional non-standard 24/7 telephone support. Any response to requests for support outside of the standard support hours will be on a six (6) hour response time, measured from the time the call is placed to Quicket.

"Term" means the period commencing on the delivery of the Software and Equipment to Customer and ending to 12:01 am local time on the first anniversary hereof (the "**Initial Term**"); This Agreement shall automatically renew for successive one-year periods, each of which renewals shall be part of the Term, unless either party notifies the other that such party declines to renew the Agreement at least one hundred eighty (180) days prior to the end of the then current Term. Notwithstanding any automatic renewal of the Agreement, either party may terminate the Agreement in accordance with its terms.

"Updates" mean error corrections, fixes, workarounds or other maintenance releases of the Quicket Solutions Software and Services.

"Upgrades" mean new releases or versions of the Quicket Solutions Software and Services that provide enhancements, modifications or improvements to the features or functionality; for purposes of this Agreement, "Upgrades" shall also include new features which are made generally available to all customers purchasing the Quicket Solutions Software and Services and for which Quicket does not charge any customer additional incremental fees.

"User" means an individual who is an employee of Customer with authorized access by Customer to and use of the Quicket Solutions Software and Services the shorter of: (i) during the course of such User's employment with Customer or (ii) the Term.

"Workaround" means a change in the procedures followed or data supplied by Quicket to avoid an Error without substantially impairing use of Quicket Solutions Software and Service.

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Appendix 2

Technical Support Policy

The following details Quicket's current Technical Support Policy regarding the Quicket Solutions Software and Services. Updates to Quicket's Technical Support policies will be accessible at Quicket's website, under "support".

Third Party Software is specifically excluded from the terms set forth in this Appendix (but this exclusion does not pertain to the software interfaces and port-sets developed by Quicket that enable the link between the Software and the Third Party Software).

Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the MSSA to which this Appendix 2 is attached.

1. **SUPPORT SERVICES**

1.1 Coverage. For so long as Customer is current in the payment of the Service Fees under the Agreement between Quicket and Customer, Quicket agrees that it shall use its diligent commercial efforts to provide support services to Customer as follows:

1.1.1 Error Correction and Telephone Support provided to Users concerning use of the Quicket Solutions Software and Service.

1.2.2 Releases, Versions and Updates which consist of one copy of published revisions to the Documentation relating to the Services.

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1.2 Error Priority Levels. Quicket shall exercise commercially reasonable efforts to correct any Error reported by Customer's Qualified Individuals in the current, unmodified release of Software in accordance with the following priority level reasonably assigned to such Error by Quicket:

1.2.1 Priority A Error: means an Error which renders the Quicket Solutions Software and Service inoperative or causes the Quicket Solutions Software and Service to fail catastrophically. Quicket shall promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which Workaround or Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts; (iii) notify Quicket management that such Errors have been reported and of steps being taken to correct such Error(s); (iv) provide Customer's Qualified Individuals with periodic reports on the status of the corrections; and (v) provide Customer's Qualified Individuals with a Workaround or Error Correction.

1.2.2 Priority B Error: means an Error which substantially degrades the performance of Quicket Solutions Software and Service or materially restricts Customer's use of the Quicket Solutions Software and Service. Quicket shall, promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify Customer's Qualified Individuals of the engineers assigned to the Error report; (iii) within one (1) week of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket shall exercise commercially reasonable efforts to include an Error Correction in the next regular Software maintenance Update.

1.2.3 Priority C Error: means an Error which causes only a minor impact or restricts Customer's use of Quicket Solutions Software and Service. Quicket shall (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify Customer's Qualified Individuals of the engineers assigned to the Error report; and (iii) within two (2) weeks of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket may include an Error Correction in the next Version of the Product.

1.3 Other Errors. If Quicket believes that a problem reported by Customer may not be due to an Error in the Quicket Solutions Software and Service, Quicket will so notify Customer's Qualified Individuals. At that time, Customer may: (i) instruct Quicket to proceed with problem determination as set forth below or (ii) instruct Quicket that Customer does not wish the problem pursued at its expense.

1.4 General Telephone Support. For general questions pertaining to the operation of the Quicket Solutions Software and Services or the Equipment, Quicket will provide a telephone help desk number and will respond to calls made by Customers in accordance with the applicable level of support. For all Customers, Quicket's standard level of Telephone Support is provided during the hours of 9:00 am and 5:00 pm Central Standard Time, excluding Quicket recognized holidays. Customers subscribing to the standard Telephone Support shall receive a return call the same day; calls made after 6:00 pm Central Standard Time shall receive a return call the following day. Customers purchasing non-standard Telephone Support will receive a return call within four (4) hours from the time the call is placed to Quicket.

1.5 Limitations of Support. Quicket shall have no obligation to support: (i) Quicket Solutions Software and Service that is not the then current release or the Previous Sequential Release; or (ii) Quicket Solutions Software and Service problems caused by Customer's modification, abuse or misapplication, use of the Software other than as specified in the Documentation or other causes beyond the reasonable control of Quicket.

3. **CUSTOMER'S RESPONSIBILITIES**

3.1 Procedures. Customer shall take reasonable measures to ensure that its Users shall read, comprehend and follow operating instructions and procedures as specified in, but not limited to the Documentation and other correspondence related to the Quicket Solutions Software and Service, and follow procedures and recommendations provided by Quicket support personnel in an effort to correct Errors.

3.3 Notification of Errors. Customer shall notify Quicket of Errors in accordance with the then-current Quicket Error and problem reporting procedures. If Quicket believes that a problem

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reported by Customer may not be due to an Error in the Software or provision of Services, Quicket will so notify Customer.

4. **WARRANTY**

4.1 Limited Warranty. Quicket warrants that Support Services will be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature.

5. **SUPPORT POLICY CHANGES**

5.1 This Schedule sets forth Quicket's policy with respect to the provision of support in force as of the Effective Date. Customer acknowledges that these terms are subject to change in accordance with Section 4(a) of the MSSA.

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Appendix 3

Professional Services Terms

1. SERVICES.

Quicket will provide Professional Services pursuant to Schedule(s) and/or SOW(s) executed by the parties and referencing this Agreement. Unless the parties expressly agree in writing to the contrary, the Professional Services do not include maintenance and/or support services for any Professional Services Deliverables. Customer may separately purchase from Quicket maintenance and/or support services for such deliverables or work product on a time and materials basis as set forth in an applicable Schedule or SOW as agreed to by the parties.

2. CHANGE REQUESTS. Either party may request a change to an SOW or Schedule of Professional Services, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute a new SOW or Schedule.

3. CHARGES FOR SERVICES. Customer shall pay to Quicket the fees set forth in the SOW(s) or Schedule(s) for the Professional Services. Unless explicitly stated otherwise in writing in an SOW or Schedule or any other document, all such listed Professional Services fees are estimates only, and are billed on a time and materials basis at rates agreed upon in writing by the parties for the Professional Services. Quicket will give prior notice to Customer if Quicket reasonably believes the Professional Services will not be completed within the estimate provided and the parties will enter into an appropriate Change Request as necessary and as agreed by the parties. Professional Services will be invoiced in accordance with Section 7 of the MSSA.

4. **SUSPENSION OR TERMINATION OF PROFESSIONAL SERVICES.** Customer may terminate a particular Professional Services engagement on one hundred eighty (180) days prior written notice, which notice shall specify the exact date of termination. Either party may terminate a particular Professional Services engagement on ten (10) days prior written notice in the event of a material breach by the other party that is not cured within such ten (10) day period, except for term based Professional Services such as hosting services purchased for a specific term which may be terminated only as provided in the applicable SOW or Schedule. In the event of such a suspension or termination, Customer shall continue to be obligated to pay all Professional Services fees due for Professional Services rendered prior to such suspension or termination, provided such services were provided in accordance with this Agreement and the applicable SOW or Schedule.

5. ACCESS TO CUSTOMER'S PROPERTY AND COMPUTERS. Upon Quicket's request, Customer agrees to provide Quicket access to any Equipment and, if necessary, Customer's computer(s) via remote data communication and, upon Quicket's written request, by visits to Customer's site as reasonably required to perform the Professional Services pursuant to any Schedule or SOW and Quicket will abide by Customer's security and safety regulations and policies, provided in advance to Quicket, and which are applicable to such access. Any access under this provision shall not disrupt the operations of the Customer and will have minimal to no impact upon the Customer's information technology systems.

6. LICENSE; OWNERSHIP.

6.1 Quicket hereby grants to Customer a non-exclusive, non-transferable license to use the "Quicket-owned Professional Services Deliverables" (as defined in Section 6.3 below) delivered to Customer, solely in conjunction with, and consistent in scope with, Customer's permitted use of the Quicket Solutions Software and Services under this Agreement.

6.2 To the extent that any Quicket-owned Professional Services Deliverables are delivered to Customer by Quicket in source code format then Quicket hereby grants to Customer a limited license to copy and to modify such source code, and to compile such source code into object code, but solely in connection with, and only to the extent necessary for, Customer's maintenance and support of the Quicket-owned Professional Services Deliverables hereunder and for no other purpose. The license grant in this Section 6.2 is subject to any limitations set forth in Section 6.1 above.

6.3 Quicket retains ownership of all information, Software and other Intellectual Property owned by it prior to this Agreement or which Quicket develops independently of this Agreement ("Quicket Preexisting Property"). Unless otherwise agreed by the parties in an applicable SOW, and subject to the license grant provided in Section 6.1 above, Quicket shall retain ownership of all Quicket Preexisting Property and any deliverables delivered by Customer pursuant to an applicable SOW or separate agreement. ("Quicket-owned Professional Services Deliverables"). All such information shall be treated as Quicket's Confidential Information in accordance with Section 8.3 of the Agreement. Quicket may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its software, provided the same does not incorporate or include any Customer Data, or Customer's Confidential Information. Quicket will have sole discretion as to whether and how to implement any Suggestions into the Software.

6.4 Customer Ownership.

(a) Customer retains ownership of all information, systems, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement, including without limitation all Customer Intellectual Property and Customer Confidential Information ("Customer Independent IP"). The parties acknowledge and agree that Quicket shall not modify, adapt or create derivative works of the Customer Independent IP under this Agreement, and if any such work product is anticipated, the parties shall enter into a mutually agreed upon amendment to this Agreement to contemplate such work, which will reflect that Customer shall own such work product.

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(b) Quicket hereby grants to Customer and its Affiliates a non-exclusive, non-transferrable, worldwide license to use and implement any ideas, modifications, or suggestions it proposes, creates, or authors relating to the Customer Independent IP. Customer will have sole discretion as to whether and how to implement any such ideas, modifications, or suggestions into the Customer Independent IP.

7. STAFFING. Quicket shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Professional Services personnel. In addition, Quicket may, at Quicket's sole responsibility, retain one or more sub-contractors to provide all or a portion of the Professional Services subject to prior written notice to Customer and provided Quicket remains solely responsible for the same as contemplated by Section 5 of the Agreement to which this Appendix 3 is attached. Customer shall have the sole discretion to deny the use of a particular subcontractor. Customer shall provide at least one mutually acceptable contact person to communicate all product development-related activities, and matters concerning the Professional Services, to Quicket. Notwithstanding any provision of this Appendix or any Addenda, SOW or Schedule to which this Appendix is attached or relates, Quicket represents and warrants that all Quicket employees and all subcontractors providing Professional Services (or other services) pursuant to this Agreement will meet all requirements established by applicable law pertaining to citizenship, U.S. residency or other applicable criteria, including requisite background checks and meet any and all personnel requirements agreed to between the Parties.

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Appendix 4

Leased Equipment Addendum

1. Lease: Quicket Solutions, Inc. ("Quicket") is providing Customer certain Equipment, as defined in the Agreement, and as set forth in a purchase order, SOW or other ordering document entered into by the parties in connection with the Agreement. This Leased Equipment Addendum applies to the delivery, possession and maintenance of the Equipment. Customer agrees that all such Equipment is leased from Quicket and that Quicket is the owner of the Equipment. This Equipment Lease Addendum commences on the date the Equipment is delivered to Customer, and all lease payments are included in the total fees set forth on the purchase order or other ordering document.

2. Equipment Use, Maintenance and Warranties: (a) Quicket leases the Equipment to Customer "AS IS" AND, EXCEPT AS OTHERWISE STATED HEREIN, MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH REGARD TO THE EQUIPMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the disclaimers set forth in the immediately preceding sentence, Quicket specifically warrants that the Equipment is fit for use with the Quicket Solutions Software and Services, as defined in the Agreement. Quicket will hold for the benefit of, or transfer to, Customer, at Customer's option, any manufacturer warranties included with any such Equipment. Unless otherwise specified in the Agreement, the SOW or other ordering document, Customer is required to keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty.

(b) During the Term, Quicket will be responsible for maintenance and/or service of the Equipment in accordance with the following:

(i) In the event Quicket holds the manufacturer's warranty on any Equipment, then in the event of a claim under the applicable manufacturer's warranty, Customer shall return the Equipment to Quicket, in the manner as Quicket may reasonably direct, with a written description of the damage, malfunction or other problem experienced with the Equipment;

(ii) For any Equipment which is no longer covered by the manufacturer's warranty, then Quicket agrees that Quicket will be responsible for maintenance and service of such Equipment until Quicket and Customer determine to remove such Equipment from Service or the Agreement expires or is otherwise terminated, subject to the exceptions set forth in subparagraph (iv) below;

(iii) In the event that any Equipment malfunctions, is (A) damaged or destroyed, whether or not covered by the manufacturer's warranty at the time of such malfunction, damage or destruction (i.e., such malfunction, damage or destruction is caused by other than routine wear and tear) and (B) the repair or replacement of such Equipment is not or would not be covered under the applicable manufacturer's warranty, then Customer shall be responsible for the cost of repair or replacement of such Equipment;

(iv) In the event Customer holds the warranty on any Equipment, then Customer shall be responsible for contacting the manufacturer for any warranty matters.

