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2017R00183

STATE OF ILLINOIS

MADISON COUNTY

01/03/2017 4:14 PM

AMY M. MEYER, RECORDER

REC FEE: 38.00

CO STAMP FEE:

ST STAMP FEE:

FF FEE:

RHSPS FEE:

OF PAGES: 15

Return to:

Jamie Myers
City Clerk
116 E. Market Street
Troy, Illinois 62294



38.00

Resolution No. 2016-28

A RESOLUTION OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH SALTUS
TECHNOLOGIES, LLC
FOR THE PURCHASE OF DIGITICKET ELECTRONIC TICKETING SOLUTION

Adopted by the City Council
of the City of Troy, Illinois
This 5TH Day of DECEMBER, 2016.

RESOLUTION NO. 2016 - 28

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH
SALTUS TECHNOLOGIES, LLC FOR THE PURCHASE OF DIGITICKET
ELECTRONIC TICKETING SOLUTION**

WHEREAS, Madison County, Illinois, has already implemented the DigiTICKET deployment program to assist in the electronic processing of criminal citations and ordinance violations; and

WHEREAS, as a municipality within Madison County, Illinois, in order to participate in the countywide DigiTICKET program, the City of Troy, Illinois, must also implement the DigiTICKET program to coordinate the processing of criminal citations and ordinance violations with Madison County, Illinois; and

WHEREAS, the City Council for the City of Troy, Illinois, has determined that it is in the best interests of the City of Troy, Illinois, to enter into an agreement between the City and Saltus Technologies, LLC, to implement the DigiTICKET program to process criminal citations and ordinance violations in coordination with the existing Madison County program; and

WHEREAS, both the City Council for the City of Troy, Illinois, and Saltus Technologies, LLC, desire to enter into said agreement; and

WHEREAS, a copy of said agreement is attached hereto, marked "Exhibit A," and made a part hereof; and


NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

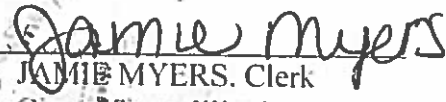
1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to enter into the attached agreement with Saltus Technologies, LLC, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.
4. Any and all Resolutions, sections or subsections of Resolutions in conflict herewith are hereby repealed.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 5th day of December, 2016.

Those voting aye: DeCani, Dyer, Greenfield, Henrickson, Jackson, Turner
Those voting nay: _____

Those absent: Italiano, Partney

APPROVED:
By: 
ALLEN P. ADOMITE, Mayor
City of Troy, Illinois

CITY OF TROY
ATTEST
BY: 
JAMIE MYERS, Clerk
City of Troy, Illinois
(SEAL)

digiTICKET[®]

electronic ticketing solution

Purchase Agreement for:

Troy, Illinois Police Department



November 15, 2016

SALTUS
TECHNOLOGIES

Prepared by:
Eric Fultz
President/CEO
918.392.3902

907 S. Detroit Ave
Suite 820
Tulsa, OK 74120
www.saltustechnologies.com

Submitted in Confidence for the City of Troy
Please confirm pricing after 60 days from the above date



November 15, 2016

City of Troy
Troy, IL

RE: digiTICKET Implementation for the Troy Police Department

This letter outlines the change order to the Madison County digiTICKET Agreement required to implement digiTICKET for the Troy Police Department. The Madison County Circuit Court Clerk's office will execute their portion of the Change Order separately.

The scope of the Change Order is as follows:

1. Addition of the Troy Police Department to the existing Madison County digiTICKET deployment.
 - a. Addition of 12 digiTICKET mobile client licenses
 - b. Addition of 12 New World Mobile to digiTICKET mobile interface licenses
 - c. Additional Implementation Services required to add the PD
2. The purchase of 12 Brother RuggedJet 4 thermal printers; including warranties, cables, carrying case, etc.
3. Configuration and implementation of Ordinance Violations for the PD. The City will use the existing OV ticket format used by the Sheriff's Office.
4. Onsite training is NOT included in this Change Order. It is assumed that Madison County will train the City.

Please note that although digiTICKET is highly configurable, because Troy PD will be added to the existing Madison County deployment there will be few configurable items. As previously discussed, Saltus will add in the capability of allowing the City to issue Ordinance Violations. This configuration will require implementation fees listed in the pricing summary below.

