**THIS SOFTWARE LICENSE AGREEMENT** (this "Agreement") is entered into as of _____, 2013 (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 Ave, Chula Vista, CA 91910 ("CUSTOMER"). 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 all of the following terms and conditions:

1. **Definitions.**

    **"Documentation"** means the manuals, documents and other related materials describing the Software listed in Exhibit A.

    **"Error"** means a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.

    **"Proprietary Rights"** means copyright, patent, trademark, trade secret and all other intellectual property and proprietary rights whatsoever, howsoever arising, existing now or in the future.

    **"Prerequisites"** means the prerequisites set forth in Exhibit B.

    **"Software"** means the software, in object code form, described in Exhibit A.

    **"Update"** means either a software modification or addition that, when made or added to the Software, corrects an Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error.

    **"Upgrade"** means a revision of the Software released by W.A.T.E.R. to its end user customers generally, during the term of this Agreement, to add new and different functions or to increase the capacity of the Software. An "Upgrade" does not include the release of a new product or added features for which there may be a separate charge.

2. **Delivery.** The "Delivery Date" shall be sixty (60) days after the Effective Date or sixty (60) days after the CUSTOMER has fulfilled the Prerequisites, whichever is later. By the Delivery Date, W.A.T.E.R. shall install the Software in object code form on the CUSTOMER's server. By the Delivery Date, W.A.T.E.R. also shall deliver one copy of the Documentation in electronic form. All of the foregoing shall be used by CUSTOMER solely in accordance with the terms of this Agreement.

3. **Support Services.** Subject to CUSTOMER's compliance with the terms and conditions of this Agreement, W.A.T.E.R. will provide support services under this Agreement in accordance with Exhibit C.

### 4. License Grant and Restrictions.

<u>Software and Documentation</u>. Subject to the terms and conditions of this Agreement, W.A.T.E.R. hereby grants to CUSTOMER, for the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software and related Documentation for its internal business purposes. The maximum number of active devices supported by the Software is set forth on <u>Exhibit B</u>. W.A.T.E.R. reserves all rights not expressly granted to CUSTOMER hereunder and CUSTOMER will acquire no such rights, whether by implication, estoppel, or otherwise.

<u>Proprietary Rights</u>. CUSTOMER acknowledges that, as between the parties, W.A.T.E.R. is the exclusive owner of all right, title and interest in the Software and all Documentation, regardless of any participation or collaboration by CUSTOMER in the design, development or implementation of any such Software or Documentation. CUSTOMER further acknowledges that, as between the parties, W.A.T.E.R. is the owner and holder of all Proprietary Rights therein, and reserves all such Proprietary Rights to itself except as expressly licensed to CUSTOMER hereunder. The Software has been licensed and not sold to CUSTOMER.

<u>Proprietary Notices</u>. CUSTOMER shall not remove any copyright, patent, trademark or other proprietary or restrictive notice or legend contained or included in any of the Software or Documentation, and CUSTOMER shall reproduce and copy all such notices and legends on all copies of the Software and Documentation that are permitted to be made hereunder.

<u>License Restrictions</u>. Nothing in this Agreement shall be construed as an implied grant to CUSTOMER of any right to, and CUSTOMER shall not, and shall not permit any third party to: (i) use or reproduce any of the Software in source code form, (ii) distribute, disclose or allow use of any of the Software or Documentation by or for the benefit of any third party, whether through any timesharing service, service bureau, network or by any other means, (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any of the Software by any means whatsoever, (iv) copy (except for one copy for back-up purposes), modify or alter any of the Software or Documentation in any manner whatsoever, or (v) assist or encourage any third party to take any action prohibited by this Agreement. CUSTOMER shall cause its employees (including, without limitation, systems administrator) to comply with the terms and conditions of this Agreement. CUSTOMER shall cooperate with W.A.T.E.R., and shall render all reasonable assistance requested by W.A.T.E.R., to assist W.A.T.E.R. in preventing and identifying any unauthorized use of or access to the Software or Documentation or any breach of this Agreement.

### 5. Fees and Payments.

<u>Fees</u>. CUSTOMER shall pay to W.A.T.E.R. the license fees and expenses as set forth in <u>Exhibit B</u> ("Fees").

<u>Taxes</u>. All Fees are exclusive of any state, local, and other taxes and charges (other than income taxes payable by W.A.T.E.R.) applicable to the licensing, installation, support, or use of the Software.

**Payments**. All payments due under this Agreement shall be payable by CUSTOMER within thirty (30) calendar days after receipt by CUSTOMER of W.A.T.E.R.'s invoice. Payments remitted after such thirty (30) calendar day period shall bear interest at one and one-half percent (1.5%) per month or, if less, the maximum rate allowed by law. All monthly service payments will begin no later than thirty (30) calendar days after the scheduled Delivery Date notwithstanding any delays on behalf of the CUSTOMER. CUSTOMER's timely payment of all sums due is a condition precedent to W.A.T.E.R.'s obligations under this Agreement. Except as explicitly provided herein, all Fees paid hereunder are non-refundable.

## 6. Confidentiality.

**Definition**. "Confidential Information" means all information regarding a party's business or affairs, including, without limitation, business concepts, processes, methods, systems, know-how, devices, formulas, prices, customer information, customer lists, or other information, whether in oral, written, or electronic form, either: (a) designated as confidential or (b) that is disclosed under circumstances or is of a nature such that a reasonable person would know it is confidential. For clarity, the Software and Documentation is W.A.T.E.R.'s Confidential Information. The terms, but not the existence, of this Agreement are confidential. The following information will not be considered Confidential Information: (i) information that is or was at the time it was disclosed, or becomes after disclosure, without fault of the party obligated to keep it confidential, generally available to the public; (ii) information with regard to the other party that is or was already known by a party at the time of its disclosure, as evidenced by the party's written records; (iii) information that is or becomes available to a party on a non-confidential basis from a source that is not bound by a confidentiality agreement or other obligation of confidentiality relating to such Confidential Information; and (iv) information that was independently developed by a party without use of the Confidential Information.

**Obligations**. Any Confidential Information of one party (the "Disclosing party") received by the other party (the "Receiving party") under this Agreement shall be used, disclosed, or copied, only for the purposes of, and only as necessary to perform under, this Agreement. The Receiving party shall use the same degree of care as it uses to protect its own Confidential Information of a similar nature, but no less than reasonable care. Notwithstanding anything to the contrary in this Section, a party may disclose the Confidential Information to its contractors who: (i) have a need to know such Confidential Information for purposes of carrying out this Agreement but only to the extent that such Confidential Information is needed to perform their obligations under this Agreement and (ii) have agreed in writing in advance to be bound by a written confidentiality agreement reasonably acceptable to the other party. Further, either party may disclose the terms of this Agreement to its board of directors or other similar governing body, its attorneys and accountants, and potential acquisition partners or funding sources, provided that such third parties are under written duties of confidentiality. The Receiving party shall notify the Disclosing party immediately in the event of any unauthorized use, disclosure, or publication of any Confidential Information. Either party shall have the right to disclose Confidential Information as required by law or legal process or under the applicable rules of a securities market or exchange; provided, however, that the disclosing party shall use reasonable efforts to give the other party a reasonable opportunity to intervene to prevent such disclosure or to obtain a protective order, and that any Confidential Information so disclosed otherwise remains subject to the confidentiality obligations set forth in this Section.

## 7. Term and Termination.

**Term**. This Agreement shall commence upon the Effective Date and shall continue in full force and effect thereafter for a period of one (1) year unless terminated in accordance with Section 7(Termination). Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party gives ninety (90) days advance written notice of termination prior to the end of the then-current term of the Agreement.

**Termination**. Either party shall be entitled to terminate this Agreement immediately upon delivery of written notice of such termination to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers notice of such breach to the breaching party. W.A.T.E.R. may terminate this Agreement immediately if CUSTOMER is adjudicated as bankrupt or makes an assignment for the benefit of creditors, or if a receiver, liquidator, administrator or trustee is appointed for CUSTOMER's affairs or any analogous procedure is initiated or CUSTOMER is dissolved. The CUSTOMER also has the ability to terminate the contract for convenience with thirty (30) days written notice to W.A.T.E.R.

**Events Upon Termination**. Upon any termination of this Agreement for any reason, CUSTOMER shall immediately (i) cease all use of the Software and Documentation (ii) return to W.A.T.E.R. all copies of the Software and Documentation then in CUSTOMER's possession or control; and (iii) certify to W.A.T.E.R. in writing that it has retained no copies of the Software. Upon any termination of this Agreement, W.A.T.E.R. shall invoice CUSTOMER for all accrued Fees, and CUSTOMER shall pay the invoiced amount immediately upon receipt of such invoice. In the event of termination of this Agreement for any reason, the provisions of Sections 1, 4(Proprietary Rights) & (License Restrictions), 5, 6, 7(Events Upon Termination), 8(CUSTOMER's Obligations), 9, 10, 12, 13, and 14 shall survive.

