



“digiTICKET as a Service” Agreement

Jackson County, MO

January 3, 2013



Proposal Prepared by:

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FILED
MAR 18 2013
MARY JO SPINO
COUNTY CLERK



January 3, 2013

Barbara Casamento
Jackson County

RE: RFP No. 71-12 Electronic/Digital Ticketing System

Ms. Casamento,

Saltus Technologies is very pleased that Jackson County has selected the digiTICKET ticketing solution.

Saltus is the only eCitation vendor to offer their solution as a "Service". With this option, there is zero up front cost and the County simply pays a monthly usage fee. All digiTICKET costs are included in the monthly fee – hardware, software, implementation services, maintenance and support, paper, hosting, even new hardware. If additional units are needed over time the monthly fee is simply adjusted as necessary based on quantity (tiered pricing applies). With this option, Saltus owns the hardware and is responsible for managing warranties, etc.

This Services Agreement provides pricing and additional information for a **10 unit handheld solution** and expires 60 days from the date above.

This document contains the following information for your review and acceptance:

1. digiTICKET Solution Overview
2. digiTICKET as a Service Pricing
3. Scope of the Agreement
4. Software License Agreement
5. Signature Page
6. Contact Form

Please sign the Signature Document and fill out the Customer Contact Form. Once these pages are executed and returned we will arrange a call between the Sheriff's Office and our Deployment team. On that call we will lay out the deployment process and plan our immediate next steps.

If you have any questions about the contents of the agreement please contact me directly.

Sincerely,

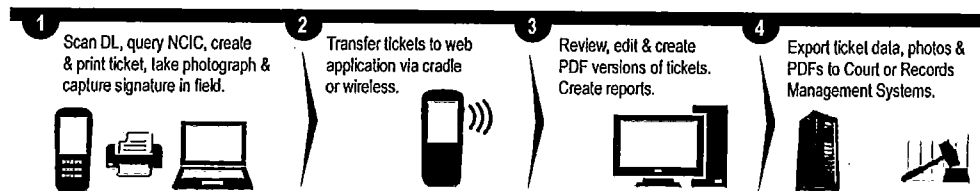
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1.0 digiTICKET Solution Overview

digiTICKET is a mobile software application that automates the process of writing and processing citations for law enforcement agencies. digiTICKET mobile software can run on handheld computers or laptops/MDCs. The hand-held ticket writers are rugged computers that can be shared among officers. digiTICKET is built on “best of breed” technologies that have been proven in the field for many years.

How digiTICKET Works

The digiTICKET solution utilizes a rugged handheld mobile computer or handheld scanner connected to a laptop/MDC to scan violator driver licenses, capture vehicle information and assign violations to the violator. Once the tickets have been completed on the handheld or laptop, they are then printed on a mobile thermal printer and provided to the violator. The handheld can capture an electronic signature, photograph, finger print, GPS coordinate and voice notes from the officer. Tickets can be synchronized from the handheld or laptop to the digiTICKET server via a cradle or wireless connection. Once on the digiTICKET server, tickets can be managed and reproduced in PDF format, reports can be generated and ticket data can be electronically moved to the Court and Police Records Management System(s) eliminating manual, redundant data entry. The server application is web based and can be accessed from any PC with an internet/network connection.



The primary benefits of digiTICKET include:

Improved Officer Safety - More law enforcement officers die in traffic-related incidents than from any other single cause of death. digiTICKET can reduce the amount of time required to issue tickets by more than 50% reducing officer exposure to roadside hazards.

Higher Productivity - Officers who utilize electronic ticketing can “free up” more than 50% of their time. This means more patrol time and improved public safety.

Increased Revenue by Reducing Ticket Errors - An estimated 5-10% of all tickets are dismissed due to errors in the ticket writing process. digiTICKET can reduce or eliminate illegible and uncollectable citations.

Automate the Ticketing Processes - Agency and court ticket processes rely on officers submitting fully completed tickets within required time frames. digiTICKET helps agencies automate problem areas.

2.0 digiTICKET Pricing

The digiTICKET system requires software, hardware and implementation and training services.

