

**THIS AMENDMENT TO THE LICENSING AGREEMENT** (this “Amendment”) is entered into as of October 6<sup>th</sup>, 2020 (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 The City of Redondo Beach, a Chartered Municipal Corporation on behalf of the Redondo Beach Fire Department, with offices at 401 S. Broadway, Redondo Beach, CA 90878 (“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 amend the term of the Licensing Agreement executed on October 20, 2015. Further, W.A.T.E.R. and CUSTOMER hereby agree to amend Exhibits B & C as stated in the attached. This amendment is subject to all non-amended terms and conditions of the existing Licensing Agreement assigned to W.A.T.E.R. with CUSTOMER consent on May 20, 2018.

**Term**

The term of the Agreement shall be amended to extend until October 6, 2025, unless the Agreement is terminated in accordance with the terms and conditions set forth in Section 5 of the Licensing Agreement.

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: William C. Brand

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

Approved:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

Approved as to Form:

\_\_\_\_\_  
Michael W. Webb, City Attorney

**EXHIBIT B**  
**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”). 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. WATER further provides a support portal which can be accessed 24/7 to report issues and/or check the status of any support issue(s) reported by CUSTOMER.
2. **Support Methods.** 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 C 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. Update 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 window is Wednesdays, from 9:00-10:00am, Pacific Time, and Sundays, from 2:00-3:00pm, Pacific Time. During the window Users may only be able to utilize Street EMS in offline mode. If maintenance takes place outside of the typical window as described herein, W.A.T.E.R. shall provide CUSTOMER with reasonable notice that the maintenance is taking place.

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>
<b>Standard Issues</b>	Issues that are not Priority Issues	Within 3 days	Commercially reasonable effort
<b>Priority Issues</b>	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.** 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.
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.
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.






**EXHIBIT C**  
**COST SCHEDULE**

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

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

 Street EMS License	Included
 Street EMS Server License	Included
 Cardiac Monitor Integration	Included
 CAD Integration	Included
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<b>Total W.A.T.E.R. Licenses</b>	<b>Included</b>

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

 Street EMS Maintenance & Support for up to 5,000 incidents/year \$ 12,915 year 1	
 Street EMS Maintenance & Support for up to 5,000 incidents/year \$ 13,561 year 2	
 Street EMS Maintenance & Support for up to 5,000 incidents/year \$ 14,239 year 3	
 Street EMS Maintenance & Support for up to 5,000 incidents/year \$ 14,951 year 4	
 Street EMS Maintenance & Support for up to 5,000 incidents/year \$ 15,698 year 5	
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<b>Total Maintenance and Support Services</b>	<b>\$ 71,364 total/ 5 yrs</b>

Monthly Maintenance and Support fees will remain at current prices 3 years from the agreement Effective Date.

W.A.T.E.R. Maintenance & Support Services billed annually and payments begin the month of the agreement Effective Date.

2. 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: 8:01AM to 5PM, PT, Monday through Friday (excluding national holidays).
  - b. \$265 per hour: 5:01PM to 12AM, PT, Monday through Friday (excluding national holidays).
  - c. \$350 per hour: 12:01AM to 8AM, PT, Monday through Friday and 24 hours on weekends and national holidays.