## 8. Limited Warranties and Disclaimer.

**Software Warranty**. W.A.T.E.R. warrants that, for a period of ninety (90) days after the Delivery Date (the "Warranty Period"), the Software shall conform materially to the applicable Documentation. If, during the Warranty Period, CUSTOMER discovers that any Software fails materially to conform to the warranty provided in this Section, CUSTOMER shall give W.A.T.E.R. written notice of such nonconformance promptly after such discovery (and, in any event, no later than five (5) business days after expiration of the Warranty Period). CUSTOMER's sole and exclusive remedy and W.A.T.E.R.'s sole and exclusive liability for a breach of the warranty provided in this Section shall be for W.A.T.E.R. to use commercially reasonable efforts to repair or replace the Software without charge, or if, after such commercially reasonable efforts, W.A.T.E.R. does not repair or replace the non-conforming Software, W.A.T.E.R. shall refund to CUSTOMER the Fees paid for the Software and this Agreement shall terminate.

**Exclusions**. The warranties set forth in Section 8(Software Warranty) do not apply if alleged breach of warranty is based in whole or in part on (i) modifications to the Software or Documentation made by CUSTOMER or a third party; (ii) use of the Software or Documentation in combination with a product not supplied by W.A.T.E.R.; (iii) use of the Software other than in accordance with this Agreement or the Documentation; (iv) damaged from improper

environment, abuse, misuse, accident or negligence; or (v) failure to use any Updates or Upgrades provided to CUSTOMER.

**Authority**. Each party represents and warrants that it has full power and authority to enter into this Agreement. Each party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or render it incapable of satisfactorily performing hereunder.

**DISCLAIMER**. OTHER THAN THE FOREGOING WARRANTIES, W.A.T.E.R. MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE, DOCUMENTATION OR ANY OTHER MATERIAL OR SERVICES PROVIDED BY W.A.T.E.R. HEREUNDER. FURTHER, W.A.T.E.R. DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, DOCUMENTATION OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS AGREEMENT, OR ANY SERVICES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. W.A.T.E.R. DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, FAULT-TOLERANT, OR ERROR-FREE. WITHOUT LIMITING THE FOREGOING, W.A.T.E.R. SPECIFICALLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. Indemnification.

**W.A.T.E.R.'s Obligation**. W.A.T.E.R. shall indemnify, defend and hold harmless CUSTOMER and its officers, employees and agents from and against all costs, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from a third-party claim of infringement by the Software or Documentation of any third party's copyrights or trademarks or misappropriation of a trade secret. In the event of such a claim, W.A.T.E.R. may, at its sole option and expense, either (i) procure for CUSTOMER the rights necessary to continue using the Software or Documentation or (ii) replace or modify the same so that it no longer infringes or misappropriates the third party's rights. If W.A.T.E.R., in its sole discretion, determines that neither of these options is commercially feasible, W.A.T.E.R. may terminate this Agreement for the affected Software and, upon return of the Software, refund to CUSTOMER the applicable Fees paid by CUSTOMER for the terminated license, less depreciation based on a three-year straight-line schedule. The indemnity set forth in this Section 9 shall be CUSTOMER's sole and exclusive remedy and W.A.T.E.R.'s sole and exclusive liability for any claim of infringement or misappropriation in connection with the subject matter of this Agreement. W.A.T.E.R.'s indemnification obligations under Section 9(W.A.T.E.R.'s Obligation) are contingent upon (i) CUSTOMER giving W.A.T.E.R. prompt written notice of such claim, (ii) CUSTOMER cooperating with W.A.T.E.R. in the defense and settlement thereof, and (iii) W.A.T.E.R. having an opportunity to assume control of such defense. W.A.T.E.R. shall not be responsible for or bound by any settlement that it does not approve in writing.

**Exclusions**. W.A.T.E.R.'s indemnification obligations under Section 9(W.A.T.E.R.'s Obligation) shall not apply where the claim is based in whole or in part on (i) modifications to the Software or Documentation made by CUSTOMER; (ii) use of the Software or Documentation in combination with a product not supplied by W.A.T.E.R.; (iii) use of the Software other than in accordance with this Agreement or the Documentation; or (iv) failure to use any Updates or Upgrades provided to CUSTOMER.