"digiTICKET as a Service" Price Quote				
Total Number of Units:		10		
Item Description	Units	Per Unit	Total Per Month	
Handheld Units	10	\$ 215	\$ 2,150	
Laptop Units	0	\$ 200	\$ -	
Hardware Loss Insurance per unit per month	0	\$ 15	\$ -	
Monthly Total			\$ 2,150	
	Units	Price	Year 1 Total	
Monthly Total (from above)	12	\$2,150	\$ 25,800	
Server and Client Software License Fees	Included	\$ -	\$ -	
ITI Interface	Included	\$ -	\$ -	
Court System Interface	Included	\$ -	\$ -	
Implementation Services	Included	\$ -	\$ -	
All Required Hardware (devices, printers, docks, cases, etc.)	Included	\$ -	\$ -	
Custom Ticket Back	Included	\$ -	\$ -	
Ticket paper	Included	\$ -	\$ -	
Hosting Fees	Included	\$ -	\$ -	
Annual Software Maintenance and 24/7 Support	Included	\$ -	\$ -	
Custom Report(s)	0	\$ 500	\$ -	
Total 1st Year Cost			\$ 25,800	

Note: Travel and living expense are pre-approved and billed as actual, not to exceed \$750.

Saltus' Service Pricing Option is not a lease, but a "pay for use" model. It offers the following benefits:

- **Zero up front cost** for hardware, software and standard implementation and training services – after training and deployment Saltus will invoice after the first 30 days of usage – effectively giving the customer 45 days of use prior to making a payment
- County pays a per-unit, per-month fee – annual or semi-annual prepayment discounts apply
 - If the customer requires optional capabilities there is an upfront fee for these services (see pricing above).
 - NCIC/NLETS capabilities require a real time data connection in the field and an onsite server provided by customer. If interested in this option, please request additional information from your Saltus sales representative.
- Saltus owns the hardware – the County does not have to manage devices or warranties or ongoing variable costs.
 - Saltus will replace defective equipment at no additional cost.
 - Saltus will refresh old equipment as its useful life ends – as jointly agreed upon by Saltus and the customer.

- The customer is responsible for lost or stolen equipment. In the event of a loss, Saltus will provide the customer with new equipment and invoice the customer for the residual value of the hardware based on an estimated lifespan of 48 months.
- Insurance for lost or stolen equipment is *optional* and also priced per unit, per month
 - Insurance fees will be provided upon request.
- **No contract term obligation** – if the customer is dissatisfied at any point with Saltus or digiTICKET you can provide a 60 day notice and return all hardware with no penalty.
- **Additional units can be added or subtracted at any time with a simple adjustment to the monthly bill.**
- If the County chooses to implement under the Services option now, and then purchase the system at a later date, a portion of Services payments received will be applied to the purchase price – percentages vary depending on number of Service payments made. 25% of total payments will be applied after 6 months. 50% of payments will be applied after 12 months.
- Standard Services agreement includes up to 2 data exports/interfaces. Additional interfaces can be provided for a one-time fee, provided under optional “Custom Development Services”. Please request a quote if applicable.
- Saltus agrees to abide by the basic terms of this services agreement for a term of five (5) years from the date of execution.

3.0 Scope of the Agreement

As part of this agreement, Saltus will provide the County with the digiTICKET electronic ticketing solution as a monthly service offering. The service offering will provide the following:

1. digiTICKET Software
 - a. A digiTICKET software license for the term of the services agreement, including:
 - i. a server license which includes access to the digiTICKET administrative website and
 - ii. client licenses for all devices using digiTICKET
 - iii. Interfaces to 3rd party systems as described in the pricing section above.
 1. Interfaces include the development, testing and deployment of the interface. **Additional services and costs may be required from the 3rd party RMS or court system software vendors.**
 - b. The software will be provided as-is, configured specifically to meet the specific business process requirements of the County. Unless otherwise agreed upon and included within this document, no customization will be developed specifically for the County. Configuration of software includes things such as:
 - i. Updating the list of violations and fine amounts
 - ii. Updating the list of available street names and addresses
 - iii. Updating required fields on the mobiles software
 - iv. Updating web server user permissions
2. Software maintenance provided through periodic release updates to the client and server software for the term of the agreement.
3. All hardware and consumables required to utilize the solution, including:
 - a. Rugged, handheld ticket writers
 - b. Rugged, mobile Bluetooth printers
 - c. All necessary charging cables, docks, mounts, screen protectors and carrying cases
 - d. Standard thermal printer paper
 - i. If custom paper is required, additional charges may apply.
4. Hardware support and maintenance will be provided by Saltus, including:
 - a. Replacement devices, due to normal wear and tear issues and mechanical failure
 - b. Replacement devices when the County and Saltus mutually agree that the useful life of the devices have passed
 - c. The County must reimburse Saltus for lost or stolen devices. Reimbursement amounts to be determined by Saltus based on purchase price and age of the device.
5. Professional Services will be provided to setup and implement the solution for the County:
 - **Requirements Definition:** Saltus will facilitate a workshop with subject matter experts from various customer departments to ensure that the solution is configured specifically the way the customer wants it.
 - **System Configuration:** Once all requirements are documented, digiTICKET is then configured to meet the customer's specific needs. This includes the setup of all ordinances, user roles and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.
 - **User Acceptance Testing:** Once configured, Saltus will then facilitate a User Acceptance Testing session in a classroom setting with key customer personnel. This session is conducted to ensure that the system is configured as requested by the customer.

