

AQUATIC INFORMATICS - SOFTWARE LICENSE AGREEMENT

SCOPE

City of San Diego
9191 Kearny Villa Court
San Diego, CA 92123
("Subscriber")

- and -

Aquatic Informatics Inc.
5600 Lindbergh Drive
Loveland, CO 80538
("Provider" or "AQI")

- A. This Software License Agreement (the "**Agreement**") is between Provider and you the customer of Provider seeking to license certain software in executable code form and obtain related services from Provider ("you" or "Customer").
- B. Provider is licensing certain software in executable code form including related professional services more particularly described in Schedule A ("the Software") upon the terms and conditions set out in this Agreement. By using the Software, you agree to abide by the terms of this Software License Agreement ("Agreement").
- C. This Agreement includes the following Schedules:
- Schedule A - Description of Software
 - Schedule B - License Term and payment terms
 - Schedule C - Support and Maintenance
 - Schedule D - Terms and Conditions
 - Schedule E – Quote – 00021446 – WIMS Reinstatement – MGD Pricing plus New DW Facility and Optional PS – 3.14.25
 - Schedule F – WIMS Sole-Source 3.7.2025
 - Schedule G – Addendum A from the City of San Diego

1. Software.

1.1 Provider grants to Customer, a license which permits Customer to use the Software in executable code format only and in the manner as described in this Agreement. The Software is licensed, not sold. Provider, and not Customer, owns the Software, which is protected by United States, Canadian and international copyright laws. Customer may use the Software only in the manner set out in this Agreement. This Agreement gives Customer no intellectual property rights in the Software.

1.2 Provider will support your use of the Software and will maintain the Software in the manner set out in Schedule C and this Agreement ("Support and Maintenance"). Such support and maintenance is provided on condition that you are current in all payments due to Provider.

1.3 Provider will provide professional services ("PS") to you on mutually agreed terms set out in Schedule E, a Quote, or a Statements of Work (all described as "SOW") and may include, for example, Software installation, implementation and additional training, all of which is to be performed in accordance with Schedule D and Schedule G. Additionally:

- (a) Your responsibilities and Provider responsibilities, project schedules, milestones, deliverables with respect to PS and its delivery will be set out in the SOW.
- (b) Provider's PS and the SOW will be provided on the basis of assumptions and information set out in the information you have provided to Provider. If such assumptions/information provided by you is incorrect then you acknowledge that milestones, schedules, deliverables or pricing of PS may require adjustment. If required, such adjustments will be mutually agreed in writing.

- (c) Charges for PS commenced in accordance with SOW milestones or schedules are non-cancellable once commenced. Unless this Agreement is terminated by Subscriber for cause, PS will be provided in accordance with SOW milestones or schedules and charged on the basis of those milestones and schedules even if deliverables set out such SOW can not be delivered due to Subscriber's act, omission or delay.

1.4 Customer's responsibility generally are as follows.

- a) The Software is only for your use. You may not provide the Software to other parties in any manner, including as a service bureau or application service provider.
- b) In using the Software, You will adhere to all applicable laws, rules, and regulations.
- c) To use the Software You must create a user account associated with a real person. You are responsible for that user account's security, for all activities that occur under that account and for strictly monitoring who has user account access. You will immediately contact us if you believe a user account has been compromised or is being used by unauthorized persons.
- f) You may use the Software only in accordance with any documentation and [acceptable use policies](#).
- g) Customer may not alter or modify the Software in any way

1.5 You are responsible for the accuracy, quality, integrity rights to use and legality of data processed using the Software. You are responsible for ensuring you have the right to use any data, text, audio, video, images, software, lab samples, operational readings, field readings, or other similar content ("Content") you input into the Software. More particularly it is your responsibility to ensure the following:

- a) that Your Content is compatible with then-current interfaces for the Software;
- b) that Your Content complies with the terms of this Agreement, with applicable law and regulation and any Provider policies made known to you; and
- c) that You are responsible for dealing with any legal claims relating to Your Content including any intellectual property-related claims.

1.6 No other services are provided with the Software unless mutually agreed to otherwise. Provider may modify this Agreement at any time by providing you at least 90 days advance notice. The modified terms will become effective on the terms as notified. By continuing to use the Software after the effective date of any Agreement modifications, you agree to be bound by the modified terms. If you do not agree to such modifications, you may terminate this Agreement without penalty to either party.

2. Fees and Payment

2.1. Fees charged for the Software license ("License Fees") and for the Support and Maintenance ("SMA Fees") are set out in Schedule B. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any fees charged for new options applicable to the Software or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month

3. Consequences of breach

3.1 Provider may terminate this Agreement and your license to use the Software if you breach the Agreement or use the Software in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Software, Provider or a third party's operations, (iii) may subject Provider or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation. Provider will give Customer written notice of such breach. If such breach is not corrected in 30 days Provider may terminate this Agreement.

4. Term; Termination

4.1. The term of this Agreement pertaining to the Software license commences on the Effective Date and is for the length of time stated in Schedule B ("License Term"). If not stated in Schedule B, the License Term will be for a perpetual term. The term of this Agreement pertaining to Support and Maintenance commences on the Effective Date and is for the length of time stated in Schedule B ("SMA Term"). If not stated in Schedule B the SMA Term will be for a one year term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

4.2 Additionally, this Agreement shall terminate in each of the following events:

- a) Either party may terminate this Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.
- b) Either party may terminate this Agreement for cause upon 30 days advance notice to the other if there is any material default or breach of this Agreement by the other, unless the defaulting party has cured the material default or breach within the 30 day notice period.

If this Agreement is terminated for cause by Customer, then Provider shall refund Customer any fees payable for Support and Maintenance ("SMA Fees") payable in advance of the effective date of termination. Upon termination for cause by Provider, Customer shall pay any unpaid fees covering the remainder of the SMA Term after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

4.3. Any post-termination assistance additional to that described below is subject to mutual written agreement.

- a) Generally. Upon any termination of this Agreement:
 - (i) all your rights under this Agreement immediately terminate;
 - (ii) you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;
 - (iii) you will immediately return or, if instructed by us, destroy all Provider Content in your possession.

5. Proprietary Rights and confidentiality

5.1 Ownership.

- a) "Proprietary Information" means the Software, any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Provider considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering and the Provider Content remains that of Provider. As between Provider and Customer, Customer exclusively owns all rights, title and interest in and to all of Customer's Content. No right or license is granted hereby to Subscriber or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Provider, except for the limited use licenses implied by law.
- b) Customer shall not (i) permit any third party to access the Software except as expressly permitted, (ii) create derivative works based on the Software, (iii) copy, frame or mirror any part or content of the Software, (iv) reverse engineer the Software, or (v) access the Software in order to build a competitive product or service, or copy any features, functions or graphics of the Software.
- c) Using the Software it is possible to collect aggregated anonymized data which is collected and stored without association with Personally Identifiable Information ("PII") and does not identify Customer in any way ("Aggregated Data"). All Aggregated Data is the property of Provider and treated as Confidential Information.

5.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Software, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient; already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;

following the date of this Agreement is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

5.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Provider's prior written consent. Confidential Information may be disclosed to a party only to employees or consultants having a need-to-know provided such parties are bound by confidentiality obligations. If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

6. Miscellaneous.


6.1 The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

6.2 Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of this Agreement.


6.3 Upon consent by Provider, this Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Customer and at fees in accordance with the Agreement unless separately negotiated between such other entities and Provider. Further related entities participating in a cooperative procurement process shall place their own orders directly with Provider. Provider and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Agreement.

Provider and Customer have executed this Agreement as of the date below.

AQUATIC INFORMATICS

Date: 07/07/2025
Per: 
Jason Jones (Jul 7, 2025 13:19 CDT)
Name: Jason Jones
Title: Sr. Sales Manager
I/We have authority to bind the corporation.

CITY OF SAN DIEGO

Date: 07/08/2025
Per: 
Name: Claudia Abarca
Title: Director, Purchasing & Contracting
I/We have authority to bind Municipality.

Approved as to Form on 8 of July, 2025.

Heather Ferbert, City Attorney

By: *Justin Stanek*
Justin Stanek (Jul 8, 2025 15:29 PDT)

Justin Stanek, Deputy City Attorney

Schedule A
Description of Software obtained by Customer

Description of Software Provided (See Schedule B for License Fee & Payment Terms):

WIMS software for water or wastewater treatment plants.

