

ORDER FORM

THIS AGREEMENT (the “**Agreement**”) is entered into on the last date signed (“**Effective Date last date signed when fully executed by both parties**”) by and between KLIR INC., a corporation incorporated pursuant to the laws of Delaware (including all Affiliates, “**Klir**”), and City of Cape Coral., a company having its principal office at 1015 Cultural Park Boulevard, Cape Coral, FL 33990 (“**Subscriber**”).

WHEREAS, the parties have agreed that Klir shall grant Subscriber a subscription to access the Software and shall provide related services, on the terms and conditions set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Software

Sampling and Monitoring For Drinking Water (DW) & WasteWater (WW) - Klir Comply	
Features	Inclusion
Manage and store your SDWA / other DW permit(s) & NPDES and other WW permits in Klir 9 (Maximum 10)	✓
Set up DW & WW monitoring plans to ensure all required samples are accounted for	✓
Transfer lab data from LIMS and/or internal/ external data sources for a centralized view of sample results	✓
View all sample results in a consolidated, filterable, exportable view	✓
Automatically flag exceedances based on custom limits specific to parameters	✓
Send exceedance alerts to relevant stakeholders	✓
View Dashboard for the Safe Drinking Water Act Rule Klir & export as required	✓
DW & WW Monitoring Schedules to track all sampling required	✓
Historical Data	✓
Capture Sampling Results in Field (Mobile)	✓
Customer Success: value check-ins, support, virtual product walkthroughs	✓
Core Features: User & Role Management, Task Manager, Task Templates, Document Management (Store Files Against Records), Reporting & Sampling Dashboards, Audit Trails, Alerts Engine (Rules, Alerts, and Notifications)	✓

2. Subscription Fee

Items	Frequency	Year 1 Costs
Set Up	One-time	\$11,500
Permit Management (Max 10)	Annual	\$15,000
DW & WW Sampling & Monitoring -	Annual	\$ 42,000
Total Cost due upon signing		\$ 68,500

3. Billing & Currency

Subscriber shall be billed annually (in US dollars) for the subscription fees associated with this Agreement. Payment must be remitted by Subscriber within thirty (30) days from the date of issuance of the invoice.

4. Term

The initial term of this Agreement shall commence upon the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). Following the completion of the Initial Term, this Agreement can be renewed upon mutual agreement of the parties for 2 additional one year terms ("Renewal Periods"), collectively known as Renewal Periods 1-2 unless earlier terminated under this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 180 days before the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term"). This agreement may not exceed more than three years from the Effective Date.

5. Standard terms

All capitalized terms used, unless otherwise defined in this initial order, shall have the meaning given to such terms in the standard terms and conditions located at: <https://www.klir.com/terms-conditions>. This order (and each subsequent order) incorporate by reference, and are subject to, the standard terms. In the event of any conflict or ambiguity between the terms and conditions of the standard terms and the terms of any order, the provisions of the standard terms shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement with effect as of the date first written above.

KLIR INC.

City of Cape Coral, FL

Name: Jacquie Dwyer
Title: CRO

Name:
Title: