

CONTRACT# WRS/250296



Quote 00017512

Details:

Created On: 24 Feb 2024
Expires On: 04 Oct 2024

Prepared For:

Benjamin Moose
(352) 629-8212
bmoose@ocalafl.org

City of Ocala, Florida
4200 SE 24th Street
Ocala, Florida 344781
United States

Submitted By:

Tiffany Elliott
tiffany.elliott@aquaticinformatics.com



- AQUARIUS
- SEDARU
- AQUATIC COMPLIANCE PLATFORM
- TOKAY
- AQUATIC COMPLIANCE & OPERATIONS
- WIMS
- LINKO
- WATERTRAX

Quote Summary

Product	Sales Price	Term	Qty	Total Price
LKOSMA Linko Support & Maintenance <i>Customer support and maintenance plan for Linko software. Includes live telephone support and 24 x 7 access to web-based support and knowledge base as defined in the Service Agreement.</i>	\$2,352.00	12 mos	1.0	\$2,352.00

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): \$2,352.00 USD

GRAND TOTAL: \$2,352.00 USD



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 tiffany.elliott@aquaticinformatics.com and please reference quote **00017512**.

Tiffany Elliott
tiffany.elliott@aquaticinformatics.com

Aquatic Informatics Inc.
1999 Broadway, Suite 830
Denver, CO 80202
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <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 1999 Broadway, Suite 830, Denver, CO 80202 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software, Except WIMS:

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
<https://aquaticinformatics.com/saas-service-offering/>
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)
<https://aquaticinformatics.com/on-premise-software/>

WIMS Software Only:

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



Electronic Acceptance

Expiration Date: Must be signed by 04 Oct 2024

Subscriber: City of Ocala, Florida

Subscriber Signature:

Per:  DocuSigned by:
Ken Whitehead
5677F71E3B874F4...

Name: Ken Whitehead

Title: Assistant City Manager

Date: 4/25/2025

Subscriber Details:

Phone: (352) 629-8212
Email: bmoose@ocalafl.org

Company: City of Ocala, Florida
4200 SE 24th Street
Ocala, Florida 344781
United States

Provider: Aquatic Informatics

Provider Signature:

Per:  DocuSigned by:
Kent Seymour
DA0302C121BB4B7...

Name: Kent Seymour

Title: Director, Customer Success

Date: 4/24/2025


Approved as to form and Legality:

 DocuSigned by:
William E. Sexton
807DCCFCEBDE429
William E. Sexton
City Attorney



Terms & Conditions of Sales

Effective May 1, 2022



PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. BY USING ANY OF THE SERVICES OR SOFTWARE PROVIDED BY AQUATIC INFORMATICS OR ITS SUBSIDIARIES OR AFFILIATES, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE SERVICES OR SOFTWARE.

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



acknowledgement of Subscriber's order by Provider; or (iii) commencement of any performance by Provider pursuant to Subscriber's order. Provisions contained in Subscriber's purchase documents (including electronic commerce interfaces) that are in conflict with, materially alter, add to and/or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Service Offering Agreement.

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

2. Consequences of Breach.

Provider may terminate your Service Offering/Work access if you breach, or Provider has a reasonable basis to believe you will 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.

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.



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"). If not stated in the quote the Subscription Term will be for a yearly term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

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.
- c) Termination as set forth in Section 3.

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 any unpaid fees covering the remainder of the Subscription Term after the effective date of termination. 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.

3.2. 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;



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;
- (iii) 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.

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



d) 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 purposes including for research, analysis, reporting and to 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, advertising, marketing, and promotion of opportunities to other clients and prospective clients of its Service Offering/Work.

4.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Service Offering, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation by the Recipient; already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser; following the date of the signed quotation is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

4.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured



inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

5. Miscellaneous.

The parties acknowledge that each is an independent Provider 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.



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.

8. Indemnification.

All indemnification obligations imposed upon Provider are limited to the extent of those damages proportionately caused by Provider's breach of the Service Offering Agreement, negligence, wrongful conduct, or violations of law. In no case is Provider liable for any damages caused by negligence, misuse or misapplication of Service Offering/Work by others. Subscriber shall defend, indemnify and hold harmless Provider against all damages to the extent cause by misuse or misapplication of Service Offering/Work, breach of this Service Offering Agreement, negligence, wrongful conduct, or violations of law by Subscriber or its affiliates or those employed by, controlled by or in privity with them, and Subscriber agrees to so defend and indemnify Provider. ***Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.**

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



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. Further, to the same extent as set forth in Provider's above obligation to Subscriber, Subscriber agrees to defend, indemnify and hold harmless Provider for patent infringement related to (a) any Service Offering/Work or goods manufactured to the Subscriber's design, (b) software or services provided in accordance with the Subscriber's instructions, or (c) Provider's Service Offering/Work when used in combination with any other devices, parts or software not provided by Provider hereunder.

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



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 <http://veralto.com/integrity-compliance> and www.veraltointegrity.com 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.



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 to twice the amount actually paid to Provider for any Service Offering/Work delivered hereunder.

15. Applicable Law and Dispute Resolution.

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the Florida, without regard to its principles or laws regarding conflicts of laws. If any provision of this Service Offering Agreement violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Provider and Subscriber, any dispute relating to this Service Offering agreement which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the Florida, if Subscriber has minimum contacts with British Columbia and, (ii) elsewhere in Canada if Subscriber has minimum contacts with Canada, but not British Columbia, (iii) in the State of New York if Subscriber does not have minimum contacts with Canada.



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.

18. Public Records.

Provider shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Provider shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Provider or keep and maintain public records required by the public agency to perform the service. If Provider transfers all public records to the public agency upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically


must be provided to the public agency, upon request from the public agency's custodian of public records,
in a format that is compatible with the information technology systems of the public agency.



Products

Modifications to Terms and Conditions of Sale approved by
Aquatic Informatic

Signature:

DocuSigned by:

DA0302C1218B487...

Printed Name: Kent Seymour

Title: Director, Customer Success

Date: 4/24/2025

11 IUU::>H IC::>

Resources

Company

Get In Touch

[Book a Consultation](#)

Contact Us

Contact Support

Unit 1010, 601 West Hastings St.
Vancouver, BC V6B 1M8
7.877.546.5699 | +1.604.873.2782
info@aquaticinformatics.com



Veralto Water Quality





Certificate Of Completion

Envelope Id: 132B6D46-F446-4DE2-87EE-28449A19FB8D
 Subject: FOR SIGNATURE - Linko Support and Maintenance Agreement (WRS/250296)
 Source Envelope:
 Document Pages: 18
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Porsha Ullrich
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 pullrich@ocalafl.gov
 IP Address: 216.255.240.104

Record Tracking

Status: Original 12/26/2024 10:37:17 AM	Holder: Porsha Ullrich pullrich@ocalafl.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B07DCFC4E88E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 12/26/2024 10:45:06 AM
 Resent: 1/23/2025 8:15:04 AM
 Resent: 2/14/2025 8:52:58 AM
 Resent: 2/24/2025 3:50:11 PM
 Resent: 3/13/2025 5:03:21 PM
 Resent: 3/19/2025 3:23:49 PM
 Resent: 3/25/2025 3:40:23 PM
 Viewed: 3/25/2025 4:09:13 PM
 Signed: 3/25/2025 4:14:51 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kent Seymour
 kent.seymour@aquaticinformatics.com
 Director, Customer Success
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 DA0302C1218B4B7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 47.154.135.120

Sent: 3/25/2025 4:14:52 PM
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 Resent: 4/24/2025 4:17:58 PM
 Viewed: 4/24/2025 5:23:52 PM
 Signed: 4/24/2025 5:24:22 PM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2025 5:23:52 PM
 ID: 231b70cd-ad27-489d-988d-4da38cea0ab5

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/26/2024 10:45:07 AM
Envelope Updated	Security Checked	1/15/2025 1:04:52 PM
Envelope Updated	Security Checked	1/15/2025 1:04:52 PM
Envelope Updated	Security Checked	1/15/2025 1:04:52 PM
Envelope Updated	Security Checked	1/15/2025 1:04:52 PM
Envelope Updated	Security Checked	4/24/2025 4:17:57 PM
Envelope Updated	Security Checked	4/24/2025 4:17:57 PM
Envelope Updated	Security Checked	4/24/2025 4:17:57 PM
Certified Delivered	Security Checked	4/25/2025 8:15:37 AM
Signing Complete	Security Checked	4/25/2025 8:17:39 AM
Completed	Security Checked	4/25/2025 8:17:39 AM
Payment Events	Status	Timestamps
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