(c) In the event any Equipment malfunctions, is damaged, lost or destroyed during the Term, then Customer shall promptly notify Quicket in writing of such malfunction, damage, loss or destruction. In the event Quicket directs Customer to deliver or make available to Quicket, such malfunctioning, damaged or destroyed Equipment, then upon receipt of the Equipment, Quicket shall (i) determine if Quicket is able to remedy the malfunction or repair the Equipment; or (ii) send the Equipment to the manufacturer pursuant to the applicable warranty and (iii) within two (2) business days of receipt of Customer's notice provide a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the Equipment is repaired and returned to Customer or a determination is made that the malfunction, damage or other problem is either not covered by (I) the applicable manufacturer's warranty (for example, the damage is caused by abuse or neglect) or (II) Quicket's maintenance and repair obligation under Section 2(b) (ii) above. If the malfunction, damage or other problem is not covered by either the applicable manufacturer's warranty or Quicket's maintenance and repair obligation, and the manufacturer provides an estimate of the cost of repair, Quicket shall refer such estimate to Customer, and Customer shall determine whether to repair or replace the Equipment, at Customer's option and sole expense. Upon repair or replacement, Quicket and Customer shall exchange the original (or replacement) Equipment and the Quicket loaned item.

(d) Customer agrees that any warranty claims or other requests for maintenance or service under this Section 2 will not impact its obligation to pay all amounts under the Agreement when due, provided that Quicket provides the replacement Equipment in accordance with Section 2(c) above.

(e) Customer acknowledges that Quicket is not the agent of or for the Equipment manufacturer for any purposes under the Agreement.

(f) Customer acknowledges and agrees that it is responsible for all Equipment in its possession, and it has or will adopt (and enforce) reasonable security policies to protect Customer's property generally, which for purposes of the Agreement shall also include the Equipment. Notwithstanding any provision of this Schedule or the Agreement to the contrary, Quicket shall use commercially reasonable and technologically feasible means to locate or track any lost or stolen Equipment (such as by use of embedded GPS devices or applications). In the event of lost or stolen Equipment, Quicket shall provide, within two (2) business days of Customer's notice of the loss or theft,

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a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the lost or stolen Equipment is recovered or determined to be unrecoverable. If the Equipment is recovered, Customer shall return the loaned Equipment to Quicket. In the event the Equipment is not recoverable, Customer shall reimburse Quicket its actual cost to replace the Equipment (i.e., at Quicket's purchase price from the distributor). In the event Customer elects to eliminate the lost or stolen Equipment from the Agreement, then Customer shall pay to Quicket the value of the lost or stolen Equipment determined by applying straight-line depreciation of a four (4) year economic life of the Equipment to Quicket's cost of purchase plus a twenty-five percent (25%) mark-up (i.e., Quicket's cost from its distributor plus overhead and profit).

3. Assignment: Customer agrees not to transfer, sell, sublease, assign, pledge, relocate, move or encumber either the Equipment or any rights under this Leased Equipment Addendum without Quicket's prior written consent.

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Appendix 5

Service Level Agreement

Availability: Quicket warrants the Quicket Solutions Software and Services will generally be available 99% of the time, except as provided below. General availability will be calculated per calendar quarter, using the following formula:

$$\frac{[(\underline{total - nonexcluded - excluded}) * 100]}{total - excluded} \geq 99\%$$

Where:

- *"total"* means the total number of minutes for the quarter
- *"nonexcluded"* means downtime that is not "*excluded*", as defined in the next bullet
- *"excluded"* means the following:
  - Any planned downtime of which Quicket gives 8 hours or more notice. Quicket will use commercially reasonable efforts to schedule all planned downtime during the weekend hours from 6:00 P.M. Friday, Central Time, through 6:00 A.M. Monday, Central Time.
  - Any period of unavailability lasting less than 15 minutes.
  - Any unavailability caused by circumstances beyond Quicket's reasonable control, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Quicket employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Quicket's possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Quicket Solutions Software and Services, general availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability for some specific features or functions within the Quicket Solutions Software and Services, while others remain available, will not constitute unavailability of the Quicket Solutions Software and Services, so long as the unavailable features or functions are not, in the aggregate, material to the Quicket Solutions Software and Services as a whole.

Penalties: Should the Quicket Solutions Software and Services availability fall below the 99% general availability level for any calendar quarter, and this downtime significantly affected customers ability to use the system, Customer may continue to use the Quicket Solutions Software and Services but will receive credit for one half day of its Quicket subscription, in that quarter, for each two hours of general Quicket Solutions Software and Services unavailability below 99%. Any such credit shall be applied to Customer's next invoice (or refunded if Customer's subscription to the Quicket Solutions Software and Services expires or terminates prior to receipt of such credit and Customer owes no further charges to Quicket).
The penalties specified in this "Penalties" section shall be the sole remedies available to Customer for breach of this SLA Addendum.