The Circuit Clerk's office is paying for all up-front software licensing as well as basic implementation services. Services required to implement Ordinance Violations for the City will be invoiced directly to the City of Troy. Additionally, future Maintenance and Support fees associated with these additional licenses will be billed directly to the City.

The following Agreement incorporates the changes defined above and provides pricing specific to the items not already covered by the County (OV ticket implementation). It also includes the digiTICKET Software License and Maintenance and Support Agreement language already incorporated in the Madison County Agreement. The City will be bound by the same.

By executing the Signature Section of this document, you are approving the terms of this agreement. Once it has been signed, please scan and email a copy to me at ericf@saltustech.com.

If you have any questions, please don't hesitate to contact me directly.

Regards,

Eric C. Fultz
President/CEO
918.392.3902



THIS PURCHASE AGREEMENT ("Agreement") is entered into between Saltus Technologies, LLC ("Saltus"), and the City of Troy ("Customer"). Subject to the terms and conditions set forth herein, Saltus agrees to sell and the Customer agrees to purchase the digiTICKET Solution.

1.0 digiTICKET PURCHASE PRICE

The digiTICKET Solution includes hardware, digiTICKET software, implementation services provided by Saltus and hosting services. The digiTICKET Solution will require ongoing charges/fees associated with software maintenance and support, new equipment when needed, hosting and paper. The purchase price for the digiTICKET Solution and fees shall be as follows:

digiTICKET Change Order Pricing				
	Software License Fees	Units	Fee	Total
digiTICKET Server License (included in County Agreement)		0	\$ -	\$ -
digiTICKET Mobile Client Licenses		12	\$ 500	\$ 6,000
New World Mobile to digiTICKET Mobile Interface License		12	\$ 75	\$ 900
New World RMS Export License		0	INCLUDED	\$ -
Software License Fees			see above	\$ 6,900
<i>Illinois Customer Discount (Software)</i>			<i>15%</i>	<i>\$ (1,035)</i>
Total Software License Fees				\$ 5,865
Total Software License Fees PAID BY MADISON COUNTY				\$ (5,865)
Basic Configuration Services		1	\$ 1,000	\$ 1,000
Total Services Fees PAID BY MADISON COUNTY				\$ (1,000)
Implementation of Ordinance Violations		1	\$ 1,500	\$ 1,500
Implementation of New Printed Ticket Format		0	\$ 1,000	\$ -
On-site Training (does not include actual travel and living)		0	\$ 1,000	\$ -
Hardware **		12	\$ 737	\$ 8,844
4" High Temp, 20 year archiveability Thermal Paper (per roll)		200	\$ 8	\$ 1,600
Hosting Services (included in County Agreement)		0	\$ 100	\$ -
Total Purchase Price (Year 1):				\$ 11,944
** See detailed hardware quot with line item descriptions on following pages.				
Recurring Annual Fees				
	Component	Units	Fee	Totals
Annual Maintenance and Support Fee (fees begin in year 2)			25%	\$ 1,725
Optional Capabilities				
	Component	Units	Fee	Totals
Custom Report(s) - 1st report is free		0	\$ 500	\$ -
Custom Development Services (per hour)		0	\$ 125	\$ -

Explanation of Purchase Price and Fees:

Software Licenses Fees: The following components make up the software license fees described above: **ALL SOFTWARE LICENSE FEES WILL BE PAID BY THE COUNTY.**

- digiTICKET server software license – 1 license required regardless of the number of handheld or mobile client licenses
 - Includes one RMS or Court System interface (Jano)
 - Price above reflects special pricing provided to Jano customers.
- digiTICKET mobile client licenses – 1 license is required for each handheld, laptop or tablet running digiTICKET
 - Price above reflects special pricing provided to Jano customers.
- digiTICKET mobile to mobile interface licenses – 1 license is required for each laptop or tablet utilizing the mobile to mobile interface (with New World mobile software)
- Additional system interfaces – RMS or Court system (New World)

Services:

- Standard Implementation Services required to configure, quality assure and deploy the digiTICKET solution. The Madison Sheriff's Office will provide end user training.
- Other services as described above:
 - Configuration and testing of Ordinance Violations – **TO BE PAID FOR BY CITY OF TROY.**

Hardware:

- The City will utilize Brother RuggedJet 4 thermal printers and Taylormade carrying cases.

Paper:

- Premium thermal printer paper with 20 year life rating as required by the AOIC guidelines.

Hosting:

- Hosting fees are covered by the County.

