



CITY of NOVI CITY COUNCIL

Agenda Item I
October 8, 2018

SUBJECT: Approval of the Aquasight Subscription Agreement between the City of Novi and Aquasight, LLC, for use of AURA, a water quality management and monitoring service.

SUBMITTING DEPARTMENT: Department of Public Works, Water & Sewer Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 7,401
AMOUNT BUDGETED	\$ 7,401
APPROPRIATION REQUIRED	\$ ---
LINE ITEM NUMBER	592-592.00-958.000

BACKGROUND INFORMATION:

AURA is a software service available to communities as a tool to automate the process for water quality monitoring and sampling selection. The Great Lakes Water Authority (GLWA) has collaborated with Aquasight to offer this service to all GLWA water customers, and has agreed to cover the initial onboarding costs for any community using the service, provided the community agrees to a three-year commitment. Novi would be responsible for the annual fee of \$7,401 (12.5 cents per resident) for a period for the three years (a total of \$22,203), with the option to continue the service at that point if desired.

The AURA service can be a useful tool to help communities manage their water distribution system with the following features:

- Easy access to water quality data collected by GLWA and Novi.
- Uses a predictive approach to help determine if water quality issues may be present rather than utilizing a reactive approach by following up on customer complaints.
- Data mining to help identify potential areas of concern where low disinfectants levels or high contaminant levels may be present.
- Create flushing plans, and evaluate effectiveness of the flushing.
- Identify seasonal trends affecting system operation.
- Provides a common platform for data management to allow for easy collaboration with other communities using the service.

Both Novi and Aquasight would like to begin the service this fall.

The attached *Aquasight Subscription Agreement* has been reviewed by the City Attorney's office (Beth Saarela, October 1, 2018).

RECOMMENDED ACTION: Approval of the *Aquasight Subscription Agreement* between the City of Novi and Aquasight, LLC, for use of their water quality monitoring service.

AURATM



Proactive Water Quality Management
Empowering GLWA Partnering Communities

August 2018

Distribution Water Quality Impacted by Several Factors

GLWA

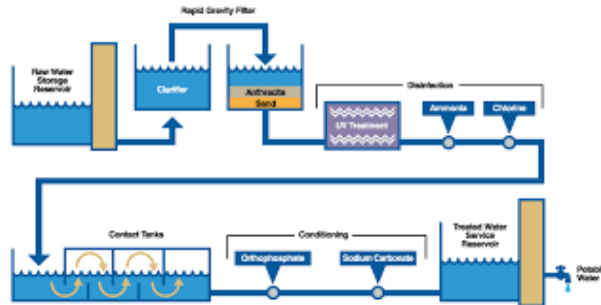
Partner Community

Source



Measured

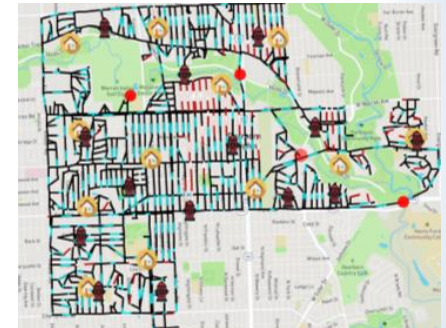
Treatment & Transmission



Treated

Plant tap quality
Transmission lines

Distribution



Managed

Factors: resident demand,
water age, infrastructure
health, seasonality,
temperature, main breaks,
network design,
flushing

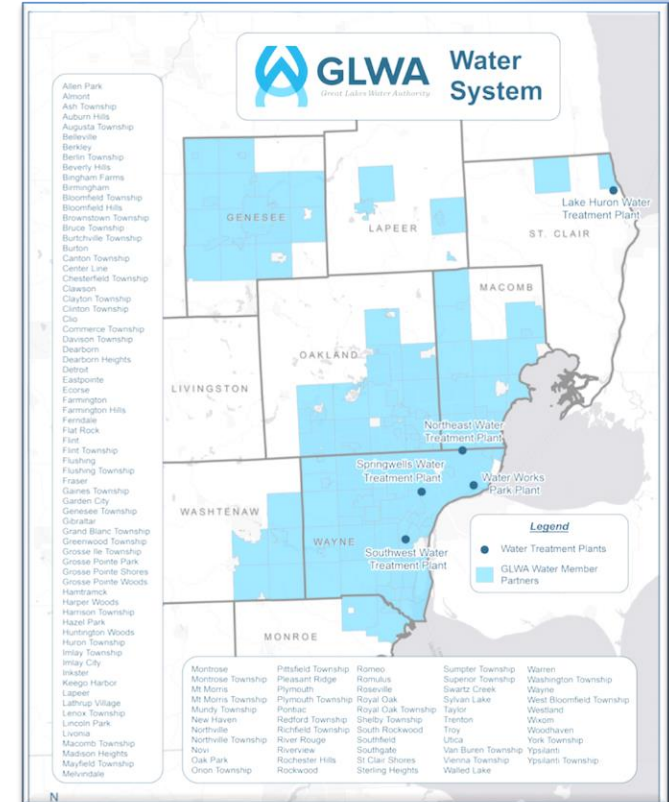
Current Approach to Distribution Water Quality Management

GLWA:

- ✓ 1200 (increasing to 7,000 due to waiver expiration on the reduced sampling and new lead and copper rules) test sites at 84 communities
- ✓ Weekly TCR sampling
- ✓ Monthly fluoride & turbidity
- ✓ Six-month water quality corrosion control parameters
- ✓ Three years lead and copper
- ✓ Monthly MOR
- ✓ Once a year results are sent to partner communities for CC report

Partner community:

