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VILLAGE BOARD

September 2, 2022

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Frank DeSimone

Board of Trustees

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Village Clerk

Nancy Quinn

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Evan K. Summers

Mr. Frank Regan  
707 Osterman Avenue, Unit 1693  
Deerfield, Illinois 60015

Re: August 30, 2022 Commercial FOIA Request

Dear Mr. Regan:

I am pleased to help you with your August 30, 2022 Commercial Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on August 30, 2022. You requested copies of the items indicated below:

*"Any and all documents, including contracts, between the Village of Bensenville and Quicket Solutions, Inc."*

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-44-2022 entitled *"Resolution Approving a Five Year Agreement Between the Village of Bensenville and Quicket Solutions, Inc. for Ticketing Software in the Not-to-Exceed Amount of \$1800 Monthly"*. (31 pgs.)

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

**RESOLUTION APPROVING A FIVE YEAR AGREEMENT BETWEEN  
THE VILLAGE OF BENSENVILLE AND QUICKET SOLUTIONS, INC.  
FOR TICKETING SOFTWARE IN THE NOT-TO-EXCEET AMOUNT OF  
\$1800 MONTHLY**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, The Police Department issues citations for various infractions using automated software that issues the citation, enters it in a database for future retrieval and tracks payment and adjudication disposition; and

WHEREAS, the DuPage County board sent out a request for proposal looking for the lowest qualified bidder to provides robust software and a competitive price point. The County Board selected Quicket under their number JPS-P-0427-21 and recommended the approval of a contract purchase order to Quicket Solutions, Inc., to provide professional services and software for an e-ticket application. This contract covers the period of December 1, 2021 through November 30, 2026 for the Circuit Court Clerk, for a contract total amount not to exceed \$1,234,000. Per most qualified proposal 21-065-CRCT. (Circuit Court Clerk); and

WHEREAS, the Village of Bensenville Police Department will receive this system from the county; and

WHEREAS, the Village will purchase additional modules to track our adjudication process, issue local ordinance citations, track collection of fines and provide Advanced Data Analytics.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage, and Cook Counties, Illinois, as follows:

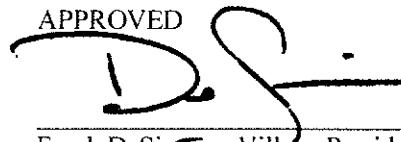
**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village Board authorizes and approves this Resolution approving the five year agreement with Quicket Solutions, Inc. for ticketing software in the not-to-exceed amount of \$1,800 (eighteen hundred) per month.

**SECTION THREE:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest to, the agreement for the services in the agreement attached hereto and incorporated herein by reference as Exhibit "A" with such additions and revisions thereto as the Village Attorney shall require.

**SECTION FOUR:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 26th day of April 2022.

APPROVED  


Frank DeSimone, Village President

ATTEST: Nancy Quinn

Nancy Quinn, Village Clerk

Ayes: Carmona, Franz, Frey, Lomax, Panicola, Perez

Nays: None

Absent: None

**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 Village of Bensenville, IL, located at 12 S Center St, Bensenville, IL 60106 (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

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 Prompt Pay Act, but in any event no later than thirty (30) days of invoice date.

(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. All terms of this Agreement, including but not limited to fees and expenses, are considered Confidential Information of both parties however, Customer shall not be restricted from including payment amounts to Quicket in a publicly disclosed document. Customer Confidential Information includes, but is not limited to, all Customer Data and other related Customer documentation (or any modifications or derivatives thereof) and any other confidential or non-public information related to Customer's activities. 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.

