

DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated _____ (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and **City of Crest Hill** (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. Term. The term of this Agreement (the “**Term**”) shall be two (2) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 90 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 120 days prior to the expiration of the term.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

City of Crest Hill
Attention: Edward Clark
20590 City Center Boulevard
Crest Hill, IL 60403
Email: eclark@cityofcresthill.com

If to Dacra:

Dacra Tech, LLC
Attention: Dave Braner, CEO
450 Devon Avenue, Suite 100
Itasca, IL. 60143
Email: David.Braner@Dacratech.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Dacra Tech, LLC
a Delaware limited liability company

By: _____

Name (print):

Title:

Date:

City of Crest Hill
an Illinois municipal corporation

By: _____

Name:

Title:

Date:

[Signature page to Master Software Licensing Agreement]

EXHIBIT A
MASTER TERMS AND CONDITIONS

A. Limited License Granted

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

B. Third-Party Agreements

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

C. Data

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

D. Dacra’s Intellectual Property

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) 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 in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) 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).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

E. Further Assurances

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in

accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

F. Pricing and Billing

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with, and subject to, the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

G. Termination

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

H. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, OR PROFITS.

I. Other

- (i) 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.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of Will County, Illinois.
- (vi) 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.

- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, 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.
- (viii) 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.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

J. Maintenance and Support

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
 - (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
 - (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.
1. **Continuity of Service.** Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) **MAJOR** - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
- (ii) **MINOR** - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example,

subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).

2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

K. Insurance Requirements

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
- (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

EXHIBIT B

SERVICES REQUESTED BY MUNICIPALITY

DacraTech can help you streamline and effortlessly manage your prevention and violation enforcement efforts, from complaint to collections while protecting and increasing violator's due process rights. The Dacra Municipal Enforcement System is a web-based crime prevention, traffic safety, e-citation, tow and adjudication management system that is made up of the following available solutions:

Dacra Municipal Enforcement System Architecture and Security

- **Architecture/Hardware**
 - .NET stack with SQL back end separated from the front end via entity framework services
 - Web-based platform that works with modern hardware, with Chromium engine
 - JSON APIs available as well as numerous government and public safety software system integrations
 - For handheld ticketing, iPads preferred for efficient printing
 - Compatible with either 4" or 8 ½" Printers

- **Security**
 - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services.
 - Criminal Justice Information Services (CJIS) compliant software
 - Two factor authentication (2FA) and Single Sign On (SSO) authentication capable
 - Department/personnel roles isolate secure data to authorized users
 - Extensive citation auditing features track changes to citations

Adjudication/Violation Hearing Module

- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
 - *Parking Citations* – Multiple methods to efficiently manage parking citation issuance and adjudication
 - *Animal Citations* – Track animal specific information and ensure follow-up findings and order compliance
 - *Compliance Citations* – Department specific ordinance citations for police, building code, fire inspections, etc.
 - *Tow Citations* – Ensure administrative tow/impound hearings comply with local ordinance and state statutes
 - Per violation features include correspondence creation, digital evidence storage, and tracking
 - Custom per violation fines and fees

- **Hearing Management Tools:** Efficiently manage multi-department notices and hearings with features such as:
 - Multiple Hearing Locations and Times
 - Hearing Notices and Summons variable by issuing department
 - Comprehensive hearing check-in processing
 - Case-based Violations and Hearing Officer Tools for Case Review
 - Findings, Decisions, and Orders Issued with Custom Language
 - Final Determination Letters Issued with Custom Language
 - Batch Process for "Default No-Show" rulings
 - Batch Process management of notices

- **Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly, while offering a variety of fine payment tools such as:
 - Complex Fine Structure Tracking
 - Partial Payment Capability
 - Daily Cashier Reporting

- **Data Reporting and Analysis:**
 - Robust library of pre-built reports prepared to help manage administrative processes and system analysis.
 - Extensive search capabilities provide complex, multi-rule data searches for comprehensive reporting/analysis.

Police e-Citation Module

- **State e-Citations:**
 - Issue and print statutorily compliant citations:

- Electronic Uniform Traffic Citation
 - Electronic Overweight Citation
 - Electronic Civil Law Citation
 - Cook County “Y” Citation Format
 - Compliant with Administrative Office of Illinois Courts standards
 - Electronic County Citation Transmittal for select counties
 - Custom transmittal forms for multiple circuit court systems
- **Municipal e-Citations:**
 - Issue and print local ordinance citations in the following categories:
 - *Parking Citations* – Multiple methods to speed parking citation issuance
 - *Animal Citations* – Track animal specific information and ensure follow-up findings and order compliance
 - *Compliance Citations* – Police specific ordinance citations with follow-up findings and order compliance
 - *Tow Citations* – Issue administrative tow seizure and hearing notices
- **Additional Citation Features:**
 - **Integration options available for person/vehicle data population**
 - One click “companion” violations with case grouping features
 - Dacra’s “3-Click Ticketing” issued via handheld devices
 - Agency defined, mandatory field completion reduces human error
 - Dacra’s “Easy Search” statute and ordinance lookup functionality
 - Citation level digital evidence/record storage
 - Extensive citation data analytics with location/offender mapping capabilities
- **Traffic Stop Study (TSS) and Pedestrian Stop Study (PSS) Data Collection:**
 - Easily collect required traffic stop data to reduce entry time and generate reports for uploading.
 - Generate a pedestrian stop receipts as required by the state of Illinois.
- **Violator History:**
 - Citation and warning history summary displayed to issuing officer.
 - Multi-Agency Violator History shared between participating Dacra agencies – *Coming in 2024*
- **Officer Docs:**
 - Create and print single-use documents needed for the police patrol environment.
 - Stored in the digital evidence module when created in conjunction with a citation.

Building Code Notice & Summons Module

- **Building Code Notice and Summons Creation:**
 - PIN database lookup for quick citation population
 - Multi-PIN association for citations and case tracking
 - Department specific summons and notices
 - Agency defined mandatory field completion to reduce human error
 - Dacra’s “Easy Search” statute and ordinance lookup functionality
- **Building Code Case Management:**
 - One click “companion” violations with case grouping features
 - Citation Grouping for citation creation and hearing management
 - Citation level digital evidence/record storage
 - Extensive citation data analytics with location/offender mapping capabilities
 - Follow-Up inspection tracking on “My Follow-Ups” from home screen
 - Abatement tracking for required compliance dates with custom added fees

Towed/Abandoned Vehicle Management Module

- **Abandoned Vehicle Management:**
 - Identify abandoned vehicles and create case
 - Issue required notices and follow-up reports
 - Prevents duplicate reports from being issued

- Follow-up abandoned vehicle tracking report
- **Towed Vehicle Management:**
 - **Police Tow and Impound Inventory Management:** Creates and processes tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
 - **Administrative Tow Citation Integration:** Dacra unifies tow inventory and violation data from initial seizure/administrative tow issuance, through holds, bond payments, and hearings, ensuring violator due process while reducing department risk.
 - **Tow Holds:** A variety of tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.
- **Boot/Scofflaw Management Program:**
 - Issue “Boot Eligible” notices per local ordinance
 - Bypass rules to add associated vehicles to boot list
 - Track “Boot Ready” parking scofflaws via “Boot Lists by Plate” and “Boot Lists By Vin”
 - Integrations available with certain ALPR and Boot vendors

Community Caretaking Module

- **Crime Prevention Notices:**
 - Issue Crime Prevention Notices to communicate areas of concern to residents.
 - Search tools for tracking prior notices issued

System Configurations

- **System Set-Up, Configuration:** Dacra assists with project management expertise to guide communities through what might otherwise be a complicated process. Typical installations are targeted for a smooth transition from contract to Go-Live in 120 days.
- **Dacra User Training:** Dacra system training is provided through virtual training and comprehensive online learning tools.
- **“Sandbox” Training Site License:** Dacra provides a free 4-month training “sandbox” to give ample time to bring staff up to speed on the operational capacity of the Dacra Municipal Enforcement System. This sandbox will be a duplicate of your actual system, with sample data populated for use. Extended Sandbox licensing available for an additional fee.
- **Historical Citation Data Import:** Dacra can import key citation data from certain legacy systems to allow your legacy municipal enforcement data to be housed within Dacra.

Driver & Vehicle Owner Data Imports

- **LEADS Citation Auto-Population Integration:** Dacra can integrate with Motorola P1 CAD presuming your P1 license allows citation auto-population of driver and vehicle data from the Dacra LEADS queue.

DACRA 3rd Party Integrations

- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3rd party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

EXHIBIT C
FEES PAID BY MUNICIPALITY

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. **Monthly Service Fee:** In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed, and the Monthly Usage Fee for citations issued that month:

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee	Monthly Service Fee
Monthly Licensing Fee – Adjudication, E-Citations, Building Code, Tow, Community Caretaking Modules	
- Year 1: Go-Live Date May 1, 2024 – April 30, 2025	\$2,500
- Year 2: May 1, 2025 – April 30, 2026	\$2,500
Monthly Usage Fee – Calculated by totaling fees for citations issued that month:	
- Adjudication Citations Issued That Month –500 included at no cost	\$3 each
- State Citations – Will County Contract Provides Module	

Additional Fee Description	Monthly Fee
Dacra’s standard Motorola P1 CAD interface to transfer driver/vehicle data	Waived
Use of DACRA APIs for Data Transfer	Waived