Recurring Annual Fees:

- digiTICKET Maintenance and Support fees are paid annually beginning in year 2 and are a percentage of the total software license fees.
 - See pricing above for annual fees.

2.0 SCOPE OF THE AGREEMENT

As part of this Agreement, Saltus will provide the City of Troy Police Department with the following:

- digiTICKET Software
 - digiTICKET software license commencing on the first day of the month of deployment with an automatic, annual renewal for up to 60 months at the current listed pricing, provided that the Customer continuously uses the software, provides constructive feedback, responds to reference inquiries and stays current with annual or monthly software maintenance/licensing fees.
 - The software license includes
 - i. a single web server license which includes access to the administrative website
 - ii. mobile client software licenses for 12 laptop computers
 - iii. mobile to mobile interface licenses for 12 laptop computers
 - iv. one electronic auto-export for the County's New World RMS
 - The software will be provided as-is, utilizing existing configuration for the Madison County Sheriff's Office. This means no new functionality will be developed specifically for the Customer, unless otherwise agreed upon and included within the pricing section of this Agreement (see Ordinance Violations). However, the software will be configured specifically for the Customer. Configuration of software includes items such as:
 - i. Updating the list of violations and bond amounts
 - ii. Updating required fields on the mobiles software
 - iii. Updating web server user permissions
 - iv. Creating one custom report
 - v. Creating two (2) electronic data exports
 - vi. Configuring a mobile to mobile interface
 - Hosting services for the digiTICKET web application provided through Rackspace.
- Software maintenance provided through periodic release updates to the mobile client and web server software during the 60 month term.
 - Annual software maintenance and support provided at the rate agreed upon in the pricing section of this Agreement.
- Implementation Services will be provided to configure and deploy the digiTICKET Solution for the Customer. Standard Implementation and Training Services include the following activities facilitated by Saltus:
 - **Requirements Definition:** Saltus will facilitate a workshop with subject matter experts from various Customer departments to ensure that the digiTICKET Solution is configured specifically the way the Customer requests.
 - **System Configuration:** Once all requirements are documented, digiTICKET is then configured to meet such requirements. This includes the setup of all ordinances, user roles and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.
 - **User Acceptance Testing:** Once configured, Saltus will then facilitate a User Acceptance Testing session in a classroom setting with Customer subject matter experts. 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. The Madison Sheriff's Office will train City users.

- i. Complete classroom, hands-on training for police, records and court personnel
 - ii. Train the Trainer accommodations for on-going training
 - iii. Includes user manual, classroom materials and tip sheets for users
- **Deployment:** After completion of training activities, Saltus coordinates the deployment of the digiTICKET Solution. Saltus then provides maintenance and support services and updates for the term of this Agreement.
 - **Support**
 - i. Email Support will be provided at no charge.
 - ii. The Customer will appoint a Primary Point of Contact (PPC) that will serve as an interface between Saltus and the Customer for all Support requests.

Optional Professional Services

If the Customer requires unique enhancements, integration services to back office systems or custom reports, Saltus has an experienced professional services team to provide assistance.

Saltus currently provides these services at \$125 per hour. In addition, the Customer would be responsible for any Travel and Living expenses, which are billed at actual cost and only as pre-approved by the Customer.

Miscellaneous

It understood and agreed by the parties that:

- The Customer and Saltus will each appoint a Project Lead for this project. The Project Leads will serve as the Primary Point of Contact for the respective parties.
- The Customer will appoint an Administrator that will train and provide first level support to Customer users. This person can be the same individual as the PPC if so desired. The Customer Administrator 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 to interface with the digiTICKET Solution are not included in the purchase price under this Agreement, and shall be an additional charge to the Customer.

