

THIS AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT (this “Amendment”) is entered into as of July 1st, 2023 (the “Effective Date”) by and between World Advancement of Technology for EMS and Rescue, Inc., a Delaware corporation with offices at 1748 San Diego Ave, San Diego, CA 92110 (“W.A.T.E.R.”), and City of Chula Vista, with offices at 276 Fourth Avenue, Chula Vista, CA 91910 (“CUSTOMER”).

The W.A.T.E.R. and CUSTOMER previously entered into a software license agreement, executed by the parties on May 8, 2013 (the “Agreement”). The Agreement was subsequently amended on August 1, 2014 and April 1, 2021. In consideration of the mutual agreements contained herein and intending to be legally bound hereby, W.A.T.E.R. and CUSTOMER hereby agree to further amend the Agreement as set forth below:

1. Section 7. “Term” is amended as follows: add the following at the end of the last sentence: “, until June 30, 2024, after which the CUSTOMER shall have the option to extend the Agreement for one additional year, upon written notice to W.A.T.E.R.”
2. Exhibits A, B, and C of the original Agreement, as amended, are replaced with the attached Exhibits A, B, and C, respectively.
3. This Amendment is subject to all of the terms and conditions of the existing Software License Agreement between W.A.T.E.R. and CUSTOMER. Except as otherwise expressly amended, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Chula Vista

World Advancement of Technology for EMS and Rescue, Inc.

By: _____

By: _____

Name: Maria Kachadoorian

Name: Kelin Buckley

Title: City Manager

Title: Operations Manager

Date: _____

Date: _____

Approved as to form this __ day of August, 2023

JILL MALAND, Acting City Attorney

By: _____

Name: Megan McClurg

Title: Assistant City Attorney

EXHIBIT A**SOFTWARE:**

Street EMS License for Chula Vista – 9 First Responder &13 Transport Units
Street EMS Server License for Chula Vista – 9 First Responder &13 Transport Units
Street Fire RMS License for Chula Vista
Street Fire RMS Server License for Chula Vista

INTERFACES:

Real-time CAD Interface License for Chula Vista
Real-time Billing Interface License for Chula Vista
Real-time Zoll Monitor Interface License for Chula Vista
Real-time San Diego County Reporting Interface for Chula Vista

SOFTWARE DOCUMENTATION:

Street EMS Crew Guide
Street EMS Server Manual
Street Fire RMS Supplement

EXHIBIT B
SCHEDULE OF FEES

CUSTOMER agrees to pay fees to W.A.T.E.R. as described below

W.A.T.E.R. Support and Maintenance

Street EMS S&M for 21 units & up to 25k EMS records/year	\$ 3,750 per month
Street Fire RMS S&M for Chula Vista	Included
Total W.A.T.E.R. Maintenance	\$ 44,750 per year

Maintenance includes support for all software, interfaces & documentation listed in Exhibit A

Maintenance & Support Services billed monthly, and payments begin the month of the Effective Date.

Additional Terms

1. Any additional services rendered above those included in this agreement will be billed separately. A cost estimate will be submitted by W.A.T.E.R. for approval by CUSTOMER prior to rendering of services. Billing is calculated to the next 15-minute increment and invoiced monthly. There is a 2-hour minimum for each support service incident. The current rate for additional services is as follows:
 - a. \$175 per hour: 8AM to 5PM, Monday through Friday (excluding national holidays).
 - b. \$265 per hour: 5:01PM to 12AM, Monday through Friday (excluding national holidays).
 - c. \$350 per hour: 12:01AM to 7:59AM, Monday through Friday and 24 hours on weekends and national holidays.
2. An active Business Associate Agreement must be maintained.
3. Street Fire RMS Maintenance is included at no additional cost for Chula Vista as an active Street EMS client. Street Fire RMS Maintenance will be assessed when/if Chula Vista is no longer a Street EMS client, & should wish to continue use of Street Fire RMS.
4. Support & Maintenance fees will automatically increase 3% each year on the anniversary of the Effective Date.
5. Support & Maintenance fees based on maximum annual EMS incident volume of 25,000. Annual volume in excess of 25,000 may trigger an additional increase to Support & Maintenance fees.
6. W.A.T.E.R. shall provide CUSTOMER with not less than 150 days' advanced notice, in writing of any proposed changes to the rates, other than the automatic increase provided for in term 4 of this clause. W.A.T.E.R. cannot change its rates more than once each term (including renewal terms).
7. Fees for the period July 1, 2023 through June 30, 2024 shall be \$44,750. If the City elects to renew the Agreement for an additional one-year term pursuant to Section 7. of the Agreement, fees for the two-year period ending June 30, 2025 shall not exceed \$100,000, provided Chula Vista's annual call volume does not exceed 30,000 EMS incidents. Notwithstanding the foregoing, CUSTOMER retains the right to terminate the Agreement for convenience upon 30 days' written notice, pursuant to Section 7.

Prerequisites:

CUSTOMER shall provide all CAD and Street EMS devices.

EXHIBIT C
SUPPORT TERMS

Software Support Services. During the term of the Agreement, CUSTOMER shall receive standard Software Support Services from W.A.T.E.R.. Subject to payment of fees, W.A.T.E.R. shall provide the following Software Support Services for the W.A.T.E.R. software licensed by CUSTOMER (“Software”):

1. **Standard Support.** W.A.T.E.R. will provide reasonable email support for problem determination and resolution as described further herein during W.A.T.E.R.’s normal working hours of 8:00 a.m. to 5:00 p.m. (business hours), Monday through Friday (business days, excluding major holidays and W.A.T.E.R. recognized holidays), Pacific Time for all problems related to the Software (“Standard Support”). W.A.T.E.R. maintains a support contact email address (support@wateronscene.com). This contact information is subject to change upon written notice to CUSTOMER. Help desk support can be reached during Standard Support Hours at (619) 955-6488 x301. The support line will ring a support person or persons during business hours. W.A.T.E.R. has policies and procedures in place to ensure best reasonable efforts are made to answer all support calls during business hours, and to return any missed calls as soon as reasonably possible.
2. **Emergency Support.** Emergency support can be reached for resolution of business-critical issues outside of Standard Support Hours at (619) 363-4007. This contact information is subject to change upon written notice to CUSTOMER. Calling the emergency support line constitutes authorization for W.A.T.E.R. to bill two hours at the rates described in Exhibit B Section 1, a-c. If the resolution will take longer than two hours to complete, W.A.T.E.R. will get approval before performing additional billed work, per the terms in Exhibit B, Section 1. W.A.T.E.R. reserves the right to waive this charge at its sole discretion.
3. **Updates and Upgrades.** W.A.T.E.R. will, from time to time when and if available, make available to CUSTOMER Updates and Upgrades. Nothing herein shall require W.A.T.E.R. to develop or provide Upgrades or Updates except as necessary to comply with its Error Correction obligations described herein. Updates and Upgrades will be treated as Software and subject to the terms of the License Agreement.
4. **Maintenance Window.** W.A.T.E.R. will, from time to time, be required to perform routine maintenance to the Street EMS application. The regular weekly maintenance windows are Wednesdays, from 9:00-10:00a.m. PST, and Sundays, from 2:00-3:00pm, PST. During the window Users may only be able to utilize Street EMS & Street Fire RMS in offline mode.
5. **Error Correction.** W.A.T.E.R. will correct reproducible errors in the Software, and assist CUSTOMER in resolving operational issues pertaining to the CUSTOMER’s deployment and use of the Software as provided by W.A.T.E.R. according to the schedule below. W.A.T.E.R.’s obligations under this section shall not include error correction for any software written, provided or modified by CUSTOMER.

<i>Priority</i>	<i>Description</i>	<i>Acknowledgement</i>	<i>Resolution</i>
Standard Issues	Issues that are not Priority Issues	Within 3 days	Commercially reasonable effort

Priority Issues	Issues that substantially degrade the performance of the Software or materially restrict the use of the Software	Within 24 hours	Commercially reasonable effort
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- (A) Acknowledgement consists of an acknowledgement to the CUSTOMER, via email or telephone, as to the receipt of the problem as reported.
- (B) Resolution consists of providing, as appropriate, one of the following to CUSTOMER: an existing correction; a new correction; a viable detour, work around or temporary patch and, where the fix is temporary, a plan on how the problem will be finally corrected.
6. **Services By Designated Parties.** W.A.T.E.R. may designate third parties including distributors, OEMs (Original Equipment Manufacturers), or VARs (Value Added Resellers) to provide any of the Software Support Services identified in this Exhibit C, provided, however, that W.A.T.E.R. shall at all times remain responsible to CUSTOMER for the performance of all Software Support Services.
7. **On-Site Emergency Support.** In critical situations, CUSTOMER may request W.A.T.E.R. to provide on-site emergency software support services as a separate and distinct billable service. Such services shall be reimbursed at the then current rates set forth in Exhibit B for additional services.
8. **CUSTOMER's Obligations for Operational Support.**
- 8.1. Contact Person(s). CUSTOMER will designate up to two (2) Contact Person(s) (or such other replacement individuals as CUSTOMER may designate in writing) who shall be the sole contacts for the coordination and receipt of the Software Support Services set forth in this Agreement. Each Contact Person shall be knowledgeable about the Software. If W.A.T.E.R. is unable to contact any designated Contact Person after reasonable attempts to do so, and such contact is necessary for performing the Software Support Services, W.A.T.E.R. may delay performance of the services until W.A.T.E.R. is able to contact a designated Contact Person, in which case the times for Resolution set forth above will be adjusted for any such delay.
- 8.2. Supporting Data. CUSTOMER will provide reasonable supporting data to aid in the identification and resolution of the issue.