Description of Professional Services Provided (See Schedule B for Payment Terms):

- Implementation services for WIMS software for one plant with one collection system or one distribution system.
- SCADA and LIMS Interface Configuration and Training.
- WIMS Remote Training
- Optional WIMS Services – As Needed Professional Services to be quoted per project.

Schedule B
License Fee, SMA Fee and payment terms

1 License Term

1.1 This Agreement begins when AI sends login credentials to the Customer (Table 1). The License Term begins regardless of whether or not the Professional Services (Table 2) have been delivered.

1.2 The License Term and term under which Support and Maintenance is provided to Customer ("SMA Term") is for one (1) year, and thereafter renews automatically for successive one (1) year periods unless either party gives the other party 30 days written notice of its intent not to renew this Agreement prior to the expiration of the then current term. The term shall not exceed five (5) years without the authorized approval in writing by both parties.

2 Payment Terms

2.1 The License Fee is payable on the date when Provider sends login credentials to Customer (Table 1):

2.2 Professional Services and One-Time Fees are payable on delivery of services unless stated otherwise (Table 2).

Table 1. License Fee

Software module	License Fee
Not applicable	
Total One-Time License Fee	NA

3 Annual SMA Fee

3.1 The Customer agrees to pay the annual SMA Fees for Support and Maintenance of Software modules listed in the table below each year thereafter. Provider may amend its fees for any renewal term on 30 days notice to Customer given prior to the expiration of the current term. Any applicable taxes are not included in this fee.

3.2 Customer acknowledges that additional modules, additional systems/facilities being managed, or additional users to those listed below may require adjustments in pricing to the SMA Fee. Customer certifies that the information is accurate and agrees to notify Provider of any material change in the information.

Table 2. Annual SMA Fee

Software module	Annual SMA Fee
WIMS Classic MGD - 7 Facilities, 265 MGD, Unlimited Users	\$77,380.00
WIMS Basic Support, Interfaces	\$6,534.53
WIMS Classic MGD - 1 new DW Facility, 34 MGD, unlimited users	\$24,616.00
Aquatic Academy User Subscription	\$0
Total Annual SMA Fee	\$108,530.53

4 Professional Services and One-Time Fees

4.1 Professional Services and One-Time Fees are payable on delivery of services unless stated otherwise as follows:

Table 3. Professional Services Fees

Professional Services Description	One-Time Fee
WIMS Software Support Re-Enrollment Fee	\$3,080.00
WIMS Major Release Upgrade: Premium	\$0.00
WIMS New Implementation	\$12,804.96
WIMS SCADA Interface Configuration and Training	\$4,268.32
WIMS LIMS Interface Configuration and Training	\$4,268.32
WIMS Remote Training	\$4,268.32
Total One-Time and PS Fees	\$28,689.92

Optional Services	Fee Not to Exceed
Optional WIMS Services – As Needed Professional Services to be quoted per project, not to exceed \$50,000.	\$50,000.00

Schedule C Support and Maintenance of Software

Support and maintenance is provided with the Software.

Provider will maintain the Software at the latest release making new enhancements and improvements available as part of Provider's development methodology. In addition to regular maintenance of the Software, Provider will support you by answering queries from technically-trained users designated by you and resolve such queries in a manner set out below

1.0 DEFINITIONS

- (a) **"Case priority 1"** means the Software has a system outage or does not work per user documentation, business operations have been severely disrupted and no work around is immediately available;
- (b) **"Case priority 2"** means the Software does not work per user documentation, business operations can continue in a restricted fashion (although long-term productivity might be adversely affected) and no work around is immediately available;
- (c) **"Case priority 3"** means the Software does not work per user documentation, impaired operations of some components, but allows the user to continue using the software, a work around exists but it is not obvious or is difficult and as a result there is significant impact productivity or efficiency;
- (d) **"Case priority 4"** means the Software does not work per user documentation, business operations are not significantly impacted;
- (e) **"Case priority 5"** means the Software does not work per user documentation and does not affect business operations or software does not work as expected and is not in user documentation or is an enhancement request;
- (f) **"Documentation"** means the instruction manual or help on the Software;
- (g) **"Minor Release"** means a release of Software containing bug fixes or other small software changes provided by Provider for the correction of Software anomalies, and made available to the Customer;
- (h) **"Major Release"** means a release of Software containing new or improved functionality, and made available to the Customer;
- (i) **"Operating Hours"** are 8:00 am – 8:00 pm (Mon – Fri) Eastern Time excluding Provincial, Canadian, State and US statutory holidays and 9:00 am - 5:00 pm (Mon – Fri); Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays;
- (j) **"Resolution"** means one or more of the following outcomes: a) a mutually acceptable work around, b) a configuration/data change or c) a Software Change;
- (k) **"Software Change"** means changes to Software functionality;
- (l) **"Supported Release"** means the current, generally available Major Release of the Software or one of its two previous Major Releases.

2.0 SUPPORT AND MAINTENANCE SERVICES

2.1 Description of Services. During any SMA Term and subject to the provisions of this Agreement, Provider will use commercially reasonable efforts to provide the following Support and Maintenance Services:

- (a) Live telephone support with a support representative during Operating Hours;
- (b) Email support during Operating Hours;
- (c) Live Web conferencing with a support representative during Operating Hours where required to understand the support case;
- (d) Case tracking through our online case tracking system;
- (e) Access to an online Support Portal 24 hours a day, 7 days a week; and
- (f) Entitlement to download and use each new Major and Minor Release of the Software for which you have obtained licenses.

2.2 Support Service Level Agreement

Case Priority	Initial Response	Target Time to Resolution
1	1 business day or sooner	2 business days
2	1 business day	3 business days
3	1 business day	10 business days
4	1 business day	At Provider's discretion
5	At Provider's discretion	At Provider's discretion

- (a) A Software Change is only released before the next scheduled Major Release when the Software Change is the only way to resolve a priority 1 or 2 case;
- (b) A Software Change is only released for compatibility with the current Major Release or one of the two previous Major Releases.
- (c) If you are experiencing issues and not using a Supported Release of the Software, you must upgrade to a Supported Release (preferably the latest Supported Release) and then, if the original case persists, Provider will work with you to find a mutually acceptable resolution.
- (d) You must check on the Provider Support Portal to determine if you are using a Supported Release
- (e) Initial Response and Target Time to Resolution time periods start once a case is logged in Provider's Support Portal.
- (f) Resolution times may exceed the Target Time to Resolution time targets depending on the complexity involved in determining the root cause of the case and the complexity of finding a resolution for it. Should this situation arise for priority 1 or 2 cases, you will be provided a credit towards their next Annual SMA Fee calculated as follows:
 - a. $\text{Credit} = \text{Annual SMA Fee} \times ((\text{Number of business days in excess of Target Time in a given SMA Term}) / (\text{Total Number of business days in the same SMA Term}))$
- (g) The credit for any SMA Term cannot exceed the Annual SMA Fee.
- (h) SMA Credits can only be used as a rebate toward the purchase of a subsequent SMA Term and otherwise has no cash value.
- (i) SMA Credits are your sole remedy if resolution times exceed the Target Time to Resolution.

2.3 Resolution of Software Anomaly. A Software anomaly will be considered to be resolved when:

- (a) the Software is working in substantial accordance with the Documentation when operated on the supported hardware, operating system and peripheral as designated by Provider; or
- (b) Provider has advised you of one of the following:
 - (i) how to correct or bypass the Software anomaly;
 - (ii) that the correction to the Software anomaly will be available through a future Major or Minor Release; or
 - (iii) that the anomaly falls within an exception to this Agreement.

3.0 EXCEPTIONS

3.1 Support and Maintenance Exclusions. Maintenance and Support Services are not provided for and do not apply to:

- (a) third party software and middleware or services;
- (b) when you are in breach of this Agreement or any other agreement with Provider;
- (c) Software that is improperly implemented;
- (d) Hardware, peripherals (including printers) or software other than the Software;

- (e) Anomalies in the Software that are not reproducible; or
- (f) Anomalies, damage or problems in the Software or its operation caused by:
 - i. an incompatible or non-functioning configuration, operating system or hardware system;
 - ii. accident, abuse or misapplication for which Provider is not responsible;
 - iii. malfunction or non-performance of products supplied by third parties;
 - iv. use contrary to its intended purpose or contrary to the Documentation; or
 - v. any other matters beyond Provider's control.