3.0 digiTICKET SOFTWARE LICENSE

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

- 1. GRANT OF LICENSE.** Saltus grants Customer the following rights provided that Customer complies with all terms and conditions of this Section 3.0: a) Saltus grants to Customer a nonexclusive license to use copies of the Software, provided that for each individual using the Software within Customer's organization, 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 pursuant to this Agreement 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 a) above. 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 use of the Software for Customer.
- 2. RESERVATION OF RIGHTS AND OWNERSHIP.** Saltus reserves all rights not expressly granted to Customer in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. Saltus owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.
- 3. LIMITATIONS ON DECOMPILATION, AND DISASSEMBLY.** Customer 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 Software License applies to updates, supplements and add-on components of the Software that Saltus may provide to Customer or make available to Customer after the date Customer obtains the initial copy of the Software, unless Saltus provides other terms along with the update, supplement, add-on component.
- 7. NOT FOR RESALE SOFTWARE.** Software provided by Saltus may not be sold or otherwise transferred for value, or used for any purpose other than Customer's application of the Software pursuant to this Agreement.
- 8. EXPORT RESTRICTIONS.** Customer acknowledges that the Software is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.
- 9. SOFTWARE TRANSFER & ASSIGNMENT.** All rights to use of Software provided by this Agreement are for the sole use of Customer and may not be transferred, assigned, directly or indirectly without prior written authorization from Saltus.
- 10. TERMINATION.** Without prejudice to any other rights, Saltus may terminate the Software License if Customer fails to comply with the terms and conditions of this Agreement. In such event, Customer shall destroy all copies of the Software and all of its component parts.

11. INDEMNIFICATION. Provided that Customer complies with all terms and conditions of this Agreement, Saltus agrees to indemnify, defend, and hold harmless Customer from and against any and all liabilities, actions, claims, damages, reasonable costs, and reasonable expenses arising from or relating to any claim that the Software infringes upon or violates any patent, copyright, trade secret, or other proprietary right of any third party. If a claim for indemnity is made pursuant to this paragraph, Customer shall give Saltus prompt written notice of any alleged liability or action and shall offer to tender the full defense thereof to Saltus. Saltus shall not be liable for any settlement of any such liability or action effected without the prior written consent of Saltus.

4.0 SOFTWARE MAINTENANCE AND SUPPORT

1. **SERVICES.** During the term of this Agreement, Saltus agrees to provide maintenance and support services, as described herein, for the Software operating under the license(s) and on the hardware configurations listed in Section 1.0 of this Agreement so as to maintain the Software in good working order, keeping the Software free from material defects so that the Software will function properly and in accordance with the accepted level of performance as set forth in Section 3.0 of this Agreement. Such maintenance and support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. Saltus will provide telephone software support twenty-four (24) hours a day, seven (7) days a week. Saltus will use its best efforts to cure, as described below, reported and reproducible errors in the Software. Saltus utilizes the following four (4) severity levels to categorize and respond to reported problems:

Severity 1: Critical Business Impact

The impact of the reported problem is such that the Customer is unable to either use the Software or reasonably continue work using the Software. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. Saltus will make best efforts to resolve Severity 1 problems in less than forty-eight (48) hours, but in any event, will engage staff until an acceptable resolution is achieved.

Severity 2: Significant Business Impact

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported problem has created a significant, negative impact on the Customer's productivity or service level. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) hours. Saltus will exercise best efforts to resolve Severity 2 problems within five (5) days, but in any event, will engage staff until an acceptable resolution is achieved.

Severity 3: Some Business Impact

Important features of the Software are not working properly, but an alternative solution is available or non-essential features of the Software are not working properly with no alternative solution. The Customer impact, regardless of Software usage, is minimal loss of operational functionality or implementation resources. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 3 problem as soon as reasonably practical, but in any event a response via telephone will be provided within one (1) day. Saltus will exercise best efforts to resolve Severity 3 problems within one (1) week, but in any event, will engage staff during business hours until an acceptable resolution is achieved.

Severity 4: Minimal Business Impact

A noticeable situation exists in which use of the Software is affected in some way which is reasonably correctable by a documentation change or by a future, regular maintenance release. Saltus will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

With respect to any reported problems, Saltus may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. Saltus will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to the Software. If it is determined that the problem was not related to the Software, Customer agrees to pay reasonable travel and lodging expenses in addition to Saltus standard consulting rates. Travel time will be charged at consulting rates.

2. MAINTENANCE. During the term of this Agreement, Saltus will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Saltus to its Customers of the Software under maintenance generally ("Updates"). All Updates and enhancements provided to Customer by Saltus pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 3.0 of this Agreement. Updates will be provided on an as-available basis.

Updates will be provided in machine-readable format and updates to related documentation will be provided electronically. All such deliveries shall be made electronically to the handheld computers automatically during a sync process or as initiated by Saltus support staff using remote device management tools. All such deliveries for the laptop computers shall be made automatically during a sync process or as coordinated by Saltus and Customer support staff. If requested, Saltus will provide on-site assistance in the installation of Updates on a time and materials charge basis, plus expenses.

Saltus assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if the Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Software and were made without prior notification to and written approval of Saltus. Saltus assumes no responsibility for the operation or performance of any Customer-written or third-party application.

3. MAINTENANCE AND SUPPORT WARRANTY. Saltus will undertake all reasonable efforts to provide technical assistance under this Agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Saltus does not guarantee that the problems will be resolved or that any item will be error-free. This Agreement is only applicable to the Software running under the certified environments specified in the release notes for that product. Saltus will provide the Customer with substantially the same level of service throughout the term of this Agreement. Saltus may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue support service. Saltus liability shall not exceed the fees that Customer has paid under this Agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

4. ACCESS. Software maintenance and support services are conditioned upon provision by Customer to Saltus of reasonably appropriate access to the system(s) running the Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. Saltus will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Customer standard security procedures. Information accessed by Saltus agents or employees as a result of accessing Customer system shall be deemed confidential information pursuant to the terms of this Agreement. Customer shall provide Saltus with internet access to the system(s) running the Software and a Primary Point of Contact at the Customer site to coordinate Support efforts with Saltus staff.

5. FEES. Fees for maintenance and support services provided under this Agreement are contained in Section 1.0 of this Agreement. Any time a client license or software module is added or deleted from this Agreement; Saltus will automatically adjust and/or amend Section 1.0 of this Agreement accordingly. Saltus will periodically review Section 1.0 of this Agreement. If changes have occurred, Saltus will adjust and/or amend Section 1.0 of this Agreement and Maintenance and Support fees will be adjusted accordingly. Rates will be reviewed and adjusted accordingly when client licenses or software modules are added. Customer agrees to reimburse Saltus for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, shipping and handling, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses will be pre-approved by Customer.

6. PAYMENT OF MAINTENANCE AND SUPPORT FEES. Fees will be invoiced annually, thirty (30) days in advance of the year. Expenses will be invoiced as actual and when incurred. All invoices are payable net fifteen (15) days.

5.0 OTHER TERMS

1. TERM AND TERMINATION. The term of this Agreement shall be for one (1) year and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Customer in the event the Software is taken out of service and upon thirty (30) days' notice to Saltus; (ii) by either party with notice to the other party at least thirty (30) days' notice prior to the expiration of the original one (1) year or any subsequent one (1) year renewal term, in which case, this Agreement shall terminate at the expiration of the original term or renewal term as the case may be; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of Saltus; or (v) the Software License is terminated. Upon such termination, provided the Customer is not in default under this Agreement, Saltus shall refund to Customer a portion of the fees prorated to reflect the date of termination. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the non-breaching party resulting from breach of the Agreement by the other party, and either party may withhold any payments to the other party for the purpose of setoff until such time as the exact amount of damages due are determined.

2. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SALTUS DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE.

3. 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.

4. LIMITATION OF LIABILITY AND REMEDIES. EXCEPT AS OTHERWISE SET FORTH HEREIN, 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 OTHERWISE), THE ENTIRE LIABILITY OF SALTUS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND CUSTOMER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES CUSTOMER INCURS IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE. Customer agrees that the purchase price would be substantially higher but for these limitations.

5. GENERAL. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Any and all proceedings relating to the subject matter hereof shall be maintained in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois, which Court shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

6.0 SIGNATURE

Terms

Total charges for *software, hardware and services* provided under this agreement are \$11,944

1. Upon execution of this document, Saltus will invoice the City for all hardware, paper and 50% of all software and services; \$11,194
2. Upon deployment of the solution, Saltus will invoice the City for the balance of all fees; \$750

Payment terms are NET 15.

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

Agreed to:

City of Troy

By: 

Name: Allen P. Adornite

Title: Mayor

Date: 12/5/14

Agreed to:

Saltus Technologies, LLC

By: 

Name: Eric C. Fultz

Title: President/CEO

Date: 12/13/14

7.0 CUSTOMER CONTACT INFORMATION

PO Number: _____

Tax Exempt Status/Certificate Number: E9994-6831-07

Primary Contact:

Name: Michelle L. Schneider

Address: 116 E. Market St.

City: Troy State: IL Zip: 62294

Phone: 618-667-6731

Email: mschneider@troypolice.us

Billing Contact:

Name: Jeff Soland

Address: 116 E. Market St.

City: Troy State: IL Zip: 62294

Phone: 618-667-6741

Email: jsoland@troyil.us