- **Training:** digiTICKET is extremely easy to use. Training of each end user typically takes no more than two hours. Saltus' preference is a "Train the Trainer" approach which would include training the trainers as well as providing End User training to the satisfaction of the customer.
 - Complete classroom, hands-on training
 - Train the Trainer accommodations for on-going training
 - Includes user manual, classroom materials and tip sheets for users
- **Deployment:** After training, the solution is deployed and Saltus then provides end user support and system maintenance and updates for the life of the Maintenance and Support Agreement.
- **Support:** The customer will appoint up to two Primary Points of Contact (PPCs) that will serve as an interface between Saltus and the customer.

Optional Professional Services

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

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

Assumptions

This agreement assumes the following conditions:

- The customer will agree to the digiTICKET End User License Agreement (Attached)
- The customer and Saltus will each appoint Project Leads for this project. The Project Leads will serve as the Primary Point of Contact for the respective parties.
- The customer will appoint Administrators for the County that will train and provide first level support to customer users. These individuals can be the same individual as the PPC if so desired.
- The customer Administrators will be the single point of contact between Saltus Support Services and the customer.
- Changes to project scope can affect time estimates required for implementation and will be mutually agreed to and confirmed in writing.
- Saltus may perform User Acceptance Testing and Training activities remotely utilizing webinar and teleconferencing technologies.
- Saltus will not provide installation services for vehicle docks or mounts.
- The customer will provide a full-time internet connection to facilitate the synchronization of tickets from the ticket writing devices to the digiTICKET server.
- Fees charged by Court or RMS system vendors are not included in this proposal.
- The monthly fees include services for configuring digiTICKET to meet your department's ticketing specifications on the mobile units and the server application.
- Saltus will host the digiTICKET application.

4.0 digiTICKET Software License Agreement

This Software License Agreement (“SLA”) is a legal agreement between the user (“Customer”) and Saltus Technologies LLC (“SALTUS”) for the Saltus software that accompanies this Agreement, which includes computer software and may include associated media, printed materials, “online” or electronic documentation, and Internet-based services (“Software”). Customer agrees to be bound by the terms of this SLA by installing, copying, or otherwise using the Software. If Customer does not agree, do not install, copy or use the Software.

1. GRANT OF LICENSE. SALTUS grants Customer the following rights provided that Customer comply with all terms and conditions of this SLA: a) SALTUS grants to Customer a nonexclusive license to use copies of the Software, provided that for each individual using the Software within Customer’s organization, Customer has acquired a separate and valid license for each user device as may be required by SALTUS. b) Customer may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for Customer’s purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond Customer premises. c) Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by a licensed end user in accordance with Section 1.a. d) Software provided by SALTUS may not be distributed to any individual, third party or entity that exists external to Customer’s organization or for any purpose other than express and personal use of the Software for Customer. e) Subject to the terms and conditions as specified herein, under the rights obtained from MacroSolve, Inc., and in SALTUS’S license under United States Patent Number 7,822,816, SALTUS grants to Customer during the Term of this SLA a non-exclusive, non-transferable, non-assignable sublicense to use the Software.

2. RESERVATION OF RIGHTS AND OWNERSHIP. SALTUS reserves all rights not expressly granted to Customer in this SLA. The Software is protected by copyright and other intellectual property laws and treaties. SALTUS owns the title, copyright, and other intellectual property rights in the Software. SALTUS is the holder of a perpetual license with the right to grant sublicenses to United States Patent Number 7,822,816 from MacroSolve, Inc. for use with the Software. The Software is licensed, not sold.

3. LIMITATIONS ON DECOMPILOATION, AND DISASSEMBLY. Customer may not reverse engineer, decompile, or disassemble any Software provided in compiled or object code form, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4. NO RENTAL/COMMERCIAL HOSTING. Customer may not rent, lease, lend or provide commercial hosting services with the Software.

5. CONSENT TO USE OF DATA. Customer agrees that SALTUS and its affiliates may collect and use technical information gathered as part of the product support services provided to Customer, if any, related to the Software. SALTUS may use this information solely to improve our products or to provide customized services or technologies to Customer and will not disclose this information in a form that personally identifies Customer.

6. ADDITIONAL SOFTWARE/SERVICES. This SLA applies to updates, supplements and add-on components of the Software that SALTUS may provide to Customer or make available to Customer after the date Customer obtains the initial copy of the Software, unless SALTUS provides other terms along with the update, supplement, add-on component.

7. NOT FOR RESALE SOFTWARE. Software provided by SALTUS may not be sold or otherwise transferred for value, or used for any purpose other than express and personal use of Customer’s application of the Software.

8. EXPORT RESTRICTIONS. Customer acknowledges that the Software is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

9. SOFTWARE TRANSFER & ASSIGNMENT. All rights to use of Software provided by this Agreement are for the sole use of Customer and may not be transferred, assigned, directly or indirectly without prior written authorization from SALTUS.

10. TERMINATION. Without prejudice to any other rights, SALTUS may terminate this SLA if Customer fails to comply with the terms and conditions of this SLA. In such event, Customer must destroy all copies of the Software and all of its component parts.

11. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SALTUS PROVIDES THE SOFTWARE AND SUPPORT SERVICES AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

12. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SALTUS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS SLA, EVEN IN THE EVENT OF THE FAULT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SALTUS, AND EVEN IF SALTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF SALTUS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS SLA AND CUSTOMER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES CUSTOMER INCURS IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. APPLICABLE LAW. Any contracts or agreements between SALTUS and Customer resulting from this SLA and any other accompanying documents shall be controlled and interpreted in accordance with the laws of the State of Missouri and should any conflict arise concerning any terms of agreements or contracts which results in litigation, the forum for such litigation and the venue thereof shall lie in the Circuit Court of Jackson County, Missouri.

15. ENTIRE AGREEMENT; SEVERABILITY. This SLA (including any addendum or amendment to this SLA which is included with the Software) are the entire agreement between Customer and SALTUS relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this SLA. To the extent the terms of any SALTUS policies or programs conflict with the terms of this SLA, the terms of this SLA shall control. If any provision of this SLA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

5.0 Signature Document

Pricing

County pricing for the digiTICKET Service (as defined above) is \$215 per unit per month.

Discounts for pre-payments are offered as follows:

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

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

All invoices are NET 15.

Terms

There is no term obligation for this Service agreement. The County can cancel the Service with 60 days written notice. Upon cancellation, the County must return all hardware and unused paper with no further obligation. Saltus will refund prepayments pro-rated to the end of the term (cancellation date).

Saltus reserves the right to alter future monthly pricing (on an annual basis) based on unexpected changes in costs or service offerings. Saltus agrees to abide by the general terms of this Services Agreement for a term of five (5) years from the date of execution.

Signatures

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

Agreed to:

Jackson County, MO

By: 

Name: Q. Troy Thomas

Director of Finance and Purchasing

Title: _____

Date: March 14 2013

Agreed to:

Saltus Technologies, LLC

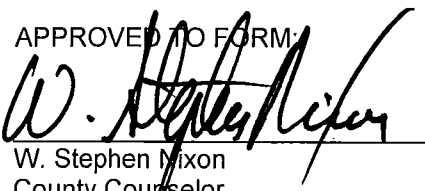
By: 

Name: ERIC C. FRITZ

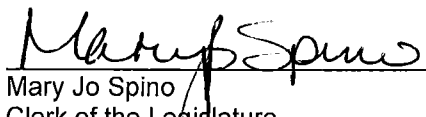
Title: PRESIDENT/CEO

Date: 1/8/13

APPROVED TO FORM:


W. Stephen Nixon
County Counselor

ATTEST:


Mary Jo Spino
Clerk of the Legislature

6.0 Customer Contact Information

Purchase Order Number: To be determined
Tax Exempt Certificate Number: 43-91-0217K

Primary Contact:

Name: _____
Address: Sgt. Michael Buffalow
3310 NE Rennau Drive
City: Lee's Summit, MO 64064
816-524-4302
Phone: mbuffalow@jacksongov.org
Email: _____

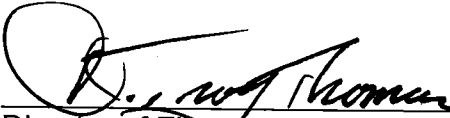
Billing Contact:

Name: Beverly Smith
Address: 3310 NE Rennau Drive
Lee's Summit, MO 64064
City: 816-524-4302
Phone: _____
Email: bssmith@jacksongov.org

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$25,800.00 which is hereby authorized.

March 14, 2013
Date


Director of Finance and Purchasing
Account No. 004-4201-6790
42012013003