3.2 Third Party Vendors. If Provider has corrected a Software anomaly in a Minor Release or Major Release provided to you, then Provider will not be required to provide any other correction for the Software anomaly provided that the functionality of the Software has been maintained in relation to your business requirements. You will look solely to the third party vendors of third party software, middleware, hardware or peripheral if there are any anomalies, damage or problems to the Software in or caused by such software, middleware, hardware and/or peripheral.

3.3 Interfaces. Provider will not be responsible for any of your integration requirements for the Software resulting from your use of third party vendors who may not integrate with the Software.

3.4 Inactive Support and Maintenance. Support and Maintenance only applies to customers with a valid and current SMA Term in place, and who are in good standing with Provider's accounting, finance and payment terms.

4.0 SUPPORT AND MAINTENANCE PERIODS AND FEES

4.1 Renewal. Additional 12 month service periods are available following the expiry of a SMA Term. Prior to the expiry of a Support and Maintenance service period, Provider may at its discretion send you an invoice for renewal of Support and Maintenance for the applicable SMA Term at the applicable SMA Fee. Failure to pay the invoice within the payment terms as detailed on the invoice will be deemed a rejection by you of the offered Support and Maintenance and will result in termination of Support and Maintenance upon expiration of the then-current SMA Term.

4.2 Taxes. The SMA Fees do not include taxes. If Provider is required to pay sales, use, property, value-added, goods and services or other federal, provincial, state or local taxes based on the license granted under this Agreement or on your use of the Software or documentation, then such taxes will be billed to and paid promptly by you.

SCHEDULE D

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Aquatic Informatics ULC or other selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions ("Seller") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Seller and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Seller and Buyer which apply to this offer and any resulting order or contract for the sale of Seller's goods and/or services ("Work").

1. APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Seller's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Seller's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Seller's offer; (ii) acknowledgement of Buyer's order by Seller; or (iii) commencement of any performance by Seller pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. PRICES

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Seller. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Buyer will either pay any and all such charges or provide Seller with acceptable exemption certificates, which obligation survives performance under this Contract.

3. LIMITED WARRANTY

Seller warrants that Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Work purchased. Seller warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Seller in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Seller shall become the property of Seller. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Work not meeting this Limited Warranty is at Seller's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Seller is willing to provide such replacement, credit or refund.

4. INDEMNIFICATION

Any and all indemnification obligations imposed upon Seller are limited to the extent of those damages proportionately caused by Seller's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Seller liable for any damages caused by negligence, misuse or misapplication of goods or services by others. Buyer shall defend, indemnify and hold harmless Seller against any and all damages to the extent caused by misuse or misapplication of Work, breach of this Agreement, negligence, wrongful conduct, or violations of law by Buyer or its affiliates or those employed by, controlled by or in privity with them, and Buyer agrees to so defend and indemnify Seller.

5. PATENT PROTECTION

Subject to all limitations of liability provided herein, Seller will, with respect to any Work of Seller's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Work that Seller sells to

Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Work sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Seller does not undertake the defense thereof, provided that Buyer promptly notifies Seller of such suit and offers Seller either (i) full and exclusive control of the defense of such suit when Work of Seller only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Seller are also involved. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Work according to their applications as envisioned by Seller's specifications. In case the Work are in such suit held to constitute infringement and the use of the Work is enjoined, Seller will, at its own expense and at its option, either procure for Buyer the right to continue using such Work or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the Work. Further, to the same extent as set forth in Seller's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Seller for patent infringement related to (a) any goods manufactured to the Buyer's design, (b) services provided in accordance with the Buyer's instructions, or (c) Seller's work when used in combination with any other devices, parts or software not provided by Seller hereunder.

6. SOFTWARE AND DATA

All licenses to Seller's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Seller's software : Seller grants Buyer only a personal, non-exclusive license to access and use the software provided by Seller with Work purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Work. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Work, Seller may obtain, receive, or collect data or information, including data produced by the Work. In such cases, Buyer grants Seller a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Seller and its affiliates.

7. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS AND RELATED COMPANY POLICIES

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Seller represents that all Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Work and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Seller Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Seller Work or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Seller, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Seller asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

8. FORCE MAJEURE

Seller is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Seller by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Seller may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

9. NON-ASSIGNMENT AND WAIVER

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Seller's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

10. LIMITATION OF LIABILITY

None of the Seller Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Seller Indemnified Parties arising out of the performance or non-performance hereunder or Seller's obligations in connection with the design, manufacture, sale, delivery, and/or use of Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Seller for Work delivered hereunder.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

If dispute arises out of, or relates to the Project or this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the Province of British Columbia, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Seller and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated by a court of competent jurisdiction (i) in the State of California in the courts located in San Diego.

12. FUNDS TRANSFERS. Buyer and Seller both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Seller and speaking with Seller's accounts receivable contract before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

13. ENTIRE AGREEMENT & MODIFICATION

These Terms & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Seller unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Seller. Seller rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Seller's acceptance of Buyer's order for the described goods and services.



SCHEDULE E

Quote 00021446

Details:

Created On: 07 Mar 2025
Expires On: 31 Aug 2025

Prepared For:

David Bryant
858-654-4245
dbryant@sandiego.gov

City of San Diego, California
9191 Kearny Villa Court
San Diego, CA 92123
United States

Submitted By:

Angela Burciaga
(720) 951-5019
angela.burciaga@aquaticinformatics.com

Contact Us

For **technical software assistance**, please contact **Customer Support** by phone at 877-546-5699, extension 1 or through the [Aquatic Support Portal](#).

Support operating hours are 8:00 am – 8:00 pm (Mon – Fri) Eastern Time excluding Provincial, Canadian, State and US statutory holidays and 9:00 am – 5:00 pm (Mon – Fri); Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays via Hobart, Australia office.

For questions regarding this **quote, your annual renewal, or general account inquiries**, please contact your **Customer Success Manager**, Angela Burciaga, at angela.burciaga@aquaticinformatics.com and (720) 951-5019.

Quote Summary

Product	Sales Price	Term	Qty	Total Price
DMWIMS-REENROLL WIMS Software Support Re-Enrollment Fee <i>One-time re-activation fee.</i>	\$3,080.00		1.0	\$3,080.00
WIMS-CLASSIC-MGD WIMS Classic (MGD-Based) <i>WIMS Classic software subscription for water or wastewater treatment plants based on Million Gallons per Day (MGD). Subscription includes WIMS Classic with unlimited users, databases, and standard product features including dashboards, reporting, and dynamic spreadsheets. Price is based on total MGD of all treatment plants.</i> Includes: 7 Facilities, 265 MGD, Unlimited Users, Oracle Support	\$292.00	12 mos	265.0	\$77,380.00
DMWIMS-SPTINT WIMS Basic Support, Interfaces <i>Annual Software Support and Maintenance for WIMS Interfaces. Cost is based on the number of WIMS Interfaces to external systems.</i>	\$816.82	12 mos	8.0	\$6,534.53
WIMS Major Release Upgrade: Premium <i>Includes upgrade of WIMS from 7.x to current version. This service package includes deploying a sandbox environment and performing two upgrades, a test upgrade of a sandbox server and 1 client, as well as the upgrade of the production server and up to 5 client machines. Instructions for rolling out remaining machines will be provided.</i>	\$5,000.86		1.0	\$0.00
WIMS-CLASSIC-MGD WIMS Classic (MGD-Based) <i>WIMS Classic software subscription for water or wastewater treatment plants based on Million Gallons per Day (MGD). Subscription includes WIMS Classic with unlimited users, databases, and standard product features including dashboards, reporting, and dynamic spreadsheets. Price is based on total MGD of all treatment plants.</i> Includes: 1 new DW Facility, 34 MGD, unlimited users	\$724.00		34.0	\$24,616.00

WIMS-FACIL-NEWIMP

WIMS New Implementation

Implementation services for WIMS software for one plant with one collection system or one distribution system. Implementation is based on a customer completed plant type specific questionnaire provided to the customer at project kickoff. Successful implementation of WIMS starts with the customer – customers are required to provide critical information related to the plant's calculations, permits and reporting requirements.

This service includes (all meeting lengths are approximate and all services are delivered remotely):

- one 30-minute project kickoff meeting
- one 1-hour questionnaire training session
- one 2-hour questionnaire review
- Supplier to independently complete import\conversion of questionnaire into WIMS database
- one 1-hour remote database review
- Supplier to independently complete development of:
 - One regulatory report (up to 4 pages)
 - a page is defined as one 8.5 x 11 Page or 10 Variables (i.e.. Columnar, NPDES, or MOR)
 - One dashboard for up to 10 KPIs with associated trend graphs created using the dashboard wizard
 - One monthly KPI report with up to 10 defined variables
 - One yearly KPI report with up to 10 defined variables
 - One Monthly Data Entry (MDE) for the regulatory report and one for each location using the MDE Wizard
 - one 2-hour remote report and form review
- remote basic install of WIMS client software and related services. Server components and WIMS client will be installed on customer provided server and one client PC remotely via WebEx or MS Teams.
- remote restore of newly developed WIMS database to customer's database server.
- Project admin time = 2 hours

\$12,804.96

1.0

\$12,804.96

WIMS-SCDA_INT-STRTUP

WIMS SCADA Interface Configuration and Training

Implementation and training service to configure a SCADA interface with the WIMS software. The customer's participation is critical for successful implementation of the interface with the customer providing; a fully configured SCADA system to feed the WIMS software along with a complete list detailing the SCADA tags to be configured. The interface will be configured remotely via several implementation sessions as required based on the specific interface, this service includes remote training on the specific configuration so additional configuration can be undertaken by the customer if required. This service includes the configuration of one SCADA interface from the available SCADA interface list.

\$4,268.32

1.0

\$4,268.32

WIMS-LIMS_INT-STRTP

WIMS LIMS Interface Configuration and Training

Implementation and training service to configure a LIMS interface with the WIMS software. The customer's participation is critical for successful implementation of the interface with the customer providing; a fully complete list of Sample Locations and Analyte Codes. The interface will be configured remotely via several implementation sessions as required based on the specific interface, this service includes remote training on the specific configuration so additional configuration can be undertaken by the customer if required. In cases where the Generic LIMS interface is used, one(1) custom query to pull the sample location, analyte, units, result, timestamp, and the two User Defined (LIMS_UD1 & LIMS_UD2) is included. If additional data fields are requested, custom services will be required.

\$4,268.32

1.0

\$4,268.32

WIMS-RMTTRN

WIMS Remote Training

o Remote training will consist of four (4) - 3-hour sessions delivered via MS Teams or WebEx. One session will be used for basic WIMS training and overview. Two sessions of advanced topics such as report design and variable creation/modification. The final session will include WIMS administrator training.

- Remote training requires internet access and the ability of the trainer to share control of the trainee's PC

\$4,268.32

1.0

\$4,268.32

AA-WIMS

Aquatic Academy User Subscription - WIMS Classic

Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for WIMS software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.

\$0.00

26.0

\$0.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$25,609.92 USD
 Recurring Annual Fees (SaaS & SMA): \$108,530.53 USD

GRAND TOTAL:

\$137,220.45 USD

All prices are quoted exclusive of taxes.



Quote Summary

Optional Professional Services Budget Planning Estimate. A Scope of Work and Quote must be provided for each individual project.

Product	Total Price
DM_WIMS-SERVICES WIMS Services <i>Remote Hourly services for minor prog, DB admin, reports, etc</i> Optional "As Needed" Professional Services for additional projects. Formal Scope of Work and Quote to be provided per project. This is for budgeting purposes only and will not be invoiced as no project has been initiated.	\$50,000.00



Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to angela.burciaga@aquaticinformatics.com and please reference quote **00021446**.

Angela Burciaga
(720) 951-5019
angela.burciaga@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
<https://aquaticinformatics.com/saas-service-offering/>
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)
<https://aquaticinformatics.com/on-premise-software/>

Exceptions:

- [WIMS Online: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)
<https://aquaticinformatics.com/wims-online-saas/>
- [WIMS On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)
<https://aquaticinformatics.com/wims-on-premise/>



Electronic Acceptance

Expiration Date: Must be signed by 23 June 2025

Subscriber: City of San Diego, California

Subscriber Signature:

Per:

Name: David Bryant

Title:

Date:

Subscriber Details:

Phone: 858-654-4245

Email: dbryant@sandiego.gov

Company: City of San Diego, California
9191 Kearny Villa Court
San Diego, California 92123
United States

Provider: Aquatic Informatics

Provider Signature:

Per:

Name:

Title:

Date:



AQUATIC
Informatics

ONE WATER.
PLATFORM.

