

QUICKET SOLUTIONS, INC.

STATEMENT OF WORK

WHITESIDE COUNTY CIRCUIT CLERK

April 22, 2024



STATEMENT OF WORK

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Project Name & ID: WHITESIDE COUNTY CIRCUIT CLERK

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 WHITESIDE COUNTY CIRCUIT CLERK ("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 SOW (the initial "Term" under the MSSA and this SOW), and shall include the following:

TRAINING:

Items	Quantity
Training and Implementation Fixed price for training (limited to two full days) and implementation.	1

SOFTWARE:

Items	Quantity
eCitation software - IL Enterprise Software License for Unlimited Users and Devices in County Windows-based eCitation software and web-based data management application including: -Uniform citation -Written warning -Dedicated LEADS connection with query and auto-populate capabilities Traffic Stop and Pedestrian Stop Data Sheet w/ Receipt -IDOT-compliant reporting with error validation and automatic compiling of data for IDOT Quicket Cloud Infrastructure -Real-time data transfer from mobile application to Quicket Cloud: -Cloud Server -LEADS Server -Cloud Data Storage -Cloud Backup Server Reporting Package -Report export tool -IDOT stat analysis Maintenance & Support -Ongoing maintenance of Cloud and integrations -Server health checks -Compliance management -24/7 support -Updates/upgrades	1
Items	Quantity
Integration Services Goodin Associates (JIMS) for eCitation electronic transmittal *Included	1

PAYMENT PLAN:

Payment	Invoice Date
Year 1 Software: \$45,000.00	Due at execution of SOW.
Training: \$1,500.00	Sixteen (16) hours included. Additional training billed at \$175.00 per hour. Due at completion of training.
Year 2 Software: \$9,300.00	Due on 1 st anniversary of execution of SOW.
Year 3 Software: \$9,300.00	Due on 2 nd anniversary of execution of SOW.
Year 4 Software: \$9,300.00	Due on 3 rd anniversary of execution of SOW.
Year 5 Software: \$9,300.00	Due on 4 th anniversary of execution of SOW.
Year 6 Software: \$9,300.00	Due on 5 th anniversary of execution of SOW.

*Any costs levied by 3rd party providers for necessary integrations are separate and not reflected

THE CLIENT RECOGNIZES THAT SIGNIFICANT TIME AND EXPENSE BY QUICKET IS REQUIRED TO CONFIGURE THE SOFTWARE TO SOW SPECIFICATIONS AND THEREFORE ANY SOFTWARE PAYMENTS MADE IN YEAR 1 SHALL BE CONSIDERED FULLY EARNED AND NON-REFUNDABLE UNLESS TERMINATION FOR CAUSE IS EXERCISED IN ACCORDANCE WITH THE TERMS OF THE MSSA.

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.
- A high-speed internet connection for CLIENT desktop computers.
- 4G LTE high-speed internet connection for CLIENT laptop computers.
- The latest version, at the time this SOW is dated, of Google Chrome or Mozilla Firefox web-browsing application installed on CLIENT desktop or laptop computers.

4. 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. 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.

c. OPERATIONS AND MAINTENANCE SUPPORT

QUICKET shall be responsible for maintenance of the Quicket Solutions Software and Services and QUICKET furnished CLOUD INFRASTRUCTURE.

5. 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. CLIENT will be permitted to have an unlimited number of personnel (limited only by the capacity of the CLIENT facilities) attend such training.

6. 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 designated CLIENT 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 estimated schedule of milestones will be used by CLIENT to monitor timely progress under this task order. In this schedule, NLT designates "No Later Than", "NTP" designates "Notice to Proceed", Days designates "Calendar Days", and PS designates "Project Start". 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.

MILESTONE	DELIVERIES OR PERFORMANCE RESPONSIBILITY	PLANNED COMPLETION DATE
Project Start (PS)	QUICKET	At execution of SOW
Phase I: Planning	QUICKET/CLIENT	NLT 45 Days after execution of SOW

Phase II: Development	QUICKET	NLT 90 Days after execution of SOW
Phase III: Training and Beta Release	QUICKET/CLIENT	NLT 120 Days after execution of SOW
Phase IV: Final and Stable Release	QUICKET/CLIENT	NLT 150 Days after execution of SOW
Initiate Maintenance and Support	QUICKET	NLT 150 Days after execution of SOW

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, 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. The final delivery date will be adjusted based on the additional days required by CLIENT to respond to requests for information and/or clarifications.

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 estimated 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.

7. 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:	Charles Lasher
Address:	1 S Dearborn St, 20 th Floor, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	clasher@quicksolutions.com

PROJECT MANAGER QUICKET:

Name:	Don Drzal
Address:	1 S Dearborn St, 20 th Floor, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	ddrzal@quicksolutions.com

EXECUTIVE SPONSOR QUICKET:

Name:	Akshay Singh, President & Chief Technology Officer
Address:	1 S Dearborn St, 20 th Floor, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	asingh@quicksolutions.com

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

QUICKET SOLUTIONS, INC.

By: _____
Name:
Title:

WHITESIDE COUNTY CIRCUIT CLERK

By: _____
Name:
Title: