



Proposal 00023690

Details: Created On: 23 Sep 2025
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Prepared For: Lou Fisher
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City of Broken Arrow, Oklahoma
200 S. 1st Street,
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Proposal 00023690

Term: 11/22/2025 - 11/21/2026

| Product | Sales Price | Term | Qty | Total Price |
|--|-------------|-------|------|-------------|
| AA-RIO Aquatic Academy User Subscription - WIMS Rio <i>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 Rio 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.</i> | \$0.00 | 12mos | 10.0 | \$0.00 |
| WIMS-RIO-P-MGD WIMS Premier (MGD-Based) <i>WIMS Premier software subscription for water or wastewater treatment plants based on Million Gallons per Day (MGD). Subscription includes WIMS Classic and WIMS Rio with unlimited users, access to mobile application, and standard product features including dashboards, reporting, and dynamic spreadsheets. Price is based on total MGD of all treatment plants.</i> | \$687.50 | 12mos | 12.0 | \$8,250.00 |
| WIMS-IMPRT-SCADA WIMS Interface - SCADA <i>SCADA import subscription for the WIMS Platform. Price for a single standard SCADA interface, for a single system/operation with automatic data ingestion.</i> | \$979.00 | 12mos | 2.0 | \$1,958.00 |

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$0.00 USD
 Recurring Annual Fees (SaaS & SMA): \$10,208.00 USD

GRAND TOTAL: \$10,208.00 USD

All prices are quoted exclusive of taxes.



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 jessica.wheelin@aquaticinformatics.com and please reference quote **00023690**.

Jessica Wheelin
619-318-7074
jessica.wheelin@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 (See attached). ~~<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/)
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)

Exceptions:

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

Electronic Acceptance

Expiration Date: Must be signed by

Subscriber: City of Broken Arrow, Oklahoma

Subscriber Signature: Per: Michael Spurgeon
 Name: Michael Spurgeon
 Title: City Manager/General Manager
 Date: 4/10/2026

Subscriber Details:

Verdigris River Water Treatment Plant
 Phone: 918-259-9109
 Email: lafisher@brokenarrowok.gov
 Company: City of Broken Arrow, Oklahoma
 200 S. 1st Street,
 P.O. BOX 610
 Broken Arrow, Oklahoma 74013
 United States

Attest:
Curtis Green 4/10/2026
 Secretary



Approved as to Form*
D. Graham Parker
 Assistant City Attorney

Provider: Aquatic Informatics

Provider Signature: Per:
 Name:
 Title:
 Date:

Terms & Conditions of Sales

Effective February 11, 2025

THE PARTIES AGREE THESE TERMS APPLY ONLY TO THE EXTENT EXPRESSLY INCORPORATED INTO A WRITTEN AGREEMENT (INCLUDING ANY QUOTE/SOW AND SUBSCRIBER PURCHASE ORDER, IF APPLICABLE) THAT IS EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES (“AGREEMENT”). PROVIDER MAY NOT MODIFY THESE TERMS UNILATERALLY (INCLUDING BY WEBSITE UPDATES) AND ANY MODIFICATION MUST BE IN A WRITING SIGNED BY BOTH PARTIES.

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for software, goods manufactured and/or supplied, and services provided, by Aquatic Informatics (“Provider”) or any of its affiliates or subsidiaries identified as the selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions and sold to the original purchaser thereof (“Subscriber”). Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Provider and Subscriber, these Terms & Conditions of Sale establish the entirety of the rights, obligations and remedies of Provider and Subscriber which apply to this offer and any resulting order or contract for the sale of Provider’s software, goods and or services (“Service Offering/Work”).

APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Provider’s offer, order acknowledgment, Service Offering and Service Level Agreement and any related invoice documents (collectively “Service Offering Agreement”). A binding agreement exists only upon execution by authorized representatives of both parties, or (if applicable) Provider’s written acceptance of a Subscriber Purchase Order that references and incorporates the Quote/SOW and these Terms as modified herein.

1. Fees and Payment.

1. Fees and Payment. Fees charged for the Services Offering/Work are set out in your quotation. 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 Service Offering/Work or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month.

1.2 Upon request, the Provider may offer optional professional services (PS) to the Subscriber under mutually agreed terms outlined in a Quote or Statement of Work (SOW), which may include software installation, implementation services, and training. It is the Subscriber's responsibility to ensure that project schedules, milestones, and deliverables are aligned with their expectations as specified in the Quote or SOW. Any changes to information related to adjustments in milestones or pricing must be communicated in writing and mutually agreed upon by both the Provider and the Subscriber. Charges for PS that have commenced according to the milestones defined in the Quote or SOW are non-cancellable, and the Subscriber is required to pay accordingly. Unless terminated for cause, PS will be provided and charged based on the agreed milestones and schedules, if changes were not mutually agreed upon. Penalties related to project delays and project holds will be detailed in the Quote or SOW.

2. Consequences of Breach.

Provider may terminate your Service Offering/Work access if you breach any part of the Services Offering Agreement in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Service Offering/Work, 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 Subscriber written notice of such breach. If such breach is not corrected in the time required by the Provider, the Provider may terminate the Service Offering/Work. Except for an imminent threat to security, Provider will provide at least thirty (30) days' written notice and an opportunity to cure before suspension or termination. For security emergencies, Provider may suspend only the affected portion of the Service Offering/Work, and will restore service promptly after the issue is resolved.

2.1. Instead of termination Provider may choose to suspend your right to access or use any portion or all the Service Offering/Work. In such event;

a) you remain responsible for all fees and charges you have incurred through the date of suspension;

b) you remain responsible for any applicable Service Offering/Work fees for any modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension; and

c) you will not be entitled to any service credits for any period of suspension.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination. The Agreement becomes effective when the quotation (or other ordering document) is signed by both Subscriber and Provider. If not stated in the Quote/SOW, the Subscription Term will be one (1) year. THERE SHALL BE NO AUTOMATIC RENEWAL. Any renewal must be by mutual written agreement executed by both parties

3. Term and Termination.

The Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. The term of the Service Offering Agreement shall commence when Provider sends Subscriber login credentials for the Services Offering/Work quoted and is for the length of time stated on the quotation ("Subscription Term"). No automatic renewal. Renewal only by mutual written agreement.

3.1 Additionally, the Services Offering Agreement shall terminate in each of the following events:

a) Either party may terminate the Service Offering 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 the Services Offering Agreement for cause upon thirty (30) days advance notice to the other if there is any material default or breach by the other, unless the defaulting party has cured the material default or breach within the thirty (30) day notice period.

If the Services Offering Agreement subscription is terminated for cause by Subscriber, then Provider shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by Provider, Subscriber shall pay only fees accrued and undisputed through the effective date of termination; there is no acceleration of future subscription fees. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

Subscriber shall pay for Services actually provided and accepted through termination. Any post-termination assistance additional to that described below is subject to mutual written agreement.

(a) Generally. Upon any termination of the Services Offering Agreement:

(i) all your rights under 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 Confidential Information provided to you by the Provider.

(b) Post-Termination Assistance. Following termination:

(i) unless notified otherwise by you, for a period of thirty (30) days following termination we will not erase any of your Content (which is defined to include all information provided by Subscriber through configuration of the Service Offering/Work or any data submitted by the Subscriber, or by any party authorized by the Subscriber to submit data to support or enable the Service Offering/Work) as a result of the termination in order to allow you retrieve your Content;

(ii) you may retrieve your Content from the Service Offering/Work only if you have paid all fees due to Provider;

(ii) if more than thirty (30) days post-termination are required for you to retrieve all your Content, you will be charged for a month-to-month subscription service for each additional thirty (30) day period you require to retrieve your Content;

(iv) upon retrieval of your Content, you may instruct Provider to destroy all copies of your Content stored on the Service Offering/Work and request Provider to provide certification in writing that all your Content has been destroyed within fifteen (15) days of Provider receiving Subscriber instructions; and

(v) Provider will provide you with the same post-termination data retrieval assistance that it generally makes available to all Subscribers on a time and materials basis at then stated hourly rates.

4. Proprietary Rights and Confidentiality.

4.1 Ownership.

a) "Proprietary Information" means 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/Work and the Content remains that of Provider. As between Provider and Subscriber, Subscriber exclusively owns all rights, title

and interest in and to all of Subscriber'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. Provider acknowledges Subscriber's Content (including all data uploaded, generated, stored, processed, or transmitted through the Service Offering/Work) is and remains Subscriber's property. Provider receives no rights in Subscriber's Content except as necessary to provide the Service Offering/Work and support services under this Agreement.

b) Subscriber shall not (i) permit any third party to access the Service Offering/Work except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offering/Work, or (v) access the Service Offering/Work in order to build a competitive product or service, or copy any features, functions or graphics of the Service Offering/Work.

c) Using the Service Offering it is possible to collect aggregated anonymized data in which all personal identifiers have been removed, such that the information could not reasonably be used to identify an individual, which is collected and stored without association with Personally Identifiable Information (PII) and does not identify Subscriber or any of Subscriber's personnel in any way ("Aggregated Data"). Provider may collect, use and disclose such Aggregated Data for any purpose including research, analysis, reporting and further develop the Service Offerings and ancillary services. Provider has exclusive ownership, use, and distribution rights to such Aggregated Data for any purpose, including, but not limited to, internal analytics and product improvement. Provider will not use Aggregated Data to identify Subscriber (directly or indirectly), will not sell Subscriber-derived Aggregated Data, and will not use Aggregated Data for marketing or advertising without Subscriber's prior written consent

4.3 Confidentiality. Notwithstanding anything to the contrary, Subscriber is a public body subject to the Oklahoma Open Records Act. Provider acknowledges Subscriber may disclose records as required by law. Confidential Information does not include information required to be disclosed under applicable open records laws, court order, or lawful process. For public records requests, Subscriber will provide notice to Provider when legally permitted and reasonably practicable, to allow Provider to seek protective treatment for any specific information Provider contends is exempt from disclosure.

5. Miscellaneous.

The parties acknowledge that each is an independent contractor and nothing in this Service Offering 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.

5.1 Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of the Service Offering Agreement.

5.2 Upon consent by Provider, this Service Offering 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 Service Offering Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Service Offering 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 Service Offering Agreement.

6. Prices.

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Provider. 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. Subscriber will either pay all such charges or provide Provider with acceptable exemption certificates, which obligation survives performance under this Service Offering Agreement.

7. Limited Warranty.

Provider warrants that the Service Offering/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 Service Offering/Work purchased. Provider 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 Provider in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Provider shall become the property of Provider. 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 Service Offering/Work not meeting this Limited Warranty is at Provider'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 Provider is willing to provide such replacement, credit or refund. For subscription software/services, Provider additionally warrants during the Subscription Term that the Service Offering/Work will materially conform to Provider's published documentation/specifications and that Provider will use commercially reasonable efforts to provide the Service Offering/Work in a professional and workmanlike manner.

8. Indemnification.

Provider shall defend, indemnify, and hold harmless Subscriber and its officers, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Provider's negligence, gross negligence, or willful misconduct; (ii) Provider's breach of this Agreement; (iii) infringement or misappropriation of intellectual property by the Service Offering/Work (including as described in Section 9); and/or (iv) any security incident or breach involving Subscriber's Content caused by Provider or its subcontractors. Provider's obligations are reduced to the extent a claim is caused by Subscriber's negligence or willful misconduct.

Subscriber does not indemnify Provider. Nothing in these Terms and Conditions waives, alters, or expands Subscriber's rights, immunities, or limitations of liability under the Oklahoma Governmental Tort Claims Act or other applicable law.

9. Patent Protection.

Subject to all limitations of liability provided herein, Provider will, with respect to any Service Offering/Work of Provider's design or manufacture, indemnify Subscriber 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 Service Offering/Work that Provider sells to Subscriber 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 Service Offering/Work sold to Subscriber hereunder and from reasonable expenses incurred by Subscriber in defense of such suit if Provider does not undertake the defense thereof, provided that Subscriber promptly notifies Provider of such suit and offers Provider either (i) full and exclusive control of the defense of such suit when Service Offering/Work of Provider only are involved, or (ii) the right to participate in the defense of such suit when products

other than those of Provider are also involved. Provider's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Service Offering/Work according to their applications as envisioned by Provider's specifications. In case the Service Offering/Work are in such suit held to constitute infringement and the use of the Work is enjoined, Provider will, at its own expense and at its option, either procure for Subscriber the right to continue using such Service Offering/Work or replace them with non-infringing software, services, and/or products, or modify them so they become non-infringing, or remove the Service Offering/Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Provider for patent infringement by the Service Offering/Work. Subscriber has no duty to defend or indemnify Provider. Provider's IP indemnity does not apply to the extent infringement arises from Subscriber's written specifications provided solely by Subscriber and not created by Provider.

10. Software and Data.

All licenses to Provider'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 Provider's software: Provider grants Subscriber only a personal, non-exclusive license to access and use the software provided by Provider with the Service Offering/Work purchased hereunder solely as necessary for Subscriber to enjoy the benefit of the Service Offering/Work. A portion of the software may contain or consist of open-source software, which Subscriber may use under the terms and conditions of the specific license under which the open-source software is distributed. Subscriber agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Subscriber's use of the Service Offering/Work, Provider may obtain, receive, or collect data or information, including data produced by the Service Offering/Work. In such cases, Subscriber grants Provider 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 Provider and its affiliates.

11. Export and Import Licenses and Compliance with Laws and Related Company Policies.

Unless otherwise specified in this Service Offering Agreement, Subscriber is responsible for obtaining any required export or import licenses. Provider represents that all Service Offerings/Work delivered hereunder will be produced and supplied in compliance with all

applicable laws and regulations. Subscriber will comply with all laws and regulations applicable to the installation or use of all such Service Offerings/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. Subscriber will not sell, transfer, export or re-export any Provider Service Offering/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 Provider Service Offerings/Work or technology in any facility which engages in activities relating to such weapons. Subscriber 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 Subscriber's business activities in connection with this Service Offering Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Subscriber 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 Subscriber or for Provider, 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 Subscriber's activities related to this Service Offering Agreement. Provider asks Subscriber to "Speak Up!" if aware of any violation of law, regulation or our Code of Conduct ("Code of Conduct") in relation to this Service Offering. [See Integrity and compliance | Veralto for a copy of the Code and for access to our Helpline portal.](#)

12. Force Majeure.

Provider is excused from performance of its obligations under this Service Offering Agreement 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 Provider 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, Provider may, at its option, terminate any part of or all of this Service Offering Agreement without penalty and without being deemed in default or in breach thereof. If force majeure extends for six (6) months, either party may terminate without penalty. Provider will refund prepaid fees for periods after termination

13. Non-Assignment and Waiver.

Subscriber will not transfer or assign this Service Offering Agreement or any rights or interests hereunder without Provider's prior written consent. Failure of either party to insist upon strict performance of any provision of this Service Offering Agreement, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Service Offering Agreement 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.

14. Limitation of Liability.

Provider, its affiliates, subsidiaries, and each of their respective directors, officers, members, partners, and/or employees (individually, a "Provider Indemnified Party" and collectively, the "Provider Indemnified Parties") will not be liable to Subscriber 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 Subscriber'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 Provider Indemnified Parties arising out of the performance or non-performance hereunder or Provider's obligations in connection with the design, manufacture, sale, delivery, and/or use of the Service Offering/Work will in no circumstance exceed in the aggregate a sum equal 100,000 American dollars (USD).

15. Applicable Law and Dispute Resolution.

This Agreement is governed by the laws of the State of Oklahoma, without regard to conflict of laws rules. Venue and jurisdiction for any dispute shall lie exclusively in the state courts of Tulsa County or Wagoner County, Oklahoma, or the United States District Court for the Northern District of Oklahoma, as applicable. The parties waive any objection to personal jurisdiction or venue in such courts. Nothing in this Agreement is a waiver of Subscriber's sovereign or governmental immunities or defenses.

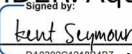
16. Funds Transfers.

Subscriber and Provider 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, Subscriber must verbally confirm any new or changed bank transfer or mailing instructions by calling Provider and speaking with Provider’s accounts receivable contact 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.

17. 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 Provider unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Provider. Provider rejects any additional or inconsistent Terms & Conditions of Sale offered by Subscriber at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Provider’s acceptance of Subscriber’s order for the described Service Offering/Work.

SIGNATURES

| | |
|---|---|
| <p>PROVIDER: Aquatic Informatics</p> <p>By:  _____</p> <p>Name: <small>DA0302C1218B4B7...</small> Kent Seymour _____</p> <p>Title: Director, Customer Succ _____</p> <p>Date: April 6, 2026 _____</p> | <p>SUBSCRIBER:</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|