**CUSTOMER's Obligations**. CUSTOMER shall indemnify, defend, and hold harmless W.A.T.E.R., its employees, officers, members, managers, directors, and agents against any costs, losses, damages, liabilities, and expenses (including attorneys' fees) arising from, relating to, or connected with a third party claim to the extent that such claim arises from, relates to, or is connected with CUSTOMER's use of the Software hereunder, excluding those actions for which W.A.T.E.R. is indemnifying CUSTOMER pursuant to this Section 9 or Customer's alleged breach of this Agreement, provided that W.A.T.E.R.: (i) promptly notifies CUSTOMER in writing of any such claim when W.A.T.E.R. becomes aware of it; (ii) cooperates, at CUSTOMER's cost, in the defense or settlement thereof; and (iii) allows CUSTOMER sole control of the defense or settlement of the same, subject to W.A.T.E.R.'s right to approve any proposed settlement, not to be unreasonably withheld or delayed.

10. **LIMITATION OF LIABILITY.** W.A.T.E.R. SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, OR FOR ANY LOST DATA OR LOST PROFITS, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF W.A.T.E.R. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, W.A.T.E.R. SHALL NOT BE LIABLE TO CUSTOMER OR END-USERS UNDER THIS AGREEMENT FOR ANY CLAIM ARISING FROM, RELATING TO, OR CONNECTED WITH THE SOFTWARE, DOCUMENTATION, ANY SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO W.A.T.E.R. HEREUNDER.

11. **Publicity.** W.A.T.E.R. shall be entitled to disclose and publicize, in the form of customer lists and on its web site, marketing materials and otherwise, the identity of CUSTOMER as a client of W.A.T.E.R. and display CUSTOMER's logo on its web site. Neither party shall issue a general press release disclosing the existence of this Agreement and naming the other party without the prior written consent of the other party; provided, however, that the parties agree to issue a mutually acceptable press release upon execution of this Agreement.

**12. Audit.** During the term of this Agreement and for two (2) years thereafter (i) W.A.T.E.R. shall have the reasonable right to inspect CUSTOMER's records and computer systems, either at CUSTOMER's premises or remotely, to ensure compliance with the terms and conditions of this Agreement and (ii) CUSTOMER shall maintain complete and accurate records of such compliance with this Agreement.

**13. Export Controls; U.S. Government Restricted Rights.**

     **Export.** Before using, sublicensing, or otherwise distributing the Software or Documentation outside the United States (which CUSTOMER shall not do without W.A.T.E.R.'s prior written permission), CUSTOMER shall: (a) take reasonable precautions to protect the proprietary rights of W.A.T.E.R. in each country in which the Software is to be used, sublicensed, or otherwise distributed; (b) fully comply with all then current regulations of the United States Office of Export Administration and other applicable governmental agencies; and (c) fully comply with all then current and applicable regulations of any government in whose country the Software is used, sublicensed, or distributed pursuant to this Agreement. The obligations of W.A.T.E.R. under this Agreement to license or otherwise deliver the Software is subject to compliance by CUSTOMER with applicable laws, rules, and regulations of the United States Office of Export Administration and other applicable governmental agencies.

     **Restricted Rights.** If the Software or Documentation is licensed by an agency of the United States Government subject to the DFAR, the Software and Documentation is commercial computer software and commercial computer software documentation under DFAR 227.7202 (or any successor regulation having similar effect) and the Government has only the rights specified in this Agreement. For other agencies of the United States Government, the Software and Documentation is restricted computer software and is provided with the rights under paragraph (c) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 (June 1987) or any successor provision having similar effect, and such a licensee acknowledges that it is not feasible to affix the notice set out in paragraph (c)(4) of that clause.

     **14. General.**

     **Injunctive Relief.** CUSTOMER acknowledges and agrees that the Software, and W.A.T.E.R.'s intellectual property rights therein, are of a unique and extraordinary character and that the unauthorized use thereof would cause W.A.T.E.R. irreparable harm, which could not be adequately remedied by monetary damages. Accordingly, if CUSTOMER breaches or threatens to breach any of the provisions of Section 4 or 6 or otherwise infringes or threatens to infringe W.A.T.E.R.'s intellectual property rights, W.A.T.E.R. shall have the right to obtain injunctive or other equitable relief on an expedited basis, without the need to post a bond or other security.