Reporting and Claims: To file a claim under this SLA Addendum, Customer must send an email to support@quicketsolutions.com with the following details:

- Billing information, including client name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA Addendum, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 10 business days after the end of the affected quarter, except for periods at the end of a subscription agreement not coincident with the end of a calendar quarter, in which case Customer must make any claim within 10 business days after the end of its subscription agreement.

All claims will be verified against Quicket's system records. Should any periods of downtime submitted by Customer be disputed, Quicket will provide to Customer a record of Quicket Solutions Software and Services availability for the period in question. Quicket will only provide records of system availability in response to good faith Customer claims.

General: Any obligations of Quicket under this SLA Addendum shall become null and void upon any breach by Customer of its Quicket subscription agreement, including any failure by Customer to meet payment obligations to Quicket.

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QUICKET SOLUTIONS, INC.

STATEMENT OF WORK

CITY OF AURORA, IL

March 15, 2022

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STATEMENT OF WORK

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Project Name & ID: CITY OF AURORA, IL

This Quicket Solutions, Inc. ("QUICKET") Statement of Work ("SOW") describes the services, equipment and software (separately or together, as required, the "Work") to be provided to CITY OF AURORA, IL ("CLIENT") for the installation, implementation, deployment and operation of the Quicket Solutions software subscription service and is entered into by the parties in connection with and pursuant to the Quicket Solutions Master Software and Service Agreement ("MSSA") entered into contemporaneously with this SOW. In case of any conflicts between the terms of this SOW and the MSSA, the MSSA shall control unless expressly stated otherwise in this SOW. All capitalized terms not otherwise defined herein shall have the meanings given to them in the MSSA.

1. APPLICABLE REFERENCES

In the performance of the tasks associated with this SOW, QUICKET, as applicable, shall consider, coordinate the Work or comply with the following:

1. Criminal Justice Information Services (CJIS) Security Policy, Version 5.9

2. PERIOD OF PERFORMANCE & PRICING

The base period of performance shall commence upon the execution of the SOW to 12:01 am local time to the fifth anniversary of the completion of the SOW (the initial "Term" under the MSSA and this SOW), and shall include the following Quicket Solutions Software and Services specifications:

TRAINING:

Items	Quantity
Training -Comprehensive user and administration training performed by Quicket Solutions staff. Includes up to 48 hours. Additional training billed per hour.	48

PRIOR TO EXECUTION

SOFTWARE:

Items	Quantity
eCitation software - IL Windows and Android-based mobile application (Site License for all authorized City users). Isolated permission-driven environment for each department including support for the following eCitation types: -Traffic, criminal, and overweight Citations -Local ordinance Citations for parking, property standards, animal, fire, etc. -Written Warning -Tow Reports -Traffic/Pedestrian Stop data sheet w/ receipt -Photo/voice memo digital evidence capture (Android only), upload from other sources via web-based application -eCitation history query, including boot eligibility Quicket Cloud Infrastructure -Web-based Data Management Portal -Cloud Server -LEADS Server -Cloud Data Storage -Cloud Backup Server Maintenance & Support -Ongoing maintenance of Cloud and integrations -Server health checks -Compliance management -24/7 support -Updates/upgrades Reporting Package -Report export tool -IDOT stat analysis	1
Adjudication/Administrative Hearings -Multi-department access with configurable user permissions -Automated roll call generation for retrieving case files including eCitations and digital evidence -Case file interface to view prior offenses and enter judgement for offense -Automatic findings, decision, and order report generation -Automatic notice generation and batch printing	1

Online Payments & Finance Portal -Collection and accounting capabilities for handling of cashiering functions -PCI-compliant online payment processing with branded website -Payment management for credit card, check, money order, bond, etc. -Cash out and audit reports -Penalty, fee, and escalation calculations -Receipt generation -Notice and reminder generation -Automatic deposit to client-specified account on weekly or monthly basis	1
Integration Integrations and import/export files: -County eCitation transmittals to DuPage/Will via IUCS/LEADER and Kane/Kendall (as permitted by Circuit Court Clerk's office of each County) - no additional charge for transmittals -Hexagon CAD to auto-populate forms (data must be parsed/formatted for auto-population) -LEADS/NCIC -Hexagon WebRMS -GIS import file with address and registered owner information -Red light violation import file for adjudication -Finance/ERP export file with payment ledger -Collection agency export file -IDOT export file for traffic/pedestrian stop	1

PAYMENT PLAN:

Payment	Invoice Date
Year 1 Software Subscription: $72,000.00	Fixed amount due at execution of SOW.
Training: $8,400.00	Includes up to forty-eight (48) hours of on-site or virtual training per CLIENT preference. Additional hours requested by CLIENT billed at hourly rate of $175.00. Due at completion of training in phase 5E as specified in section 6g below.
Year 2 Software Subscription: $72,000.00	Fixed amount due on the 1st anniversary of the execution of the SOW
Year 3Software Subscription: $72,000.00	Fixed amount due on the 2nd anniversary of the execution of the SOW
Year 4 Software Subscription: $72,000.00	Fixed amount due on the 3rd anniversary of the execution of the SOW
Year 5 Software Subscription: $72,000.00	Fixed amount due on the 4th anniversary of the execution of the SOW

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*Quicket Solutions does not provide installation services for hardware
**Any costs levied by 3rd party providers for necessary integrations are separate and not reflected

THE AMOUNTS SET FORTH ABOVE REPRESENT THE MAXIMUM AMOUNTS OF THE CLIENT'S POTENTIAL COSTS FOR THE APPLICABLE LINE ITEM FOR THE PERIODS DESCRIBED. QUICKET SHALL PROVIDE THE WORK AGREED TO IN THIS SOW AND IN THE MSSA, EVEN IF THE COST TO QUICKET EXCEEDS THE AMOUNTS SET FORTH ABOVE UNLESS CLIENT INCREASES QUANTITIES OR REQUESTS ADDITIONAL SERVICES NOT ALREADY AGREED TO BETWEEN THE PARTIES. IN THE EVENT CLIENT ORDERS ADDITIONAL ITEMS IDENTIFIED IN THE TABLE ABOVE DURING THE TERM, SUCH ITEMS SHALL BE PROVIDED TO CLIENT AT THE PRICE SET FORTH IN THE TABLE.

3. TECHNICAL REQUIREMENTS

QUICKET shall provide a flexible, scalable, and configurable solution, including all necessary equipment as outlined in the MSSA and SOW, software, middleware, and technical support.

The CLIENT currently has (or will have prior to implementation of the Quicket Solutions Software and Services) the following technology:

- Desktop or laptop computers owned or operated by and accessible by CLIENT.
- Desktop or laptop computers with Windows 10 or higher operating system installed.
- Tablets with latest version of the Android operating system installed.
- A high-speed internet connection for CLIENT desktop computers.
- A 4G/5G LTE mobile internet connection for CLIENT Windows-based laptop computers and Android-based tablets.
- The latest version, at the time this SOW is dated, of Google Chrome or Mozilla Firefox web-browsing application installed on CLIENT computers and tablets.

4. ADDITIONAL SPECIFICATIONS

a. CLOUD INFRASTRUCTURE

As a component of the Quicket Solutions Software and Services, QUICKET shall supply CLOUD INFRASTRUCTURE that shall maintain all information entered into the QUICKET system.

The CLOUD INFRASTRUCTURE shall be located at all times in a facility deemed compliant in accordance with the Federal Bureau of Investigation's Criminal Justice Information Services' latest Security Policy.

b. PAYMENT PROCESSING PORTAL

QUICKET shall further supply a Payment Processing Portal to CLIENT. The payment processing portal shall be integrated to accommodate payments accepted by a public web portal. When using the public web portal, a person may pay for an eCitation. Upon successful payment of an eCitation, eCitations shall be updated and marked "PAID".

Funds shall be delivered to CLIENT before the end of each calendar month for the prior month period or before the end of each calendar week for the prior Wednesday through Tuesday period via automatic transfer to the appropriate account specified by CLIENT. QUICKET shall add a service fee of 5.5% to each eCitation to cover the cost of payment processing and such service fee shall be payable and paid by the eCitation recipient/payer or CLIENT at the CLIENT's

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discretion. QUICKET shall retain all service fees. CLIENT shall receive the exact fine amount specified on each eCitation if paid by the eCitation recipient/payer or receive the fine amount less the service fee if paid by the CLIENT. CLIENT shall specify during the Project Schedule Phase 2, Requirements Gathering and Design, the preference for service fee payment by the recipient/payer or CLIENT.

The QUICKET payment processing environment shall be deemed Payment Card Industry (PCI) compliant.

c. SYSTEM MANAGEMENT

QUICKET shall be responsible for ensuring that the system maintains a functional level of reliability and performance in accordance with the Agreement and SOW. QUICKET shall regularly evaluate and test CLIENT'S system to ensure stability; such evaluations shall be on-going and routine, but not less than on a quarterly basis. The evaluations shall be completed remotely and will not disrupt or interfere with CLIENT's use of the Quicket Solutions Software and Services or CLIENT's other regular business. QUICKET will regularly monitor the system for security vulnerabilities and perform additional stress testing to identify bugs and other sources of less-than optimal performance. QUICKET shall, when necessary, provide patches/updates to software and equipment for known bugs or vulnerabilities at no additional cost to CLIENT during the Term.

d. OPERATIONS AND MAINTENANCE SUPPORT

QUICKET shall be responsible for maintenance of the Quicket Solutions Software and Services and QUICKET furnished CLOUD INFRASTRUCTURE.

e. TRAINING

QUICKET shall provide comprehensive training sessions for all designed CLIENT employees. Training shall include a comprehensive review of software and proper equipment usage. Training shall familiarize all authorized users with all relevant features of QUICKET'S system. Training shall be divided according to various user types. QUICKET's charge for training shall be $175.00 per hour. CLIENT will be permitted to have an unlimited number of personnel (limited only by the capacity of the CLIENT facilities) attend such training.

5. INSPECTION AND ACCEPTANCE

a. PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all Work performance, reports and other deliverables under this SOW and the Agreement shall be performed by any of the following designated individuals:

- CLIENT-designated project manager

b. SCOPE OF INSPECTION

All Work submitted will be inspected for content, completeness, accuracy and conformance to the SOW requirements and Quicket Solutions Software and Services specifications. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the SOW. The scope and nature of this testing will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

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If any Work is deficient in CLIENT's commercially reasonable determination, QUICKET will bring the system up to acceptable standards at no extra cost. QUICKET shall design, plan and deploy the system in accordance with the TECHNICAL REQUIREMENTS set forth herein and in the Quicket Solutions Software and Services specifications.

c. BASIS OF ACCEPTANCE

The basis for inspection/acceptance shall be compliance with the requirements set forth herein and in the Quicket Solutions Software and Services specifications. Deliverable items rejected shall be corrected in accordance with the applicable requirements.

d. INITIAL DELIVERABLES

CLIENT will provide written acceptance, comments and/or change requests, if any, within sixty (60) work days from receipt by CLIENT of the initial deliverable. Upon receipt of CLIENT'S comments, QUICKET shall have sixty (60) working days to incorporate CLIENT'S comments and/or change requests and to resubmit the deliverable in its final form. Compliance with, or failure to comply on the part of CLIENT with this section shall not be used to invalidate or alter any warranty provided by Quicket.

e. WRITTEN ACCEPTANCE/REJECTION BY THE CLIENT

CLIENT shall provide written notification of acceptance or rejection of all final deliverables within sixty (60) work days. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

f. PLACE OF PERFORMANCE

QUICKET will provide systems that will be used in all areas of CLIENT'S jurisdiction.

g. ESTIMATED PROJECT SCHEDULE

The following schedule of milestones (deliverables) will be used by CLIENT to monitor timely progress under this task order. In this schedule, NLT designates "No Later Than" and "Days" refers to calendar days. This schedule is required to meet mission objectives. Some items listed above, but not specifically mentioned below will be delivered appropriately in coordination with the planned completion dates.

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1	Project Start	Estimated Start Date
#	Milestone	*NLT 14 Days after SOW Execution*
A	Introduction: Project Kickoff via video conference to designate project manager and stakeholders for Client and Quicket. This includes defining key responsibilities of project team members, communication protocols, and data exchange protocols.	
B	Schedule an on-site visit (contingent on scheduling and completion of Project Kickoff, including assignment of managers).	

C	Conduct high-level requirements gathering, including on-site visit(s) if required. Discuss high-level workflow and configuration requirements. Quicket conducts internal multi-day sessions based upon requirements gathering to develop resource, development, and integration plans.	
D	Phase completed: Management review with both parties to agree and sign-off via Docusign on completion of current phase. Move to next phase once sign-off completed.	
2	**Requirements Gathering and Design**	**Estimated Start Date**
#	**Milestone**	***NLT 28 Days after SOW Execution***
A	Detailed requirements gathering between Client and Quicket Solutions (on-site, video conference, and other methods as needed)	
B	Gather all required forms	
C	Gather all workflow requirements	
D	Gather all custom requirements outside of Quicket, if any, to be completed by 3rd party vendors	
E	Introduction to all the third-party vendors for integration purposes	
F	Based on forms and process, breakdown Phase 3 into checkpoints	
G	In-depth review during weekly or biweekly video conference check-ins. Quicket to share the project board with deliverables	
H	Finalize a concrete timeline based on all the final requirements	
I	Phase completed: Management review with both parties to agree and sign-off via Docusign on completion of current phase. Move to next phase once sign-off completed.	
3	**Development / Configuration / Integration**	**Estimated Start Date**
#	**Milestone**	***NLT 56 Days after SOW Execution***
A	Checkpoint driven deliverables: TBD based on Phase 2	
B	Configure Client environment based on agreed-to requirements in Phase 2.	
C	Start integration configuration with 3rd party vendors	
D	Finalized development phase with configuration changes for Client integrations and all hardware configurations	
E	Integration verification to ensure connectivity to 3rd party systems	
F	Phase completed: Management review with both parties to agree and sign-off via Docusign on completion of current phase. Move to next phase once sign-off completed.	
4	**Testing / Customer User Acceptance Testing**	**Estimated Start Date**
#	**Milestone**	***NLT 224 Days after SOW Execution***
A	Setup all users (groups, users, permissions, etc.)	
B	Setup environment(s) for testing, production, etc.	
C	Develop a list of testing plans, workflows to test, etc. on all interfaces and hardware, offline, online, etc.	
D	Provide UAT environment for Client project team to review and approve	
E	Phase completed: Management review with both parties to agree and sign-off via Docusign on completion of current phase. Move to next phase once sign-off completed.	

5	Training	Estimated Start Date
#	Milestone	*NLT 280 Days after SOW Execution or a date agreed upon by the parties*
A	Quicket to perform training (On-site)	
B	Provide all necessary training documentation, including manuals, quick help guides, and recorded webinars	
C	Provide any needed updates to user permissions, etc.	
D	Plan for secondary training if needed	
E	Phase completed: Management review with both parties to agree and sign-off via Docusign on completion of current phase. Move to next phase once sign-off completed.	
6	**Go-Live and Support**	**Estimated Start Date**
#	Milestone	*NLT 308 Days after SOW Execution or a date agreed upon by the parties*
A	Agree on Go-Live date between both parties	
B	Develop transition plan from implementation team to post go-live support	
C	60-days post Go-Live Management/Operational review	
D	Phase completed: Management review with both parties to agree and sign-off via Docusign on completion of current phase. Move to next phase once sign-off completed.	

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h. NOTICE REGARDING LATE DELIVERY

CLIENT shall provide QUICKET with a dedicated project primary point of contact for the duration of the project from Project Start (PS) through sixty (60) days after final deliverables are provided to ensure that requests for information and clarifications are provided to QUICKET in a timely manner. A "timely manner" shall be defined as less than three business days, unless mutually agreed-upon by the CLIENT and QUICKET that additional time is necessary for one or multiple requests for information and/or clarifications. CLIENT may designate multiple individuals for different components of the project, so long as QUICKET is informed of the breakdown of responsibilities prior to the Project Start. The point of contact(s) throughout the duration of the contract shall be available for in-person meetings, phone, and email during normal business hours.

If the CLIENT dedicated point of contact(s) is not available for more than three consecutive business days, CLIENT shall notify QUICKET and provide a temporary or permanent alternative point of contact(s). CLIENT recognizes that failure to provide requested information to QUICKET within a timely manner may result in the delay of individual milestones or completion of one or more phases.

CLIENT PROJECT PRIMARY POINT OF CONTACT

NAME: _____

TITLE: _____

EMAIL: _____

PHONE: _____

QUICKET shall notify CLIENT, as soon as it becomes apparent to QUICKET, that a scheduled delivery will be late. QUICKET shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The parties recognize and agree that this SOW represents the initial commercial delivery of the Quicket Software and Services Solution and that late delivery or completion of any milestone hereunder shall not be reason for termination unless QUICKET is unable to make such delivery or reach such milestone within 90 days after the original scheduled date. Failure to provide QUICKET requested information or clarifications in response to inquiries in a timely manner shall not be reason for termination.

i. WRITTEN DELIVERABLES

QUICKET'S designated Project Manager shall review, approve, and sign all draft and final documents before delivery to CLIENT. All draft and final documents shall be delivered electronically by a designated officer or employee of QUICKET.

6. CONTACT INFORMATION

Upon execution of the SOW, the following will be the QUICKET-designated points of contact for the duration of the entire project:

- QUICKET Director of Sales or Sales Representative: For billing, pricing, and purchasing of additional software or services
- QUICKET designated Project Manager: For project related matter and status of the project
- QUICKET President & Chief Technology Officer: For escalation, legal communication, and project related matters with high priority

SALES QUICKET:

Name:	Andrew Riley
Address:	1 S Dearborn St, FL 20, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	ariley@quicketsolutions.com

PROJECT MANAGER QUICKET:

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Name:	Don Drzal
Address:	1 S Dearborn St, FL 20, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	ddrzal@quicketsolutions.com

EXECUTIVE SPONSOR QUICKET:

Name:	Akshay Singh, President & Chief Technology Officer
Address:	1 S Dearborn St, FL 20, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	asingh@quicketsolutions.com

[SIGNATURE PAGE FOLLOWS]

PRIOR ACTION

The parties hereby acknowledge their agreement to the terms applicable to the Work specified in this SOW.

QUICKET SOLUTIONS, INC.

By: _____
Name: Christiaan Burner
Title: CEO

CITY OF AURORA, IL

By: _____
Name:
Title:

PRIOR ACTION