- ✓ DBP + other water testing
- ✓ Flushing
- ✓ Customer complaint management

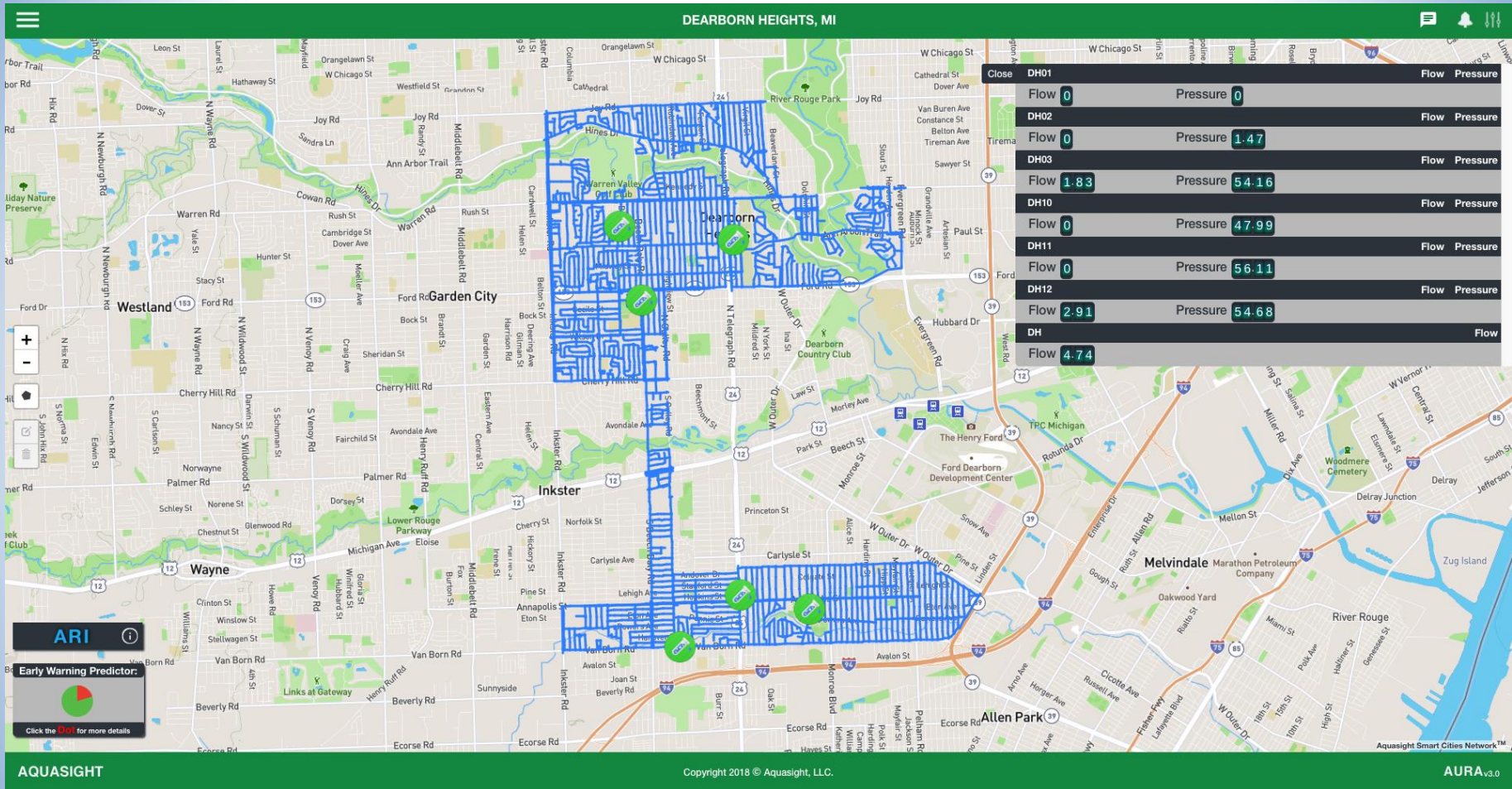


Opportunity For Pro-active Management by Partner Communities

- Easy & faster access to water quality data for communities (days vs. year)
- Data mining to provide early warning and blind spot detection
- Dashboards for preventative approach vs. compliance approach
- GIS & Seasonal views to troubleshoot and optimize
- Automatic alerts on sites with trending low disinfectants
- Overlay with partner main break warnings or infrastructure health
- Cross-reference with live hydraulic model (optional) & WAMR integration
- Create flushing plans and measure impact of flushing
- Leverage common platform, central expertise and best practices
- Site selection to satisfy increased MDEQ requirements

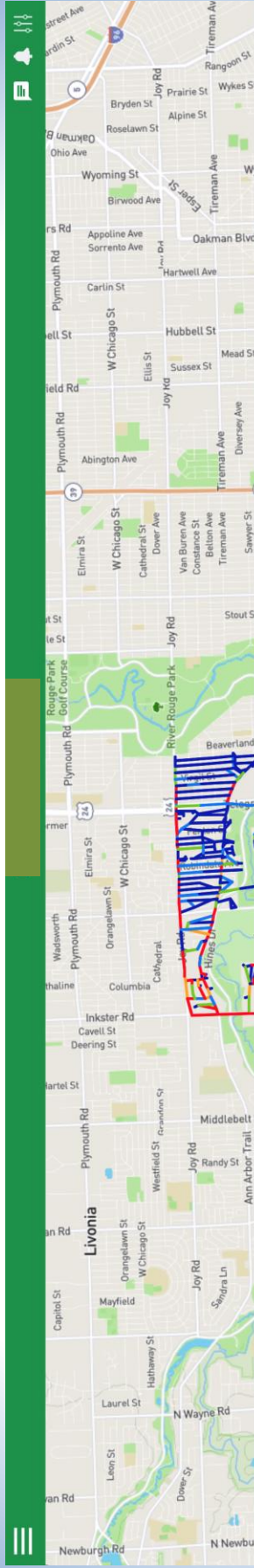
EPA identifies water quality management as a major risk for small to medium cities due to affordability and lack of in-house expertise

AURA Has Many Pre-Built Capabilities

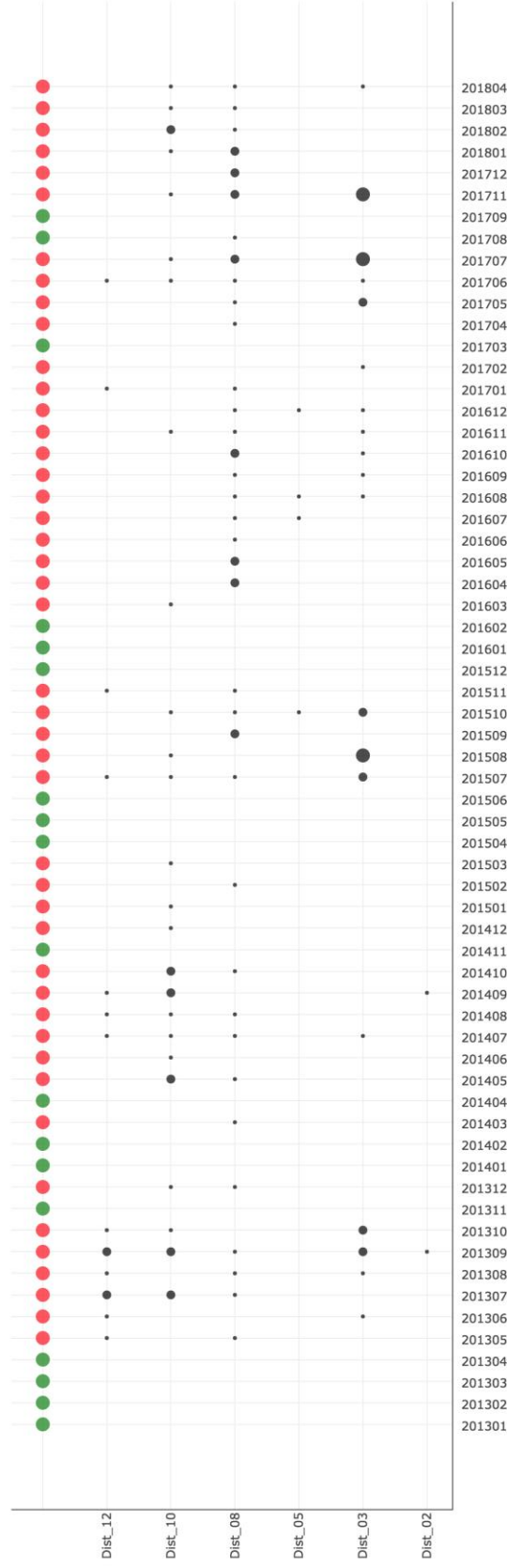


Compliance | Disinfectant intelligence | Bacteria intelligence | Water Residence Time | Focus Area | Seasonal Trends
 Lead/DBP | Early warning predictor | Flushing and Sampling | WAMR integration | Hydraulic model | Infrastructure health

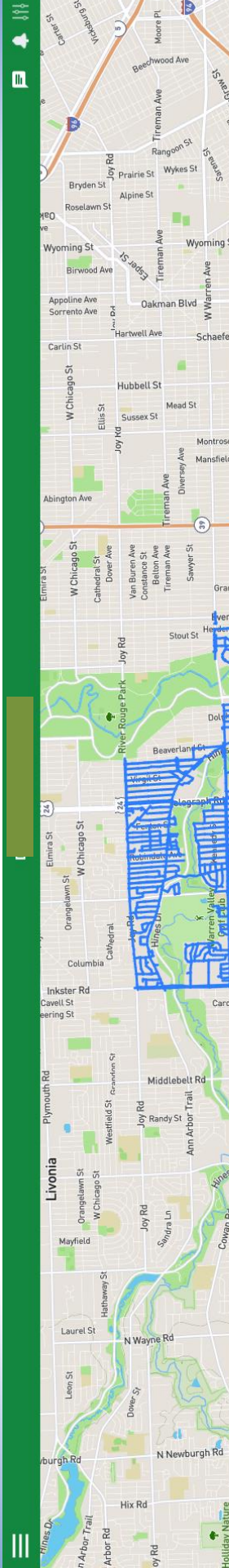
Disinfectant Dashboard – Define Trouble Spots



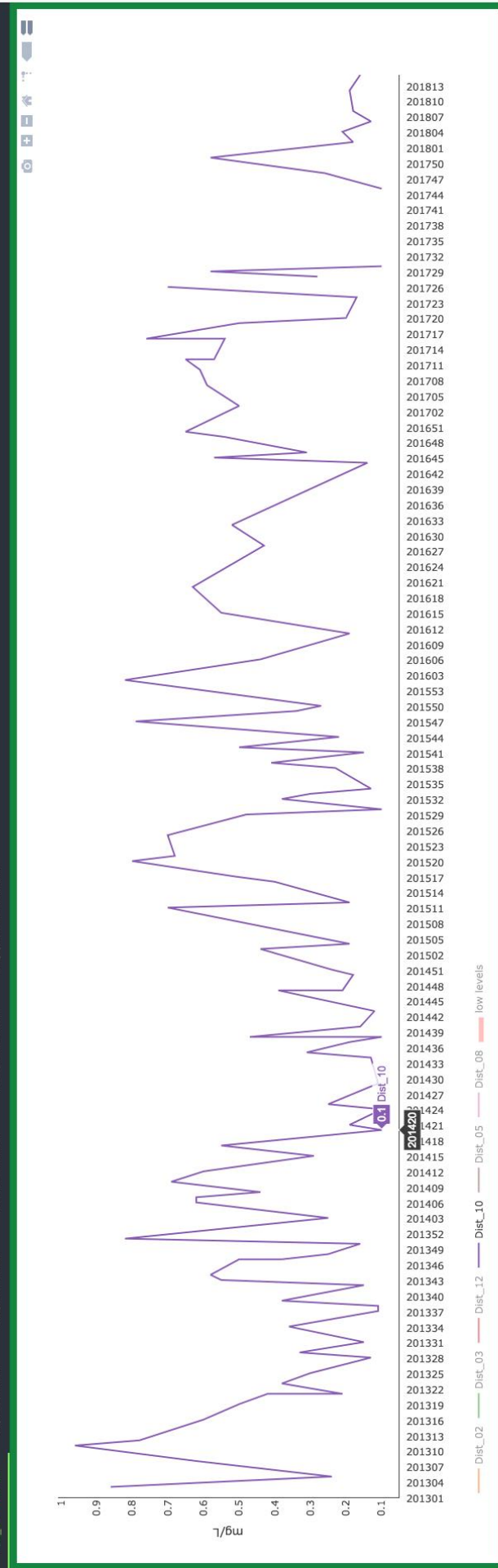
Dashboard



Water Quality Data Management – Trend Every Site



CL_T - TREND TC - TREND HPC - TREND TTHM - TREND HAA5 - TREND FLUORIDE - TREND



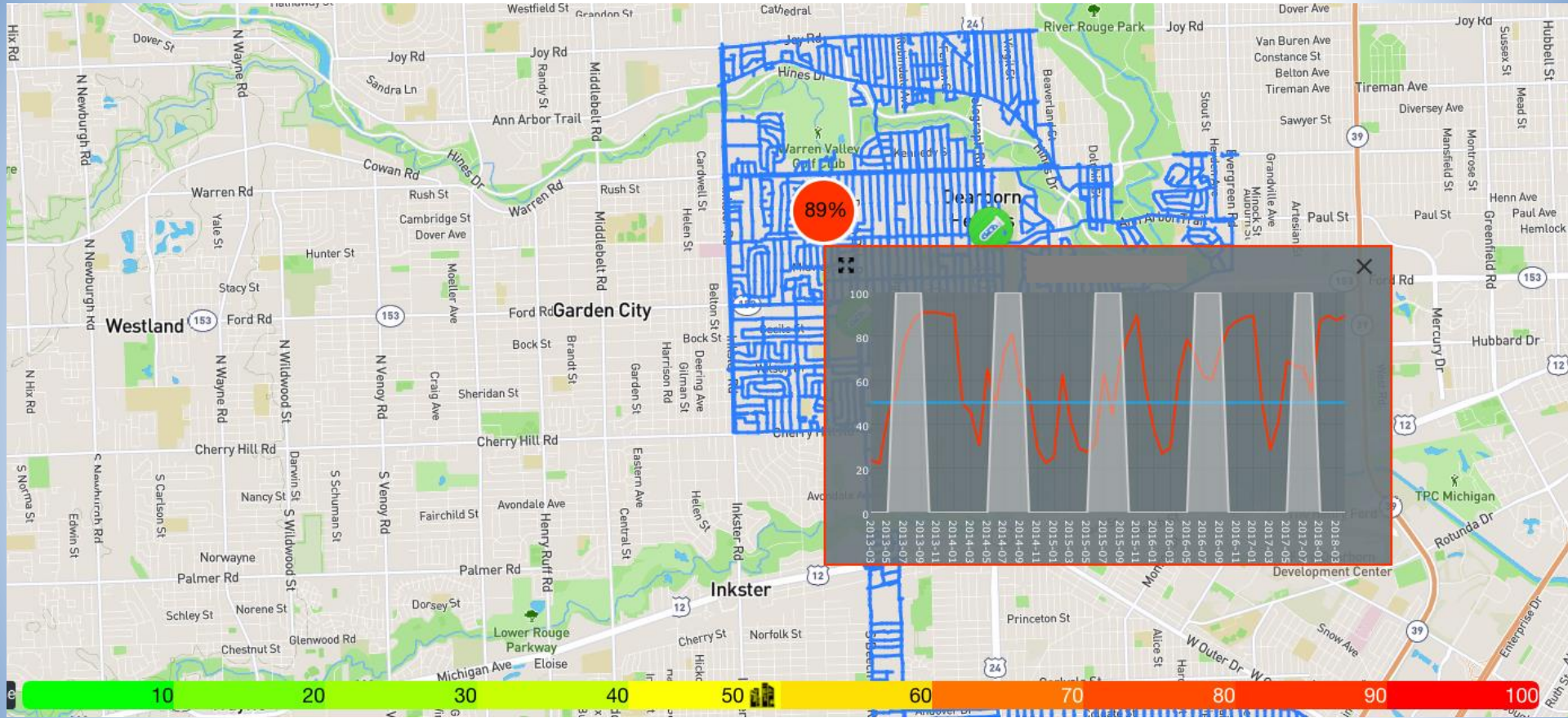
AQUASIGHT

Copyright 2018 © Aquasight, LLC.

AURA_v3.0

Test results stored and historical data available & plotted

Aquasight Index on Disinfectant for Early Warning



Acceptable



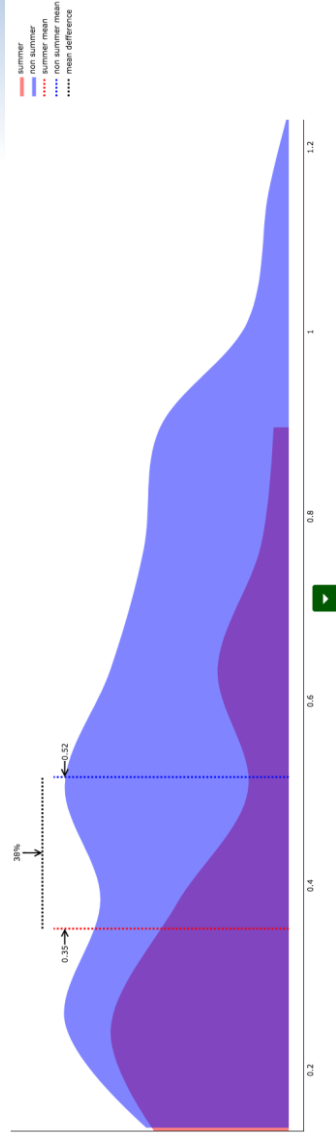
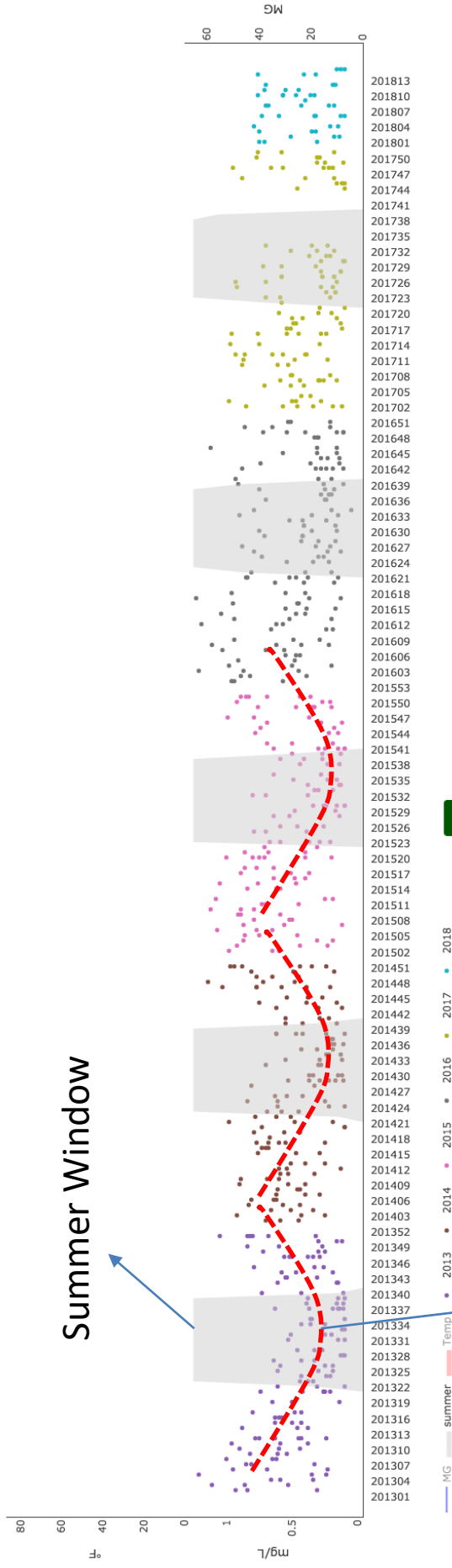
Needs Action

Seasonal Trends and Management

FLOW & CL_T & TEMP.

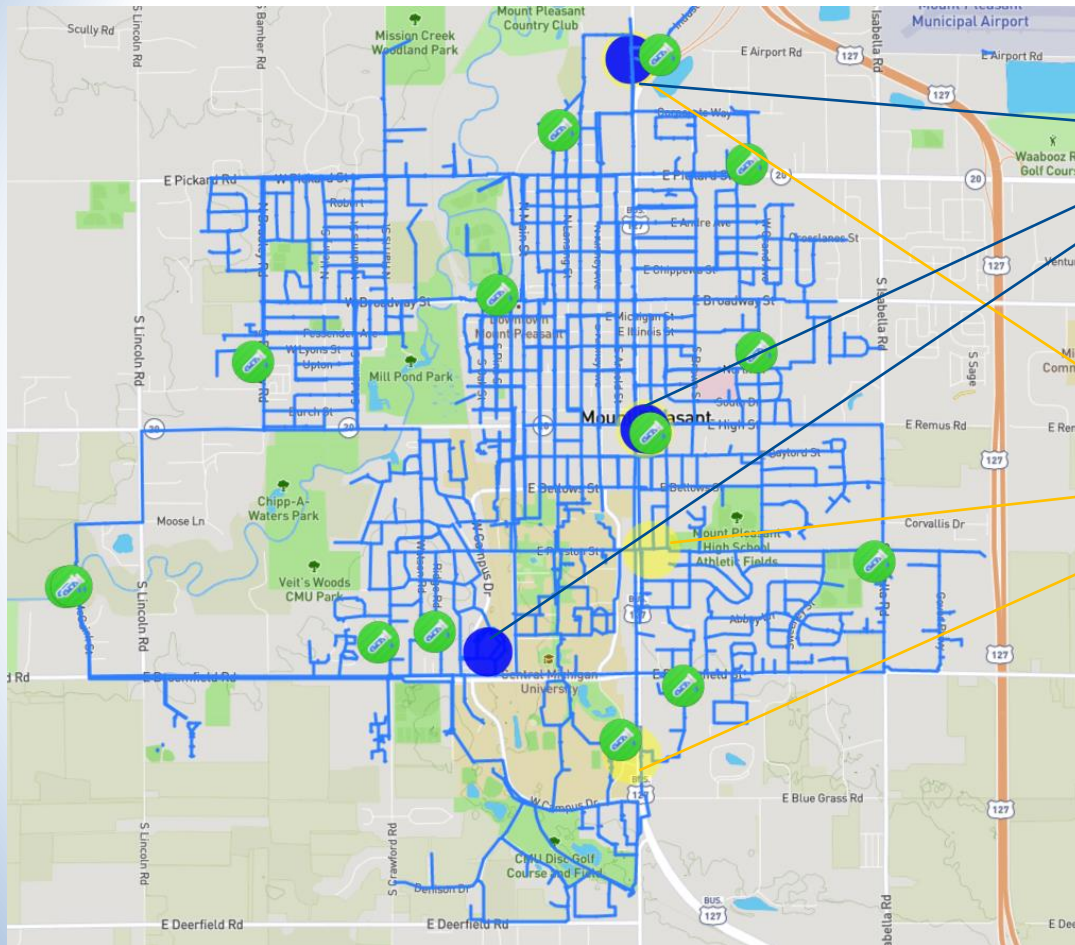
FLOW & TC & TEMP.

FLOW & HPC & TEMP.



- Seasonal Drop
- 38% less disinfectant
- Check sites that are most impacted by seasonality