     **Assignment.** CUSTOMER shall not have the right to assign, transfer, or subcontract any obligations or benefit under this Agreement, by operation of law or otherwise, without the prior written consent of W.A.T.E.R., and any such attempted transfer shall be void. W.A.T.E.R. will have the right to freely assign this Agreement in whole or in part. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

**Notices**. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, when mailed by prepaid certified or registered U.S. mail, when sent by commercial overnight courier service with tracking capabilities or by facsimile (if confirmed by one of the other methods permitted hereunder within 48 hours after such facsimile transmission), to the respective addressee of each party at the address or facsimile number below, or such other address or facsimile number as such party last provided to the other party by written notice:

    To W.A.T.E.R.:  **World Advancement of Technology for EMS and Rescue**
             **1748 San Diego Ave**
             **San Diego, CA 92110**

    To CUSTOMER:  **City of Chula Vista**
             **276 Fourth Ave**
             **Chula Vista, CA 91910**

**Waiver**. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

**Independent Contractors**. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as a partner, joint venturer or agent of the other party and shall not bind nor attempt to bind the other party to any contract, warranty or other obligation.

**Amendment**. No changes or modifications to or waivers of any provision of this Agreement shall be effective unless evidenced in a written amendment that is signed by both parties.

**Severability**. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**Governing Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter of this Agreement shall be the state and federal courts located in the County of San Diego, California.

**Headings**. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

    **Force Majeure**. A party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party including, but not limited to, wars, terrorism, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any other Act of God, internet, electric power or communications outage, or any law, proclamation, regulation, ordinance of any court, government or governmental agency.

    **Attorneys' Fees**. The prevailing party in any action or proceeding arising from, relating to, or connected with this Agreement will be awarded its attorneys' and experts' fees.

    **Entire Agreement**. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all proposals, oral or written, all negotiations, conversations, discussions or agreements between or among the parties relating to the subject matter. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that CUSTOMER may use in connection with the licensing of the Software will have any effect on the rights, duties, or obligations of the parties hereunder, or otherwise modify this Agreement, regardless of any failure of W.A.T.E.R. to object to such terms, provisions or conditions.

    **Counterparts**. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement. Facsimile signatures will have the same weight and effect as originals.

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

**City of Chula Vista**

By: _James Sandoval_

Name: _James Sandoval_

Title: _City Manager_

Date: _5/ 8 /13_

**World Advancement of Technology for EMS and Rescue, Inc.**

By: _____

Name: _John Pringle_

Title: _CEO_

Date: _5/8/13_

City Attorney Name: _C. Hawkins_

Date: _5-8-13_

## EXHIBIT A

**SOFTWARE:**

onScene License
onScene Server Agency License

**INTERFACES:**

Real-time CAD Interface License
Batch QCS San Diego County Interface using QCS format License

**SOFTWARE DOCUMENTATION:**

onScene Crew Guide
onScene Server Manual

## EXHIBIT B
### SCHEDULE OF FEES

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

**W.A.T.E.R. Licenses**

| | |
|---|---|
| onScene License | Included |
| onScene Server License | Included |
| Real-time CAD Interface License | $  5,000 |
| Batch QCS San Diego County Interface using QCS format | $  5,000 |
| **Total W.A.T.E.R. Deployment** | **$ 10,000** |

**W.A.T.E.R. Devices**

| | |
|---|---|
| onScene device slots (27 x 250 each) | **$ 6,750** |
| Additional onScene device slots as needed ($250 per device slot) | |
| **Total W.A.T.E.R. Device Slots** | **$  6,750** |

**W.A.T.E.R. Maintenance & Support Services**

| | | |
|---|---|---|
| onScene transport record | $   1.25 | per record |
| onScene first responder record | $   0.50 | per record |

100% W.A.T.E.R. Site License fees due upon execution of this Software License Agreement.
100% W.A.T.E.R. Device fees due upon execution of this Software License Agreement.
W.A.T.E.R. Maintenance & Support Services billed monthly and payments begin the month after the Delivery Date.

1.  CUSTOMER shall also reimburse W.A.T.E.R. for all out-of-pocket expenses (such as lodging, transportation and meals) incurred by W.A.T.E.R..

**Prerequisites:**
CUSTOMER shall provide all CAD and onScene devices.
CUSTOMER shall execute a Business Associate Agreement.

## 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 (excluding major holidays and W.A.T.E.R. recognized holidays) (business days), Pacific Time for all problems related to the Software ("Standard Support").

2. **Support Methods.** 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.

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. Update and Upgrades will be treated as Software and subject to the terms of the License Agreement.

4. **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.

| Priority | Description | Acknowledgement | Resolution |
|---|---|---|---|
| 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 |

(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.

5. **Services By Designated Parties.** W.A.T.E.R. may designate third parties including distributors, OEMs, or VARs 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.

6. **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.

7. **CUSTOMER's Obligations for Operational Support.**

　　7.1.　　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.

　　7.2.　　Supporting Data. CUSTOMER will provide reasonable supporting data to aid in the identification and resolution of the issue.