

STATE OF NORTH CAROLINA

AMENDMENT #2

COUNTY OF UNION

This Amendment, made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina (“Union”), and AQUATIC INFORMATICS INC. (“Aquatic”), shall modify as indicated that agreement between Union and Hach Company (“Hach”) dated September 23, 2020, as modified by correspondence dated August 3, 2023, hereinafter referred to as the “Agreement.”

WITNESSETH:

WHEREAS, Union and Hach entered into an agreement pursuant to which Hach would provide certain services related to the provision of water and wastewater data management software, as well as associated support, training, and maintenance services (referred to herein as the “Services”); and

WHEREAS, Hach’s parent company, Danaher Corporation, later acquired Aquatic, agreeing to assume all rights and responsibilities of the Agreement under the name Aquatic Informatics Inc.; and

WHEREAS, Union now desires to exercise its second option to renew the Agreement, and to add additional services to the scope of the Agreement (the “Additional Services”); and

WHEREAS, Aquatic is willing to continue to provide the Services, including the Additional Services, during the extended term.

NOW, THEREFORE, in consideration of the parties’ continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. In addition to the Services listed in the Agreement, Aquatic agrees to provide the Additional Services reflected on the attached Quote 00018704 and Quote 00019242, in accordance with and subject to the terms of the Agreement. Quote 00018704 and Quote 00019242, as revised, are attached hereto and incorporated herein by reference.
2. Union and Aquatic hereby agree to renew the Agreement for a period of one year, beginning September 23, 2024, and ending September 22, 2025 (the “Renewal Term”).
3. During the Renewal Term, Union agrees to pay Aquatic a fee of \$44,881.20, which fee is not inclusive of taxes, as reflected on the attached Quote 00018704 and Quote 00019242.
4. All references to “Contractor” under the Agreement shall now refer to Aquatic Informatics Inc.

5. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

6. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Amendment. Each signatory further warrants that the execution, delivery and performance by it of this Amendment and the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and caused this Amendment to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

AQUATIC INFORMATICS INC.

By: _____ (SEAL)

Approved as to Legal Form RLM

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

QUOTE 00018704



Quote Summary

Product	Sales Price	Term	Qty	Total Price
WM-FACILITY WIMS Additional Facilities	\$1,769.60		2.0	\$3,539.20
WIMS-FACIL-NEWIMP WIMS New Implementation <i>Implementation services for WIMS software for one plant with one collection system, or one distribution system for 2 facilities. Implementation is based on a customer completed plant type specific questionnaire provided to the customer at project kickoff. Successful implementation of WIMS starts with the customer – customers are required to provide critical information related to the plant's calculations, permits and reporting requirements.</i> <i>At a minimum, this service includes (all meeting lengths are approximate and all services are delivered remotely) for 2 facilities:</i> <ul style="list-style-type: none"> - one 30-minute project kickoff meeting - one 1-hour questionnaire training session - one 2-hour questionnaire review - Supplier to independently complete import\conversion of questionnaire into WIMS database - one 1-hour remote database review - Supplier to independently complete development of: <ul style="list-style-type: none"> - One regulatory report (up to 4 pages) <ul style="list-style-type: none"> • a page is defined as one 8.5 x 11 Page or 10 Variables (i.e.. Columnar, NPDES, or MOR) - One dashboard for up to 10 KPIs with associated trend graphs created using the dashboard wizard - One monthly KPI report with up to 10 defined variables - One yearly KPI report with up to 10 defined variables - One Monthly Data Entry (MDE) for the regulatory report and one for each location using the MDE Wizard - one 2-hour remote report and form review - remote basic install of WIMS client software and related services. Server components and WIMS client will be installed on customer provided server and one client PC remotely via WebEx or MS Teams. - remote restore of newly developed WIMS database to customer's database server. - Project admin time = 2 hours 	\$12,432.00		2.0	\$24,864.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$3,539.20 USD
 Professional Services (One-Time Service Fees): \$24,864.00 USD
 Recurring Annual Fees (SaaS & SMA): \$0.00 USD

GRAND TOTAL: \$28,403.20 USD

QUOTE 00019242



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

Quote Summary

Product	Sales Price	Term	Qty	Total Price
DMWIMS-SPT-MU WIMS Base SPT MU, 1USER, 1FACIL <i>Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on the core user and facility using the system.</i>	\$1,251.00	12 mos	1.0	\$1,251.00
DMWIMS-SPTUSBAS WIMS Basic Support, MU addl user <i>Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on number of additional users using the system.</i>	\$297.00	12 mos	5.0	\$1,485.00
DMWIMS-SPTFACBA WIMS Basic Support, MU addl facility <i>Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on number of additional facilities using the system.</i>	\$394.00	12 mos	1.0	\$394.00
DMWIMS-SPTDBSQL Basic Support, SQL Server support <i>Annual Software Support and Maintenance for MS SQL Server. Support for WIMS operations on the full version MS SQL Server to replace MS SQL Express edition.</i>	\$1,518.00	12 mos	1.0	\$1,518.00
AA-WIMS Aquatic Academy User Subscription - WIMS <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 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	12 mos	7.0	\$0.00



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	12 mos	5.0	\$0.00
WM-FACILITY WIMS Additional Facilities	\$2,034.00		1.0	\$2,034.00
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>	\$2,300.00	12 mos	1.0	\$2,300.00
WIMS-LIMS_INT-STARTUP WIMS LIMS Interface Configuration and Training <i>Implementation and training service to configure a LIMS interface with the WIMS software. The customer's participation is critical for successful implementation of the interface with the customer providing; a fully complete list of Sample Locations and Analyte Codes. The interface will be configured remotely via several implementation sessions as required based on the specific interface, this service includes remote training on the specific configuration so additional configuration can be undertaken by the customer if required. In cases where the Generic LIMS interface is used, one(1) custom query to pull the sample location, analyte, units, result, datestamp, and the two User Defined (LIMS_UD1 & LIMS_UD2) is included. If additional data fields are requested, custom services will be required.</i>	\$4,765.00		1.0	\$4,765.00
RIO-LEGACY-SAAS WIMS Rio Subscription Renewal (Legacy) <i>Rio annual subscription renewal for legacy customers. Price is negotiated based on previous renewal cost and current retail pricing.</i>	\$2,731.00	12 mos	1.0	\$2,731.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$2,034.00 USD
 Professional Services (One-Time Service Fees): \$4,765.00 USD
 Recurring Annual Fees (SaaS & SMA): \$9,679.00 USD

GRAND TOTAL: \$16,478.00 USD