Village of Schaumburg
DACRA MUNICIPAL ENFORCEMENT SYSTEM
Software License Agreement Terms

Subject to the Terms and Conditions attached hereto, DACRA Adjudication Systems, LLC D/B/A **DACRA Tech, LLC** ("DACRA"), 10275 W. Higgins Rd, Suite 490, Rosemont, IL 60018, hereby agrees to allow the **Village of Schaumburg**, an Illinois municipality (the "Municipality" or "Schaumburg"), 101 Schaumburg Court, Schaumburg, IL 60193 to access the DACRA Tech Municipal Enforcement System under the following terms and conditions:

A. Monthly Usage Fee—Price Locked During Initial Term:
In exchange for the licensed use of DACRA software and service, as defined in this agreement, Schaumburg will be billed a Monthly Subscription Fee calculated by totaling the fee for all citations issued that month. The tiered fee is based on annual citation volume and is subject to a monthly minimum of $1,500.00:

NWCDS Tiered Pricing Model	Per Ticket Fee
Tier 1 Adjudication Citations -First 10K Issued Annually	$3.00
Tier 2 Adjudication Citations -Second 10K Issued Annually	$2.50
Tier 3 Adjudication Citations -Above 20K Issued Annually	$2.00

Notwithstanding anything herein to the contrary, bug fixes or necessary updates to the current functionality of the system are included in the Monthly Usage Fee. Additional user modules are subject to mutually agreed upon fees.

B. Set-Up Fee - Waived
As an NWCDS member, the fee for software set-up, training, and support service is waived.

C. Loyalty Discount:
The above pricing is secured for the Initial Term, as defined herein, of this contract. In addition, a $53,000 discount will be applied, as noted below, throughout the agreement term. The Monthly Usage Fee will be reduced by 1/12th of the annual discount, subject to the monthly minimum fee of $1,500.00:

<div align="center">

Year 1 - $27,000 Annual Discount
Year 2 - $17,000 Annual Discount
Year 3 - $8,500 Annual Discount
Year 4 - $500 Annual Discount
$53,000 Total Discount

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D. Hardware:
All hardware, connectivity, maintenance and usage costs related to the DACRA hosted service is the responsibility of DACRA.

All hardware, connectivity, maintenance and usage costs for hardware directly used by the Village of Schaumburg (laptops, PCs, printers, network) is the responsibility of the Village.

E. Term:

The Initial Term of this Agreement shall be four (4) years and shall commence on May 1, 2020. After the Initial Term the Agreement shall be automatically renewed in successive periods of one (1) year, unless either party serves written notice to the other 90 days prior to the end of the relevant term. (The Initial Term and any successive renewal terms shall collectively be referred to as the "Term")

Village of Schaumburg:　　　　　　　　DACRA Tech, LLC:

By:_____　　　　By:_____

Print Name:_____　　　　Print Name: Robert Schur

Title:_____　　　　Title: Chief Executive Officer

Date:_____　　　　Date:_____

A. **Agreement Definitions**

"Municipality" and "You" and "Your" refers to the governmental entity that has executed DACRA's Municipal Enforcement Software License Agreement (the "Pricing Agreement") that accompanies and incorporates these Software License Agreement Terms and Conditions (the Pricing Agreement and these Software License Agreement Terms and Conditions are collectively referred to as the "Agreement"). Software as a service consists of system administration, system management, and system monitoring activities that DACRA performs for its Adjudication System (collectively, the "Services"). The term "Program Documentation" refers to materials provided by DACRA as part of the Services. The term "Adjudication System" refers to the software products owned or distributed by DACRA to which DACRA grants You access as part of the Services. The term "Users" shall mean those individuals authorized by You or on Your behalf to use the Services.

B. **Rights Granted**

Upon DACRA's acceptance of Your order and for the duration of the Term of this Agreement, You have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Your municipality's ordinance and code compliance purposes and subject to the terms of the Agreement. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with the Agreement. You acknowledge that DACRA has no delivery obligation and will not ship copies of the software that runs DACRA's Adjudication System to You as part of the Services. You agree that You do not acquire under the Agreement any right to use the Adjudication System beyond the scope or the duration of the Term of this Agreement. Upon the end of the Term, Your right to access or use the Services shall terminate.

C. **Third-Party Agreements**

It may be necessary for You to enter into additional contracts with third-party vendors in order to use some of DACRA's features. DACRA has no control and is not liable with respect to the services provided to You by third-party vendors and any price increases from such third-party vendors shall be Your responsibility.

D. **Your Data**

You retain all ownership in and to Your Data. The term "Your Data" refers to the all citation and hearing data collected on behalf of You with respect to the Services. As part of DACRA's Services, reciprocal access to Your Data is provided to authorized DACRA users in other municipalities, in return for allowing Your authorized Users to access similar data in such participating municipalities. You may opt out of this reciprocal data sharing arrangement by providing written notice to DACRA. DACRA will undertake all reasonable measures to protect Your Data from unauthorized access and will comply with the *DACRA Services Privacy Policy*, which can be found on DACRA's website. Upon termination of the Agreement, DACRA will provide You an electronic copy of Your Data within sixty days after the effective date of termination.

E.   DACRA's Intellectual Property

DACRA or its licensors retain all ownership and intellectual property rights to the Services and to its Adjudication System. DACRA retains all ownership and intellectual property rights to anything delivered under the Agreement, including any future developments, regardless of whether You, or any of Your employees or agents, had any input or in any way assisted in any such new development. You may not:

- Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted by DACRA;

- Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any of the Program Materials, except for the use of Your authorized Users; and,

- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

F.   Pricing and Billing

The Monthly Usage Fee pricing set forth in the Pricing Agreement will remain fixed during the Initial Term. After the expiration of the Initial Term, DACRA reserves the right to modify the Monthly Usage Fee pricing by providing You a minimum of 120 days advanced written notice before such price change goes into effect. You agree to remit full payment of DACRA's invoices within thirty (30) days of receipt. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that DACRA must pay based on the Services, except for taxes based on DACRA's income. For any partial month during the Term, the Monthly Usage Fee (including the minimum fee) shall be prorated based on the number of days that the Services were provided for such month. DACRA may audit Your use of the Services. You agree to cooperate with DACRA's audit and provide reasonable assistance and access to information.

G.   Termination

During the Initial Term, You shall have the right to terminate this Agreement for any reason (or no reason at all) by providing DACRA a minimum of 90 days advanced written notice of the effective date of the termination of Services.   DACRA may immediately suspend Your password, account, and access to or use of the Services (i) if You fail to pay any sums due DACRA under the Agreement within twenty-one (21) days after written notice from DACRA of the payment default, or (ii) if You violate any other provision of this Agreement and you do not cure said default within thirty days after written notice from DACRA. Regardless of the reason for the termination of this Agreement, you agree to pay all fees due DACRA which accrue or are incurred prior to the termination of the Agreement.

H.   Limitation of Liability

DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT DACRA WILL CORRECT ALL SERVICE ERRORS. YOU ACKNOWLEDGE THAT DACRA DOES NOT CONTROL THE TRANSFER OF DATA OVER

COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DACRA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. IN THE EVENT THERE IS A SERVICE INTERRUPTION WHICH LASTS MORE THAN 24 HOURS DUE TO THE FAULT OF DACRA, DACRA WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY USAGE FEE FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO DACRA, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND DACRA'S SOLE LIABILITY, FOR ANY BREACHES OF THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST DACRA SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

I.   **Other**

1.   Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

2.   DACRA may assign this Agreement by providing written notice of the assignee who will assume DACRA's obligations under this Agreement. You may not assign this Agreement without DACRA's prior written consent.

3.   You shall obtain at Your sole expense any rights and consents from third-parties necessary for DACRA and its subcontractors to perform the Services under the Agreement.

4.   The Agreement is governed by the substantive and procedural laws of Illinois. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before one arbitrator. The arbitration shall be administered by JAMS in accordance with JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

5.   Except for actions for nonpayment or breach of DACRA's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.

6.   Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

7.   This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

8.   You agree that this Agreement is the complete agreement for the services ordered by You, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. This Agreement may not be modified in any way except in writing signed by authorized representatives of You and DACRA.

The DACRA Municipal Enforcement System available as software hosted by DACRA will include the same functionality as the DACRA software currently hosted by the Village of Schaumburg. Details, as delineated below:

1. Ticket Creation and Ticket Searching
   a. Mobile Parking Tickets – entry, printing and searching of limited ticket data, photographs, and evidence
   b. Quick Parking Tickets – entry, printing and searching of limited ticket data and evidence
   c. State Tickets – entry, printing and searching of all necessary state ticket information (violation, violator, vehicle, conditions, notes, etc.)
   d. Parking Tickets – entry, printing and searching of all necessary parking ticket information and evidence (violation, location, vehicle, respondent, etc.)
   e. Animal Tickets – entry, printing and searching of all necessary animal ticket information and evidence (violation, location, animal information, respondent, etc.)
   f. Compliance Tickets – entry, printing and searching of all necessary compliance ticket information and evidence (violation, location, vehicle, respondent, etc.)
   g. Illinois Traffic Stop Study/Racial Profiling Information – entry, printing and searching of mandated Illinois traffic stop study data.
   h. Illinois Pedestrian Stop Study Cards – entry, printing and searching of mandated Illinois Pedestrian Stop Study cards (time, location, violator, reason for stop, etc.)
   i. Officer Documents – printing of "generic" documents preformatted for 4 ½" printers

   Ticketing includes:
   - Customizable text for certain ticket fields.
   - Issuance of consecutive ticket numbers with descriptive identifiers compliant with county circuit court requirements.
   - Persistent ticket data, with only authorized users able to "void" or "non-suit" a citation.
   - Ability to add evidence files such as photographs and documents to the ticket.
   - Easy creation of companion tickets with unique ticket numbers.
   - Ability to search on date range parameters and on any combination of ticket fields, including ticket status, issuing officer, issuing department, RMS or dispatch report number, violation code, warning tickets, voided tickets , etc.
   - Ability to export ticket data as PDF or CSV files.
   - Ability to retrieve original ticket PDF, even if data changes in the future.
   - Ability to customize timing and amount of fine escalations.

2. Towing
   a. Administrative Tow Tickets – entry and printing of violation, location, vehicle, respondent, tow information, concerned parties, etc.

b. Tow Receipts – entry and printing of tow receipts
c. Abandon Tag – entry and printing of officer, location, vehicle, owner, etc. with reporting for follow-up tracking.

Towing includes:
- Ability to convert an "abandoned warning tag" to a ticket and tow if the vehicle is not removed in the appropriate time frame.
- Notification to the vehicle owner and titleholder for all towed vehicles,
- Customizable "supervisor hold" statuses entry for each vehicle, such as DUI, insurance, investigative, or administrative, preventing the release of the vehicle until the hold is removed.
- Management of administrative tows to include integrated notices of seizure and hearing procedures.
- Issuance of administrative tow release forms with proof that the citizen has paid any necessary fines.
- Continuous tracking of all towed vehicles until final disposal.

3. Administrative Hearings
   a. Pre-Hearing – creation and printing of docket and respondent check-in sheets
   b. Hearing – entry of customized dispositions for the Findings, Decisions and Orders (FDO) by the administrative hearing officer with views of original citation data, evidence and prior violator history. Creation of no-show report and associate batch default judgements.
   c. Post-Hearing – batch printing of Findings, Decisions and Orders (FDO), post-docket report and hearing report

   Administrative Hearings includes:
   - Sorting of cases by respondents present, checked in, contest-by-mail and must appear.
   - Flexible assignment of court costs manually or automatically or waived by discretion of the hearing officer.
   - Ability for the administrative hearing officer to adjudicate the liability and/or continue the case to a future hearing, while entering detailed notes to support his/her decision on the case.
   - Ability to batch adjudicate no-show violators as default liable.
   - Customizable FDO text.

4. Batch Communications / Letters
   a. Notice of Violation – creation, previewing and printing of notice of violation / second notice.
   b. Administrative Tow Notice of Hearing – creation, previewing and printing of administrative tow notice of hearing letters.

c. State Tickets – printing of state tickets for delivery to the county, if desired. Ability to deliver electronically to the county, predicated on the county's ability to process electronic tickets.

d. County Court Transfer Sheets – printing of transfer sheets for delivery to the county for state tickets.

e. Final Determination Letter – creation, previewing and printing of the final determination letter for both escalating and non-escalating violations

f. Boot Letters – creation, previewing and printing of pre-boot, boot, and post-boot letters, for notifying parking scofflaws.

Batch Communications/Letters includes
- PDF copy of all letters and notices saved in the citation history
- Ability to customize text within letters

5. Payments
   a. Payment Entry – searching for citations, viewing citations, applying payment and payment method for a citation, and printing receipts
   b. Payment of Administrative Tow Bond – searching for the vehicle, applying payment and printing authorization to release vehicle receipt

6. Collections / Debt Recovery Process
   a. Export to Collections Agency – creation of collections report with violator and outstanding amounts due

Collections/Debt Recovery includes:
- Unpaid fine amounts are automatically escalated per local ordinance escalation rules.
- Violations are tracked by vehicle and violator, identifying each vehicle as eligible for boot/impound per local ordinance.
- For specific commercial collection companies, integrations exist with DACRA to easily export and import debt files and payments, automating the process and ensuring accurate citation record keeping.