(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 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 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 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 Indemnity from Customer.** To the extent not prohibited by applicable law, if a third party claim is made against Quicket or any of its affiliates or their respective contractors or personnel (for purposes of this Section 9.6, collectively "Quicket") that relates to or arises out of: (i) Customer's negligent actions or omissions (ii) breaches of this Agreement (iii) violations of applicable law; or (iv) Customer Data Customer will indemnify Quicket and hold it harmless against such claim and resulting costs, damages and attorneys' fees finally awarded or agreed to in settlement, provided that (i) Quicket promptly notifies Customer in writing of the claim, and (ii) Customer has sole control of the defense and all related settlement negotiations, and further provided that no settlement of a claim binding Quicket will be entered into without the consent of Quicket; and (iii) Quicket reasonably cooperates at its own expense in any investigation, defense or settlement of such claim or action. Quicket may participate (at its own expense, except as described above) in any investigation, defense or settlement of such claim or action.

#### **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 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 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 and Customer's indemnification obligations under Sections 9.4 and 9.6 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 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

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. 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.

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: Christiaan Burner  
Name: Christiaan Burner  
Title: CEO  
Date: 4/27/22

Customer:

By: Evan K. Summers  
Name: Evan K. Summers - Village of Bensenville  
Title: Village Manager  
Date: April 27, 2022

## **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 24, 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.

**"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.

## **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.

**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

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.

## 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.

(b) Quicket hereby grants to Customer and its Affiliates a non-exclusive, non-transferable, 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.

#### 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 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,

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.

## 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:

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

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@quicksolutions.com](mailto:support@quicksolutions.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.



CONFIDENTIAL

**QUICKET SOLUTIONS, INC.**

**STATEMENT OF WORK**

**VILLAGE OF BENSENVILLE, IL**

**March 24, 2022**

## STATEMENT OF WORK

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**Project Name & ID: VILLAGE OF BENSENVILLE, 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 VILLAGE OF BENSENVILLE, 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 sixth anniversary of the completion of the SOW (the initial "Term" under the MSSA and this SOW), and shall include the following:

**PROFESSIONAL SERVICES:**

Items	Quantity
<b>Training</b> -Comprehensive user and administration training performed by Quicket Solutions staff. *Rate is per hour - estimated 16 hours total	16
<b>Dedicated Project Manager</b> Fixed fee due at execution of SOW	1

**SOFTWARE SUBSCRIPTION:**

Items	Quantity
<b>eCitation/eCrash Package - IL</b> Site License for all authorized users: -Windows-based eCitations with local citation configuration -Integrated with DuPage County-provided Quicket eCitation solution with IUCS/LEADER interface  -Windows and web-based IDOT certified crash reporting software  Quicket Cloud Infrastructure -Real-time data transfer from mobile application to Quicket Cloud: -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	1
<b>Adjudication/Administrative Hearings</b> -Multiple user real-time access with configurable user permissions -Automated roll call generation for retrieving case files -Case file interface to view prior offenses and enter judgement for offense -Online payment portal -Configurable business rules for fine escalations -Automatic notice generation and collection agency report generation -Automatic findings, decision, and order report generation -Audit reports of payments	1
<b>Advanced Data Analytics Platform</b> -Location-based analysis -Dynamic user, shift and department-wide analysis -Comparative demographic analysis -Time-based analysis -Advance statistical and pattern analysis for vehicles, names, locations, etc. -Clustering and heat map analysis -Custom cognitive analytical capabilities to generate dashboards for any available data captured -Report generation, report export and report sharing capabilities *Limited to two configurable dashboards	1

**YEARS 1-6 PAYMENT PLAN:**

Payment	Invoice Date
Years 1-3 Software Subscription: \$61,200.00	Fixed amount due at execution of SOW for first three years of software subscription
Training: \$175.00/hour	Up to Sixteen (16) hours provided complimentary (\$2,800.00 value). Additional training billed at \$175.00/hour. Due at completion of Phase 5(e)
Year 4 Software Subscription: \$20,400.00	Fixed amount due on third anniversary of execution of SOW for fourth year of software subscription
Year 5 Software Subscription: \$20,400.00	Fixed amount due on fourth anniversary of execution of SOW for fifth year of software subscription
Year 6 Software Subscription: \$20,400.00	Fixed amount due on fifth anniversary of execution of SOW for sixth year of software subscription

\*Quicket Solutions does not provide installation services for hardware to be "mounted" into vehicles

\*\*Any costs levied by 3<sup>rd</sup> 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.
- A high-speed internet connection for CLIENT desktop computers.
- A 4G/5G LTE mobile internet connection for CLIENT Windows-based laptop computers.
- The latest version, at the time this SOW is dated, of Google Chrome or Mozilla Firefox web-browsing application installed on CLIENT computers.