Schedule F

Sole Source Document

For City of San Diego

March 7, 2025

WATER DATA MANAGEMENT SOFTWARE.



aquaticinformatics.com

Confidential - Company Proprietary

Date: March 7, 2025

City of San Diego
9191 Kearny Villa Court
San Diego, CA 92123

Re: Sole Source Statement

To Whom It May Concern,

Aquatic Informatics Inc. ("AQI") is the sole developer and sole distributor of WIMS and Rio software solutions.

AQI is one of a group of companies (including among others, OTT Hydromet, Hach) that are 100% owned subsidiaries of Veralto Corporation, a publicly traded company on the NYSE.

AQI is also the sole provider of Support and Maintenance Agreements (SMA) and Software as a Service (SaaS) Subscriptions for WIMS, JobCal, and Rio, which includes access to our 360° Support Portal, software updates/upgrades and technical support.

WIMS, JobCal, and Rio software, SMA and SaaS are only sold directly through Aquatic Informatics and Hach. There are no outside sales agents or representatives authorized to sell WIMS, JobCal or Rio software, SMA or SaaS.

Please contact me with any questions or concerns. I may be reached at 720-951-5019.

Thank you,

Angela Burciaga
Customer Success Manager

Schedule G

Addendum A

1. **Certification of Compliance.** As a Charter City of the State of California and a Municipal Government, the City of San Diego is required to include in all contracts, agreements and obligations the following provisions in order to lawfully enter into contractual relationships:

1.1 Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:

Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

1.2 Compliance with City's Equal Opportunity Contracting Program (EOCP).

Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

- #### **1.3 Non-Discrimination Ordinance.**
- Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

- #### **1.4 Compliance Investigations.**
- Upon City's request, and City entering into an Mutual Non-Disclosure Agreement with Contractor, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City

pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

1.5 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

1.6 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

Agreement No. 20000122-25-H - WIMS Software License Agreement - AQI - 7-3-25

Final Audit Report

2025-07-08

Created:	2025-07-07
By:	Hugo Mora (hmora@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKndyQhP2I2gCCQq5uiDQ864b3PYwMhNA

"Agreement No. 20000122-25-H - WIMS Software License Agreement - AQI - 7-3-25" History

-  Document created by Hugo Mora (hmora@sandiego.gov)
2025-07-07 - 5:00:18 PM GMT- IP address: 134.238.189.223
-  Document emailed to jason.jones@aquaticinformatics.com for signature
2025-07-07 - 5:05:46 PM GMT
-  Email viewed by jason.jones@aquaticinformatics.com
2025-07-07 - 5:26:42 PM GMT- IP address: 174.228.32.145
-  Signer jason.jones@aquaticinformatics.com entered name at signing as Jason Jones
2025-07-07 - 6:19:48 PM GMT- IP address: 66.170.8.77
-  Document e-signed by Jason Jones (jason.jones@aquaticinformatics.com)
Signature Date: 2025-07-07 - 6:19:50 PM GMT - Time Source: server- IP address: 66.170.8.77
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature
2025-07-07 - 6:19:52 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)
2025-07-07 - 6:38:27 PM GMT- IP address: 156.29.5.177
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)
Signature Date: 2025-07-08 - 10:19:36 PM GMT - Time Source: server- IP address: 156.29.5.177
-  Document emailed to jstanek@sandiego.gov for signature
2025-07-08 - 10:19:38 PM GMT
-  Email viewed by jstanek@sandiego.gov
2025-07-08 - 10:27:32 PM GMT- IP address: 156.29.5.186

 Signer jstanek@sandiego.gov entered name at signing as Justin Stanek

2025-07-08 - 10:29:16 PM GMT- IP address: 156.29.5.186

 Document e-signed by Justin Stanek (jstanek@sandiego.gov)

Signature Date: 2025-07-08 - 10:29:18 PM GMT - Time Source: server- IP address: 156.29.5.186

 Agreement completed.

2025-07-08 - 10:29:18 PM GMT