7. Reports – creation and printing, with various filtering options for the following reports:
   a. General Adjudication
   b. Summary & Disposition
   c. Hearing Report
   d. AH Session Citations and Respondents
   e. Cash Reporting
   f. Status Summary
   g. Payments by Drawer
   h. DACRA hosting
   i. Payment

j. DMV List
k. Status Change
l. Status / Disposition Detail
m. Admin Tow
n. Void
o. Violation Report
p. Violation Summary
q. Officer Activity
r. Eligible for Impound
s. Eligible for Suspension
t. Payment Plan Report
u. Balance Due Reports
v. State Violation by Court Date
w. Racial Profiling Reports
x. Boot List by Plate
y. Boot List by VIN

Reporting includes:
- Multiple criteria report generation, including issuing department, officers, date ranges, violations, etc., depending on the report selected.
- Exclusion of juvenile violations if so desired.
- HTML-based reports that can be printed or saved as PDFs.

8. Night Parking
a. Search – searching for a night parking request
b. Create Request – entry of a night parking request
c. Search by Plate – searching for a night parking request by plate only

9. Administrative Tools
a. Admin Utility – entry of various settings and configurations for the system
b. Program Log Search – search by user and other values to trace specific timing and entry
c. Audit – ability to trace changes to tickets and payments

Database Access

DACRA will provide a copy of its SQL Server 2016 Database that contains Village of Schaumburg data to the Village of Schaumburg. Further, DACRA will establish an ongoing database replication link, which will update the data immediately on Schaumburg's local database version as changes are made to the DACRA database.

Third Party Integrations

<u>LEADS</u>
DACRA takes in LEADS information from ID Networks to populate basic violator information on citations, as long as the information is provided by ID Networks. The Village is responsible for the agreement with and functionality of the ID Networks software. DACRA is responsible solely for the parsing of the ID Networks data.

If/when Schaumburg moves to Motorola as a LEADS provider, DACRA will similarly interface with that LEADS information. Again, the Village is solely responsible for the agreement with and functionality of the Motorola software. DACRA is responsible solely for the parsing of the Motorola data.

<u>On-Line Payments</u>
Currently, the DACRA Adjudication System interfaces with Schaumburg's payment processor for on-line payment processing. The current integration process is accomplished by the DACRA system receiving payment information from Schaumburg via SQL stored procedures and is incorporated into the various records in the DACRA system.

Alternately, DACRA interfaces with third party vendors for on-line payment processing of violations with real-time updates to the DACRA Adjudication System. Integration pricing is dependent on requirements which are scoped and agreed upon prior to commencement. While the pricing is dependent on specific scoping, the interface development fees are approximately $5,000.

An integration with DACRA Tech's preferred online payment vendor, Paymentus is offered at no charge (the "Integration Fee"). The Integration Fee is a one-time fee and will be invoiced at the time Schaumburg make's the elections to utilize Paymentus services.

Security and Compliance

- All data held by DACRA is encrypted to CJIS standards
- All agency data is secured, with the back-end database isolated from the web front end and behind firewalls.
- The DACRA software includes auditing features, so any change in data can be traced to a time and user.
- All data is backed up and stored in multiple locations for recovery if needed.

Uptime and Support

- **Uptime:** The DACRA software shall be available with full functionality a minimum of 99.5% of the time in any given month. Any pre-planned maintenance, which shall not exceed four hours in a month, will not be considered downtime. Any pre-planned maintenance will be coordinated with the Village of Schaumburg to be done during the least disruptive times as possible.

- **Support:** For any issue requiring assistance or escalation, the Village of Schaumburg shall e-mail DACRA at schaumburg@dacra.tech.com. DACRA will respond to these issues between normal working hours, Monday-Friday, 9 a.m. – 5 p.m. For any critical issue preventing core functionality of the software (i.e., the site is inaccessible or it's impossible to issue a ticket, or manage a hearing), the Village of Schaumburg may also call 847-490-8440. DACRA will initially respond to any of these "critical" issues within 30 minutes and endeavor to resolve as soon as possible.

System Requirements

System requirements for the Village of Schaumburg
- User laptops or desktops running Windows 8 or newer
- Internet connectivity with Chrome browser and printer connectivity as needed
- Microsoft SQL Server – 2016 or newer with 16 GB RAM (for keeping local version of the database)