#### **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 or pay for a copy of a crash report. Upon successful payment of an eCitation, eCitations shall be updated and marked "PAID". Upon successful payment for a copy of a crash report, a copy will be made available by download by the person in PDF file format.

Funds shall be delivered to CLIENT at the end of each calendar month for the prior month 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. QUICKET shall retain all service fees. CLIENT shall receive the exact fine amount specified on each eCitation and shall have no responsibility whatsoever with regard to the service fees. Crash reports shall have a download fee of \$10 payable by the interested person. The report download fee shall be split equally between CLIENT AND QUICKET. QUICKET shall collect all download fees and pay to CLIENT fifty percent (50%) of the total download fees collected at the end of each calendar month via automatic transfer to the appropriate account specified by CLIENT. The paid report by the interested person may be downloaded as many times as desired.

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. Up to Sixteen (16) hours provided complimentary (\$2,800.00 value). Additional training shall be billed at \$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 Chief of Police or 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.

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.

1	Project Start	Estimated Start Date
#	Milestone	<i>NLT 14 Days after SOW Execution</i>
A	Introduction: Project Kickoff via video conference to designate project managers 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 or virtual 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	<i>NLT 28 Days after SOW Execution</i>
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	Based on forms and process, breakdown Phase 3 into checkpoints	
E	In-depth review during weekly check-ins. Quicket to share the project board with deliverables	
F	Finalize a concrete timeline based on all the final requirements	
G	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

#	<b>Milestone</b>	<i>NLT 56 Days after SOW Execution</i>
A	Checkpoint driven deliverables: TBD based on Phase 2	
B	Configure Client environment based on agreed-to requirements in Phase 2	
C	Finalized development phase with configuration changes for Client integrations and all hardware configurations	
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.	
<b>4</b>	<b>Testing / Customer User Acceptance Testing</b>	<b>Estimated Start Date</b>
#	<b>Milestone</b>	<i>NLT 168 Days after SOW Execution</i>
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.	
<b>5</b>	<b>Training</b>	<b>Estimated Start Date</b>
#	<b>Milestone</b>	<i>NLT 196 Days after SOW Execution or a date agreed upon by the parties</i>
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 on-site or virtual 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.	
<b>6</b>	<b>Go-Live and Support</b>	<b>Estimated Start Date</b>
#	<b>Milestone</b>	<i>NLT 224 Days after SOW Execution or a date agreed upon by the parties</i>
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.	

**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, virtual 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 North Wacker Drive, Suite 2410 Chicago, IL 60606
Phone:	(630) 723-7723
Email:	Ariley@quicketsolutions.com

**PROJECT MANAGER QUICKET:**

Name:	Don Drzal
Address:	1 North Wacker Drive, Suite 2410 Chicago, IL 60606
Phone:	(630) 723-7723
Email:	ddrzal@quicketsolutions.com

**EXECUTIVE SPONSOR QUICKET:**

Name:	Akshay Singh, President & Chief Technology Officer
Address:	1 North Wacker Drive, Suite 2410 Chicago, IL 60606
Phone:	(630) 723-7723
Email:	asingh@quicketsolutions.com

[SIGNATURE PAGE FOLLOWS]



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

**QUICKET SOLUTIONS, INC.**

By: Christiaan Burner

Name: Christiaan Burner

Title: CEO

**VILLAGE OF BENSENVILLE, IL**

By: Evan K. Summers

Name: Evan K. Summers

Title: Village Manager