Target Historical Trouble Spots For Infrastructure Planning

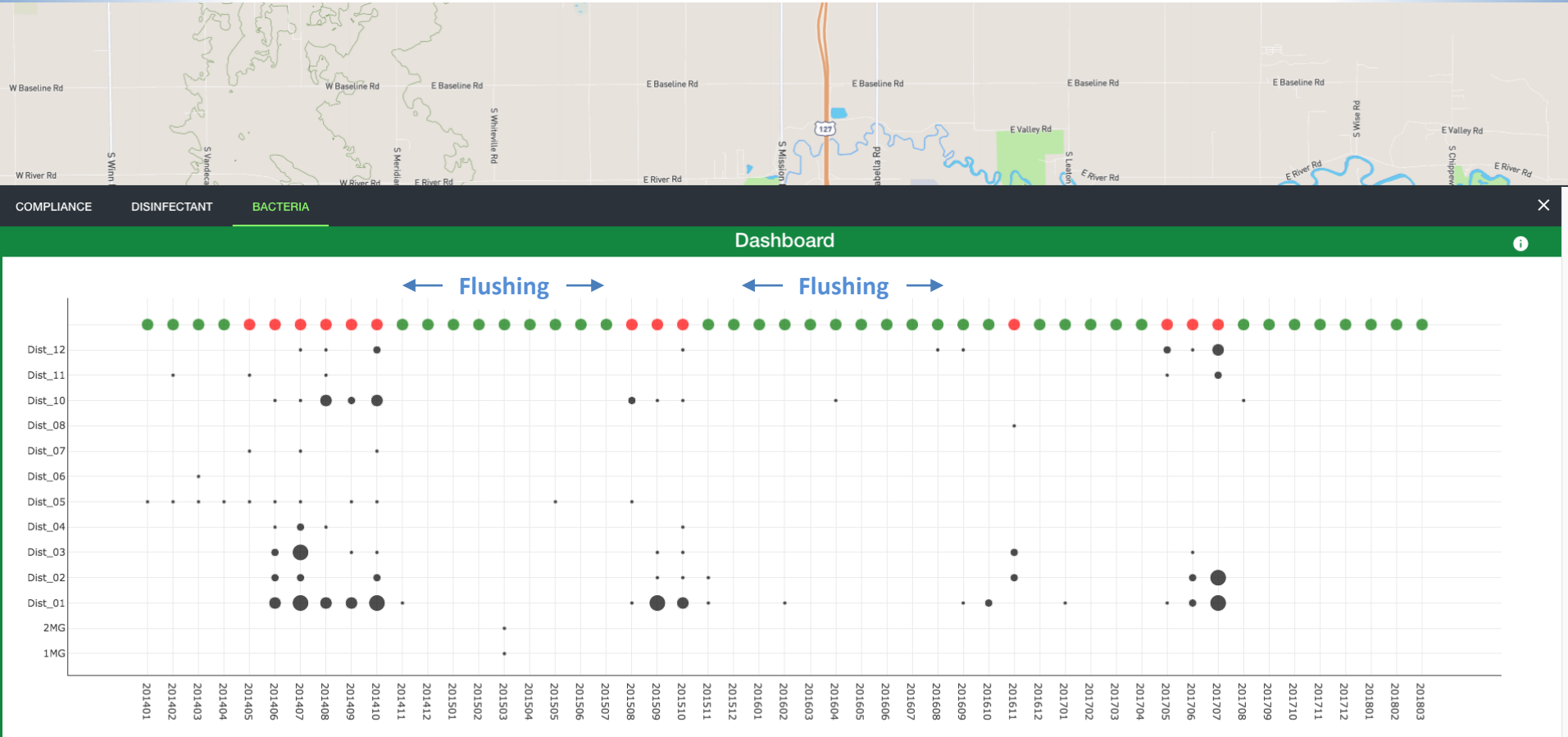


Historically High Bacteri Site

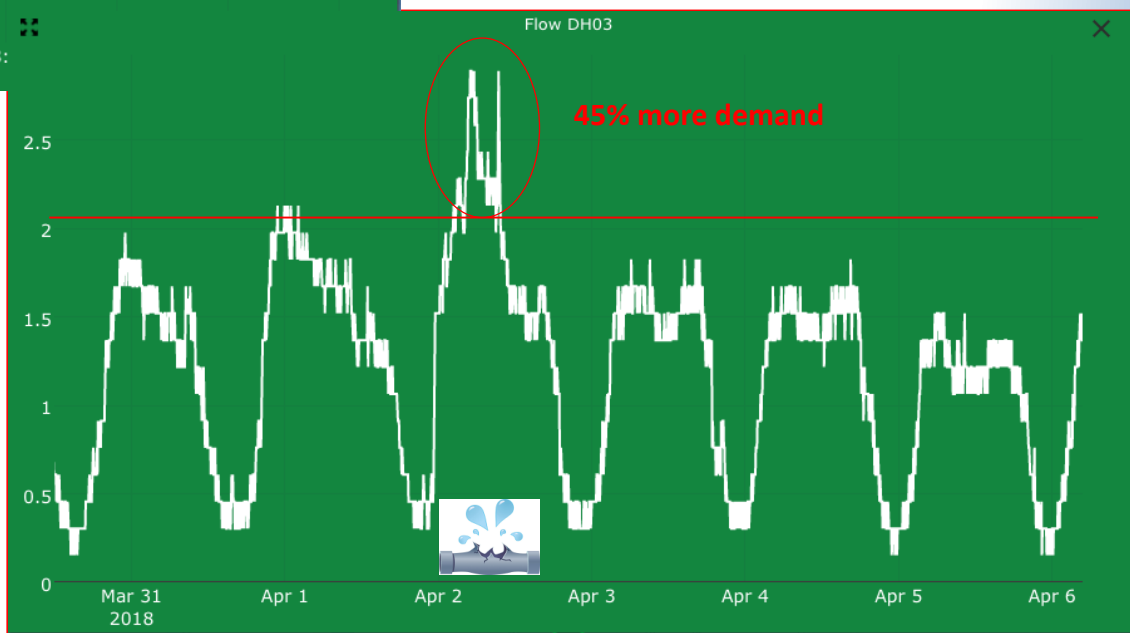
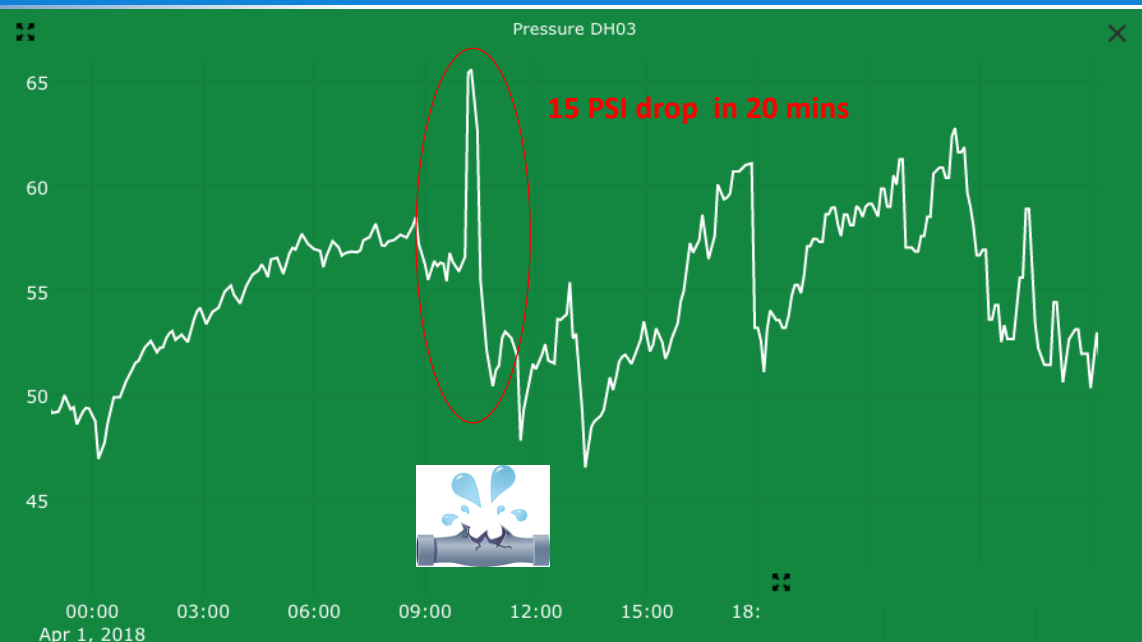


Historically Low Chlorine Site

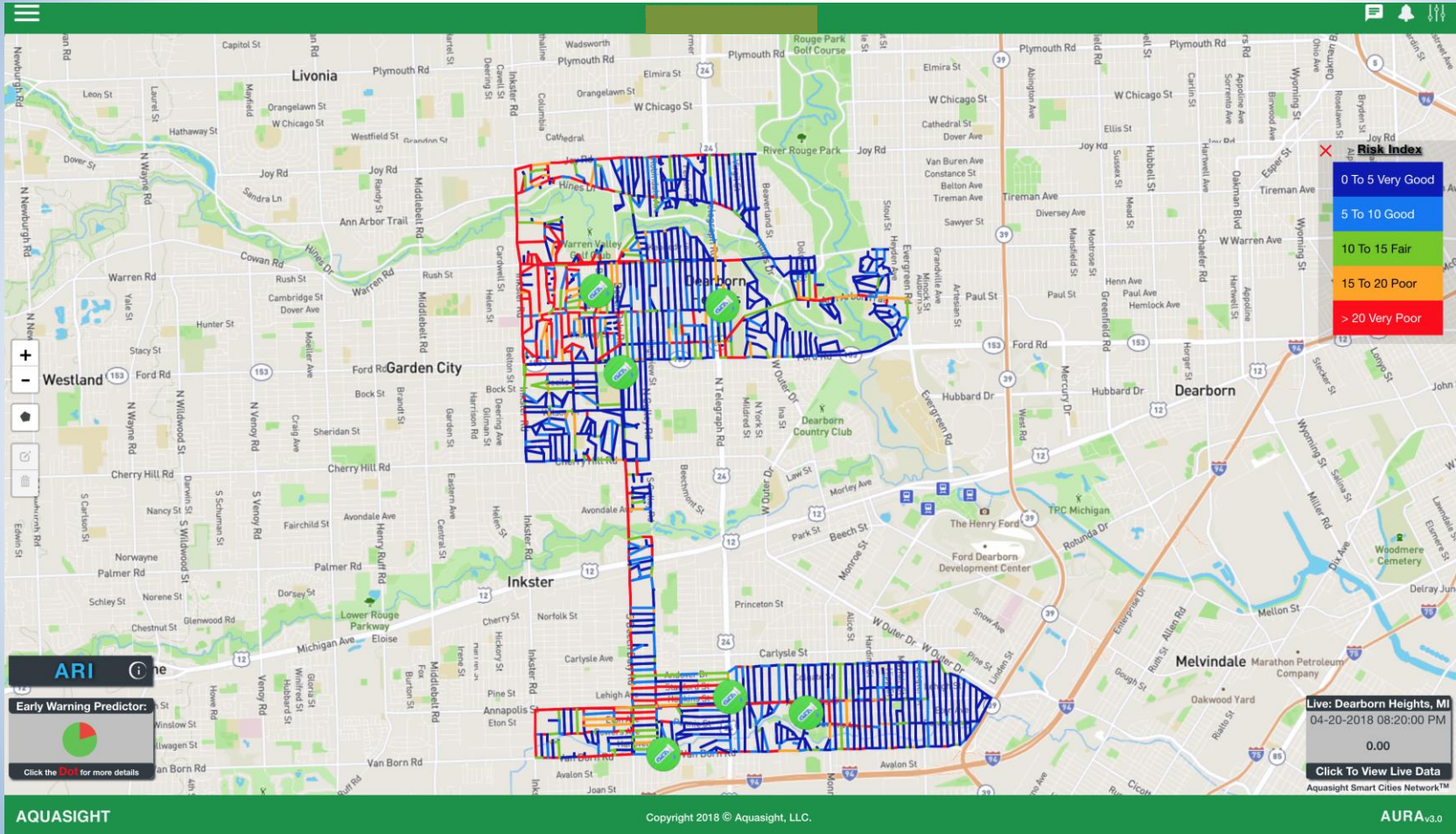
Track Flushing Effectiveness



Optional: Pressure Drop or Flow Rise – Can be Automated for City's Main Break Alert & Tracking

