

THIS AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT (this “Amendment”) is entered into as of September 1st, 2024 (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 (“WATERONSCENE”), and City of Orange with offices at 1176 East Chapman Avenue, Orange, CA 92866 (“CUSTOMER”). In consideration of the mutual agreements contained herein and intending to be legally bound hereby, WATERONSCENE and CUSTOMER hereby agree that the attached amended terms of the existing Software License Agreement & amended Exhibits A, B & C. This amendment is otherwise subject to the terms and conditions of the existing Software License Agreement between WATERONSCENE and CUSTOMER.

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

City of Orange

World Advancement of Technology for EMS and Rescue, Inc.

By: _____

By: _____

Name: Daniel R. Slater

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

By: _____
Mike Vigliotta, City Attorney

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9. 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 three (3) years unless terminated in accordance with Section 9 (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.

18. General.

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, by electronic transmission (if confirmed by delivery receipt), 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 WaterOnScene: **World Advancement of Technology for EMS and Rescue**
1748 San Diego Ave
San Diego, CA 92110
firequest@wateronscene.com

To CUSTOMER: **City of Orange**
1176 East Chapman Avenue
Orange, CA 92866
_____ (enter contact email here)

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 and electronic signatures will have the same weight and effect as originals.

EXHIBIT A**SOFTWARE:**

Street EMS License for City of Orange
Street EMS Server License for City of Orange
Street Fire RMS License for City of Orange
Street Fire RMS Server License for City of Orange
Street Fire RMS Historical Records Import for City of Orange

INTERFACES:

Real-time CAD Keystone Import Interface License for City of Orange
Real-time Wittman Billing Interface License for City of Orange
Real-time Zoll Monitor Interface License for City of Orange
NEMSIS Interface License to Orange County EMS Authority for City of Orange
Telestaff XML/CSV via SFTP Interface License for City of Orange

SOFTWARE DOCUMENTATION:

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

DATA RETENTION:

Fax Server transmission logs	30 days
CAD Database XML	3 months
Street EMS LogAudit archive	3 months
Street EMS support diagnostic logs	3 months
Deleted records (excludes records deleted after export to biller)	6 months after deletion
ePCR Full XML (closed with final billing stat or deleted)	6 months after last rebuild
Configuration change logs	1 year
NFIRS Flat File (closed or deleted)	2 years after last rebuild
Street Connect and Street Sense NEMSIS and Core Databases	2 years
Emergency Patient Care Record (ePCR)	7 years
Emergency Patient Care Record (ePCR) audit logs	7 years
NFIRS Record	7 years
NFIRS Record audit logs	7 years

EXHIBIT B
SCHEDULE OF FEES

CUSTOMER agrees to pay license fees to WATERONSCENE as described below

WATERONSCENE Support & Maintenance, to be billed annually

✚ Orange Street EMS Maintenance	\$ 31,975 per year
✚ Orange Street Fire RMS Maintenance	Included
Total WATERONSCENE Maintenance	\$ 31,975 per year

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

Maintenance & Support services billed annually, beginning on the effective date.

Additional Terms

1. Street EMS will be compatible with Orange County EMS Authority data requirements. Should the data requirements or submission process change, WATERONSCENE will work to become compatible with changes at no additional cost to the customer.
2. An active Business Associate Agreement must be maintained.
3. Street Fire RMS Maintenance is included at no additional cost for Orange as an active Street EMS client. Street Fire RMS Maintenance will be assessed when/if City of Orange is no longer a Street EMS client, & should wish to continue use of Street Fire RMS.
 - a. Maintenance for any historical RMS records imported from previous vendor is \$0.05 per record per year. Total RMS historical records storage & total per year pricing depends on the number of historical records imported. Historical Records are records imported from the previous vendor. Maintenance begins on the day the records are imported. On the maintenance anniversary, records may be purged by date range. Then the number of record remaining will be calculated and updated yearly historical records storage support and maintenance fees invoiced.
4. Support & Maintenance fees will automatically increase 3% each year on the anniversary of the Effective Date.
5. Maintenance assumes maximum annual EMS record volume of 16,000 Street EMS records per year. Annual volume in excess of 16,000 EMS records may trigger an additional increase to Street EMS Support & Maintenance fees.
6. WATERONSCENE shall provide CUSTOMER with not less than one hundred and eighty (180) days' advanced notice, in writing of any proposed changes to the rates, excluding the automatic increase under term 4 of this section. CUSTOMER can elect to terminate this Agreement, without penalty, with written notice to WATERONSCENE not less than sixty (60) days prior to the effective date of any change. WATERONSCENE cannot change its rates more than once per calendar year.
7. Any additional services rendered above those included in this agreement will be billed separately. 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: 8:01AM 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 8AM, Monday through Friday and 24 hours on weekends and national holidays.

EXHIBIT C
SUPPORT TERMS

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

1. **Standard Support.** WaterOnScene will provide reasonable email support for problem determination and resolution as described further herein during WaterOnScene’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 WaterOnScene recognized holidays), Pacific Time for all problems related to the Software (“Standard Support”). WaterOnScene 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 x101. The support line will ring a support person or persons during business hours. WaterOnScene 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 WaterOnScene 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, WaterOnScene will get approval before performing additional billed work, per the terms in Exhibit B, Section 1. WaterOnScene reserves the right to waive this charge at its sole discretion.
3. **Updates and Upgrades.** WaterOnScene will, from time to time when and if available, make available to CUSTOMER Updates and Upgrades. Nothing herein shall require WaterOnScene 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.** WaterOnScene will, from time to time, be required to perform routine maintenance to the applications. 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.** WaterOnScene 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 WaterOnScene according to the schedule below. WaterOnScene’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>
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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.
6. **Services By Designated Parties.** WaterOnScene 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 WaterOnScene 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 WaterOnScene 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 Persons. CUSTOMER will designate at least two (2), but no more than five (5) Contact Persons (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 and receive training from WaterOnScene personnel. If WaterOnScene 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, WaterOnScene may delay performance of the services until WaterOnScene 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.