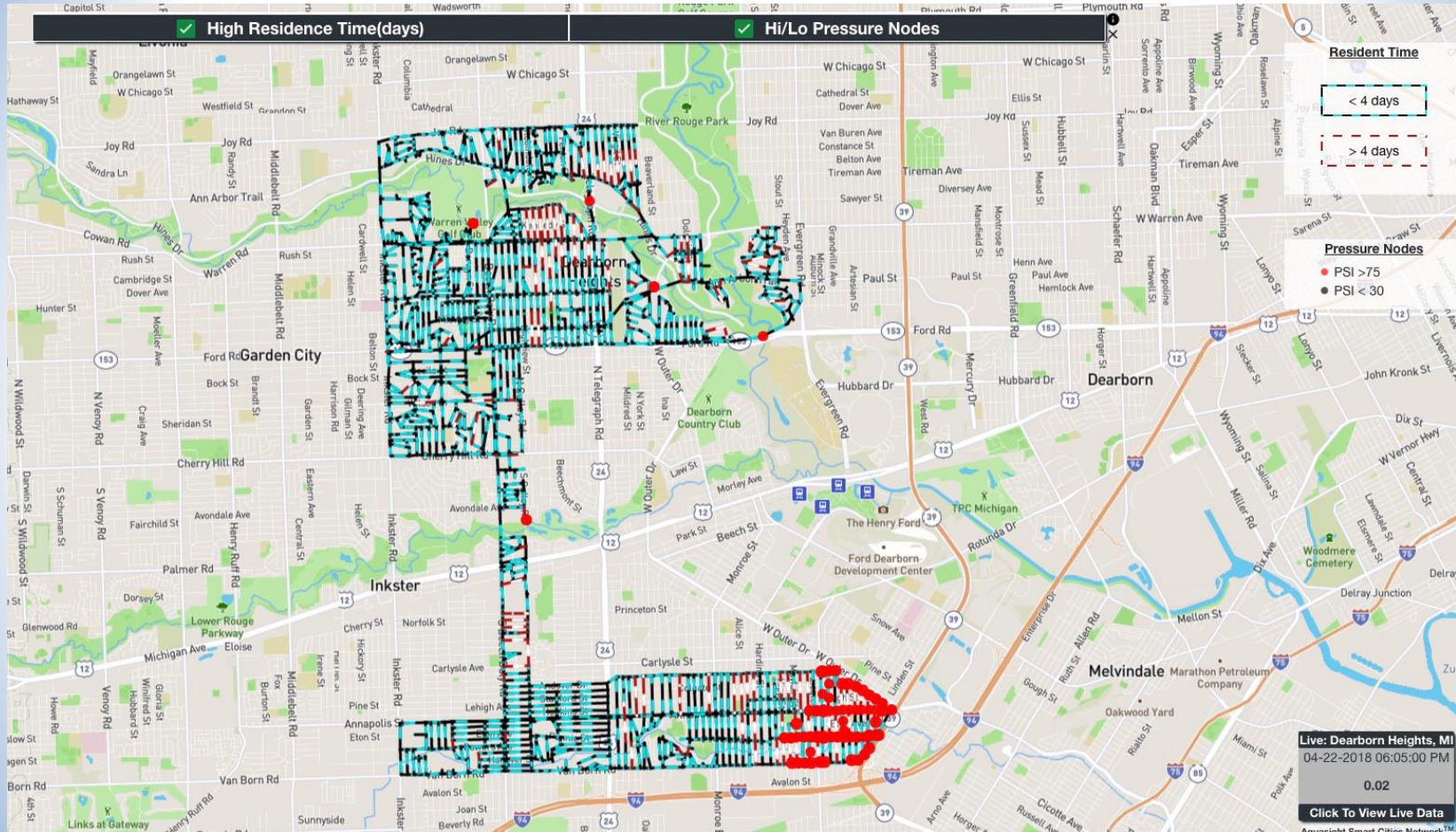


Optional: Overlay Infrastructure Health



Infrastructure Risk = Impact x Likelihood

Optional: Live Hydraulic Model Integration with WAMR



Real-Time Live Water Residence Times Using Existing City's Hydraulic Model

AURA can cater to various sophistication levels

AURA Silver

- GLWA (one-time data integration)
 - ✓ Grab sampling
 - ✓ WAMR (flow & pressure)
- Partnering community
 - ✓ Quality samples if any
 - ✓ Distribution network GIS files

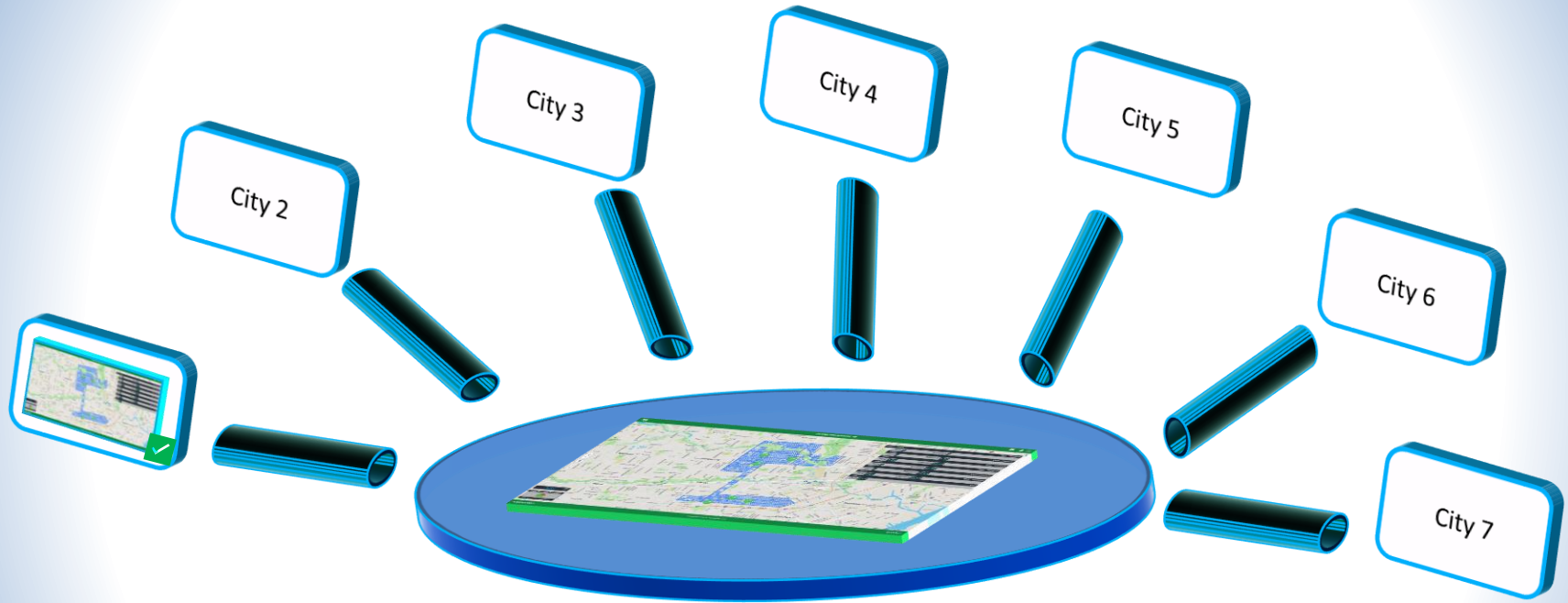
AURA Gold

- GLWA (one-time data integration)
 - ✓ Grab sampling
 - ✓ WAMR (flow & pressure)
- Partnering community
 - ✓ Quality samples if any
 - ✓ Distribution network GIS files

- ✓ Hydraulic model integration
- ✓ Infrastructure Health and main break warning
- ✓ Live sensor integration if any (e.g: tanks, auto flushing, chlorine analyzers etc.)

O
P
T
I
O
N
A
L

Common Platform For GLWA Partner Communities

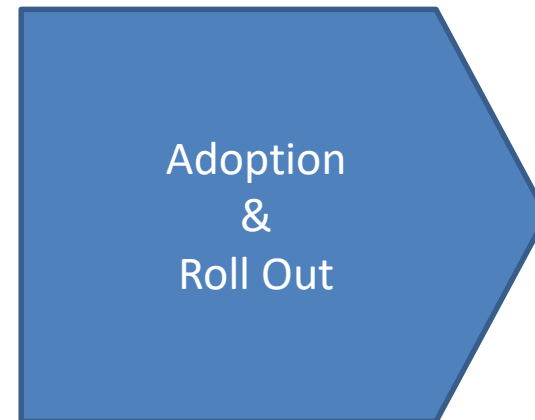
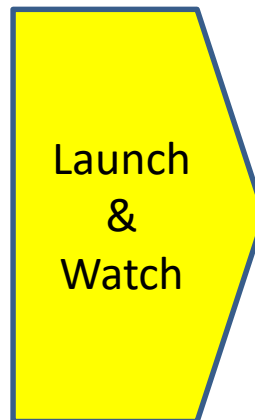


**Common Platform | Each Community has it's Own Space | Shared Services
| Best Practices | Economies of Scale**

On-Boarding Process Made Simple

Total 10 to 30 hours
commitment from
Each Utility

Designed for partnering
community's water
departments daily use with
minimal effort to use



Set up

Train
Beta Launch

Production Launch
Aquasight Virtual Advisor

"Even a non tech person can use this, it is that easy"

Mayor Paletko, Dearborn Heights

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 1, 2018

Benjamin Croy, Water & Sewer Senior Manager
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Participating Addendum to the Aquasight Subscription Agreement

Dear Mr. Croy:

We have received and reviewed the proposed Participating Addendum to the Aquasight Subscription Agreement which is generally, a sublicense agreement for the City to use software that the Great Lakes Water Authority has licensed for the purpose of collecting water quality testing data into a database. The Addendum incorporates GLWA's Subscription Agreement with the Licensor into its terms and applies it to the sub-licensees. Both the Addendum and the Subscription Agreement are generally standard forms of software licensing agreements. The one unusual term that we would like to identify is the term that indicates that the Licensor does not warrant that the software will meet the customer's expectations or that any errors or defects in the software can be remedied. In the event that the software was defective and could not be corrected, it appears the City's remedy would be to cancel the annual license and see reimbursement of the annual fee. Subject to the above, we see no legal impediment to the City entering into the Addendum.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Victor Cardenas, Assistant City Manager
Jeffrey Herczeg, Public Services Director
Thomas R. Schultz, Esquire

**PARTICIPATING ADDENDUM TO THE
AQUASIGHT SUBSCRIPTION AGREEMENT**

Between

Aquasight, LLC

(hereinafter "Aquasight")

and

Novi MI

(hereinafter "Member-Partner")

1. **Scope:** This Participating Addendum fully incorporates by reference the terms and conditions of the Aquasight Subscription Agreement administered by the Great Lakes Water Authority ("GLWA") for use by the GLWA Member-Partner. The Member-Partner agrees to be bound by the terms and conditions of the Aquasight Subscription Agreement and this Participating Addendum.

2. **Purpose of Aquasight Subscription Agreement:** The Aquasight Subscription Agreement provides a tool to GLWA and the participating Member-Partner for automating the process for water quality monitoring and sampling selection.

3. **Term:** Three years beginning 11/1/2018.

4. **Annual License Fee:** On or before October 1st of each year, the Member-Partner shall pay to Aquasight an annual licensing fee of \$7,401 to cover the cost of Aquasight's AURA cloud-based application used to facilitate this process. The annual fee is based on \$0.125/per resident. The number of residents of the Member-Partner's service area will be calculated based on SEMCOG's population estimate as of July 1, 2017.

5. **Third-Party Beneficiaries:** GLWA shall be a third-party beneficiary of the terms and conditions of this Participating Addendum. There shall be no other third-party beneficiaries under this Participating Addendum.

6. **No Modifications to Aquasight Subscription Agreement:** The Member-Partner has reviewed and accepts the terms and conditions of the Aquasight Subscription Agreement without any modifications.

7. **Authority Copy of Participating Addendum:** Aquasight shall submit a fully executed PDF copy of this Participating Addendum to GLWA to the GLWA contact herein.

8. **Authorization to Execute:** Aquasight and the Member-Partner each represent and warrant that this Participating Addendum has been duly authorized and executed by an individual authorized to bind the party to its terms and conditions in accordance with that party's requirements and procedures and constitutes a legal, valid and binding obligation of the party.

9. **Primary Contacts:** The primary points of contact for this Participating

Addendum are as follows:

Aquasight, LLC: Paul McDermott
1650 W. Big Beaver Road, Troy, MI 48084
Phone: (248) 954-2782
E-mail: paul@aquasight.io

Member-Partner: Ben Croy
26300 Lee Be Gole Drive
Phone: (248) 871-2534
E-mail: bcroy@cityofnovi.org

GLWA: Carl Krueger, Manager of Data Analytics
735 Randolph, 18th Floor, Detroit, MI 48226
Phone: (313) 964-9352
E-mail: carl.krueger@glwater.org

IN WITNESS WHEREOF, the Member-Partner, GLWA, and Aquasight have executed this Participating Addendum as of the last date of execution by both parties.

Aquasight, LLC:

By: _____
Mahesh Lunani

Its: CEO

Dated: _____

Enter Member-Partner name: Novi

By: _____
Robert J Grant

Its: Mayor

Dated: _____

Approved by Member-Partner Legislative Body on: ___10-8-2018
(if applicable)

Great Lakes Water Authority:

By: _____
Carl Krueger

Its: Manager of Data Analytics

Dated: _____

Appendix C: Aquasight Subscription Agreement
AQUASIGHT SUBSCRIPTION AGREEMENT

This Aquasight Subscription Agreement (“Agreement”) is a binding legal contract between your employer or other entity on whose behalf you accept the terms of this Agreement (Customer) and Aquasight, LLC (Aquasight). By accessing or using the Software or Services, as defined below, Customer will be bound by the terms of this Agreement. Additionally, by accepting the terms of this Agreement you agree to be bound individually to the use restrictions and limitations, and confidentiality obligations set forth in this Agreement.

A. **DEFINITIONS.** Defined terms, as used in this Agreement, have the meanings set forth in this Section, elsewhere in the body of this Agreement, in exhibits and in any other attachment to this Agreement.

1. “Data” means information, content and other data that may be exchanged electronically between Customer and Aquasight.
2. “Documentation” means the user manuals and/or technical publications as applicable, supplied in connection with Software relating to the installation, use and administration of Software.
3. “Services” means on-boarding, implementation, initial deployment, maintenance, administration, subscription, technical, training, consulting, support and other professional services provided in connection with or otherwise associated with Software as described in an Order Form.
4. “Software” means the proprietary software and platform employed by Aquasight to deliver Services and its associated technology (if applicable), and any modified versions and copies of, and upgrades, updates and additions to Software, provided to Customer by Aquasight, including Software and access thereto provided on a Software as a Service (SaaS) basis.

B. LICENSE GRANT AND PROVIDER RESPONSIBILITIES

1. *Hosting and Software Services.* Aquasight agrees to provide the hosting services described herein and as may be set forth in more detail in the applicable Order Form, including the right of Customer to access, view, download, transmit and use all data transmitted by Customer or Customer’s systems and facilities to Aquasight (“Customer Data”) hosted by Aquasight. Aquasight hereby grants Customer a non-exclusive, non-transferable, worldwide right to use and access the Software solely for Customer’s own internal business purposes, subject to the terms and conditions of this Agreement and provided that all fees due and payable under this Agreement have been paid by Customer to Aquasight. Only employees of Customer properly authorized by Customer for the performance of their job responsibility (“Authorized Users”) for Customer shall be entitled to access and use the Software. Only the number of Authorized Users indicated on the Order Form are permitted to access and use the Software. The Software may be hosted on hardware owned, operated and managed by Aquasight’s third party service providers. Upon Customer’s request, Aquasight shall provide reasonable information to Customer with respect to Aquasight’s third party hosting services provider. Aquasight shall have the right to modify the Software in its sole discretion, provided that Aquasight shall not materially diminish the performance or functionality of the Software without Customer’s prior written consent.

2. *Data Security.* Aquasight will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all Customer Data that (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant Customer Data, (b) comply with all

applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations, and (c) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Customer Data.

C. CUSTOMER RESPONSIBILITIES

1. *Compliance with Laws.* Customer is responsible for all activity occurring under any applicable user accounts and Customer shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with Customer's use of the Services and Software, including those related to data privacy, international communications and the transmission of technical or personal data.

2. *Customer Data.* Customer is solely responsible for the quality of the data transmitted to Aquasight or otherwise processed by the Software. Customer acknowledges that the quality of the results and analytics provided by the Software is a function of the quality of Customer's data, and that inaccurate or erroneous data can lead to inaccurate or erroneous results. Aquasight cannot and does not guarantee the quality of any data provided by Customer. Aquasight retains real-time collected data for a period of one year, and all analyzed data results for the life of the Subscription Term.

3. *Customer Equipment and Connectivity.* Customer is solely responsible for the equipment used by Customer in connection with the Software, including without limitation the calibration of all sensors and equipment data being collected, and Customer's connectivity to the Aquasight system and Software. Aquasight will not be liable or responsible for any delays, inaccuracies or unavailability resulting from a disruption or interruption of connectivity and data communication to the Aquasight system and Software.

4. *Use of the Software and Results.* Customer acknowledges and agrees (a) it will verify and validate with its engineering staff any changes that Customer proposes to make to its systems or facilities based on intelligence from the Aquasight system and Software, and (b) the Aquasight system and Software does not control Customer's systems or facilities, but rather assist Customer with the efficiencies associated with the operation of Customer's system and facilities.

5. *Design Information and Configuration.* Customer acknowledges and agrees that the Aquasight system and Software are configured based on the preliminary design information provided by Customer. In the event of any changes or modifications to the design information relating to Customer's systems or facilities, Customer will promptly notify Aquasight of such changes or modifications. Aquasight will adapt the configuration of the Aquasight system and Software to the new design conditions pursuant to a separate Statement of Work to be mutually agreed to by the parties.

6. *License to Use Customer Data.* Customer grants Aquasight (i) a non-exclusive, non-transferable (except as permitted herein), royalty-free, perpetual and fully paid license to use, reproduce, modify and transmit Data provided by Customer strictly for the purpose of performing the Services, and (ii) a non-exclusive, non-transferable (except as permitted herein), perpetual, royalty-free, fully-paid license to use, reproduce, display, modify, create derivative works of, disclose and distribute any usage data derived by Aquasight from the provision of Services to Customer that does not include any identifiable Customer Data ("Usage Data") for the purpose of performing the Services and providing the Software listed in the applicable Order Form, including improving Software and the Services, provided that the Usage Data is disclosed in an aggregate form.

D. TERM AND TERMINATION

1. *Term.* The initial subscription term of this Agreement shall commence as of the date set forth on the applicable Order Form and shall continue for the Subscription Term set forth in the applicable Order Form (the "Initial Subscription Term").

2. *Termination for Breach.* Either Party may terminate this Agreement with thirty (30) calendar days prior written notice in the event that the other Party has failed to comply with any material term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) calendar days after notice of the default by the non-defaulting Party.

3. *Effect of Termination.* Promptly upon termination or expiration of this Agreement for any reason, Customer shall cease using and accessing the Software. Termination of this Agreement shall be in addition to and not in limitation of any other rights and remedies to which either Party is or may become entitled. In the event of termination or expiration of this Agreement for any reason, Aquasight will provide Customer Data to Customer pursuant to a separate Statement of Work to be mutually agreed to by the parties. Aquasight will retain a copy of Customer Data (real-time data) for a period of one year after termination or expiration of this Agreement. After the expiration of the one year period, Aquasight shall have the right to delete and destroy all Customer Data without notice to Customer.

E. FEES AND CHARGES

1. *Fees.* Customer shall pay all fees or charges in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. The initial fees and charges, and the applicable fees for renewal terms are described in the applicable Order Form. Unless otherwise agreed in writing by the parties, all fees and charges are due and payable forty-five (45) days after receipt of invoice by Customer.

2. *Taxes.* Customer agrees to pay any sales, value-added, or other similar taxes imposed by applicable law that Aquasight must pay based on Software or the Services, except for taxes based on Aquasight's income. Fees listed in the applicable Order Form are exclusive of taxes. Notwithstanding the foregoing, if Customer is exempt from the payment of such taxes, Customer shall provide Aquasight with documentary proof of exemption issued by the appropriate taxing authorities.

F. OWNERSHIP

1. *Aquasight IP.* All right, title and interest in and to Software and all portions thereof, including the look and feel of the Software, visualizations displayed by the Software, and all other intellectual property rights therein, are and shall remain with Aquasight and its suppliers. Customer understands and agrees that all intellectual property rights, and all rights incident thereto, are and shall remain in Aquasight including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration and rights to create derivative works; (ii) patents; (iii) trademarks; and (iv) trade secrets (including all know-how, ideas, logic, formulas and confidential information embodied in or reflected in Software).

2. *Customer IP.* All right, title and interest in and to Data provided by Customer, and all related information provided to and accessed by Aquasight, including all intellectual property rights therein and all rights incident thereto, are and shall remain with Customer.

G. WARRANTY AND LIMITATION OF LIABILITY

1. *Legal Authority.* Each Party represents and warrants to the other Party that: (i) such Party is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation; (ii) such Party has the full and unrestricted power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby; and (iii) the performance of such Party's obligations and duties hereunder does not and shall not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

2. *Customer Data.* Customer represents and warrants that it has the right and authority to provide all Customer Data and software to be hosted by Aquasight hereunder, and that all such Customer Data and software shall be free from viruses, spyware, and other similar harmful and destructive code.

3. *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND THE SERVICES ARE PROVIDED TO CUSTOMER IN THEIR THEN-EXISTING CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS. EXCEPT FOR THE FOREGOING LIMITED WARRANTIES, PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR ANY SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR FREE, OR MEET CUSTOMER'S EXPECTATIONS, THAT ANY STORED DATA WILL BE ACCURATE OR COMPLETE, OR THAT ANY ERRORS OR DEFECTS IN SOFTWARE WILL BE CORRECTED.

4. *Limitation of Liability.* NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST REVENUES OR OPPORTUNITIES, DOWNTIME, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER TO PROVIDER IN THE SIX (6) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THE THIS SECTION, SHALL NOT APPLY TO: (A) DAMAGES RESULTING FROM CUSTOMER'S USE IN VIOLATION OF THE LICENSE AND USAGE RESTRICTIONS SET FORTH HEREIN (E.G., SECTION B(1)), (B) CUSTOMER'S BREACH OF SECTION F (OWNERSHIP), (C) AQUASIGHT'S OBLIGATIONS FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS UNDER SECTION G(5), AND (D) AQUASIGHT'S OR ITS REPRESENTATIVES' ACTS OF NEGLIGENCE OR WILLFUL MISCONDUCT.

5. *Indemnification.* Aquasight shall defend, indemnify and hold harmless Customer and Customer's directors, officers and employees from and against (a) any death or bodily or personal injury or property damage claims, suits, actions, expenses, losses or damages whatsoever (collectively, "Claims"), together with attorneys' fees, to the extent caused by Aquasight's, its employees' or its subcontractors' negligent acts, errors or omissions, or intentional or willful misconduct, and (b) any Claims, together with attorneys' fees, brought by any third party for actual or alleged infringement of any patent, copyright, trade secret or other intellectual property based upon Customer's use of the Software or Services and/or any component thereof under this Agreement.

H. MISCELLANEOUS

1. *Governing Law; Venue; Severability.* This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan without reference to conflicts of law principles. The Parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with this Agreement, shall be in the state or federal courts, as applicable, located in either Wayne County or Oakland County, Michigan. In the event that one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired.

2. *Assignment.* Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Aquasight, which consent shall not be unreasonably withheld. Any assignment or transfer in violation of the foregoing will be null and void. Upon prior written notice to Customer, Aquasight reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Aquasight. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

3. *Force Majeure.* Any delays in or failure of performance of either Party to this Agreement shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failure of performance are caused by a force majeure event, including acts of god, fire, flood, explosion, war, terrorism, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation, breakage or failure of equipment or apparatus, or loss of any necessary utility. The time for performance so delayed will be deemed extended for the period of such delay; provided that, in the event the delay extends beyond 30 calendar days, the other Party shall be entitled to terminate this Agreement for cause.

4. *Waiver.* The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

5. *Entire Agreement.* This Agreement, and each schedule and exhibit hereto, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any schedule or exhibit, the terms and conditions of this Agreement shall prevail.

6. *Survival.* All provisions of this Agreement relating to representations, warranties, confidentiality, data security, privacy, ownership, indemnification, limitations on liability and any other subject that would, by its nature, be deemed to survive termination of this Agreement, whether or not so expressly stated, will survive the termination or non-renewal of this Agreement.

7. *Conflict of Interest.* Aquasight covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Agreement. Aquasight further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by it. Aquasight further covenants that no officer, agent, or employee of Customer and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect, in this Agreement or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise. Aquasight

warrants (a) that it has not employed and will not employ any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Aquasight either directly or indirectly, and (b) that if this warranty is breached, Customer may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Aquasight under this Agreement any portion of any such commission, percentage, brokerage, or contingent fee.

8. *Insurance.* During the term of this Agreement, Aquasight shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
(a) Commercial General Liability (Broad Form Comprehensive)	\$1,000,000 each occurrence \$1,000,000 personal/advertising injury \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate
(b) Cyber Liability/Network Privacy (including 3 rd party coverage)	\$1,000,000 each occurrence \$1,000,000 general aggregate

The commercial general liability policy shall include an endorsement naming the "Great Lakes Water Authority" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Agreement. The commercial general liability policy shall provide/be endorsed to provide that Aquasight's insurance is primary and non-contributory to any insurance already carried by the GLWA. The commercial general liability and automobile liability policies shall be endorsed with a waiver of subrogation on either a blanket basis or in favor of the GLWA.

[remainder of page intentionally left blank]