

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”) is effective as of this ____ day of _____ 2025 (“Effective Date”) and is entered into by and between The City of Broken Arrow (“Company”), and eLynx Technologies, LLC (“eLynx”). Company requests the monitoring services to be provided by eLynx on their Assets located in the State of Oklahoma. An “Asset” most commonly correlates to a well, a pad, a tank battery, a compressor station, a pipeline sales meter, an injection meter, a buyback meter, or a master meter.

Company is committing to an initial order for services outlined in Attachment A referred to as “Service Order”. Company understands that new services may be requested by Company or via eLynx Support notification and does not require an additional Service Agreement or Service Order. New services and additional quantities for existing services may be added at any time under this Agreement and will be subject to all the fees stated above. New services and additional quantities shall be bound to the Agreement in accordance with Section 3 of this Agreement.

If Company is purchasing communication services from eLynx, Company is responsible for all satellite or cellular overages as well as text overages which will be billed in accordance with Section 3 of this Agreement. eLynx will allow up to 200 texts per asset per month, at no charge, pooled across all your assets. Company will be billed \$.01 per text message per month for any overages.

TERM: “Term” means the Initial Term or Renewal Term of this Agreement. In accordance with Section 9 of this Agreement, the Initial Term of this Agreement shall be sixty (60) months and the Renewal Term(s) shall be for twelve (12) months. Notice Period required to Terminate this Agreement shall be at least ninety (90) days prior to the expiration of the then-current Term of this Agreement.

1. SERVICES.

- 1.1. Access Services. “Access Services” means Company’s non-exclusive access to the eLynx Application through the internet to assist Company in monitoring and/or analyzing the operations and functions of its assets. Once Company has installed equipment at Company’s sites and is otherwise ready to receive Access Services, subject to this Agreement, eLynx will provide the Access Services to Company.
- 1.2. Additional Services. eLynx shall render and perform such other services as the Parties may mutually agree to in writing at eLynx’s then-current time and material rates, and Company shall pay the applicable fees.

2. COMPANY OBLIGATIONS.

- 2.1. Company Cooperation. Company shall provide eLynx any information, access to facilities and equipment, and other cooperation as may be contemplated by this Agreement, and such additional information, access, and cooperation as may be reasonably requested by eLynx, all without charge to eLynx.
- 2.2. Passwords and Security. Company agrees to hold passwords used to access the eLynx Application in strict confidence and will notify eLynx immediately if passwords are lost or stolen. Company acknowledges that failure to secure its equipment can introduce security risks to Company and to eLynx. Company shall, at its cost, preserve and maintain the performance, security and integrity of all equipment and upgrade equipment as needed to meet evolving networking and communications standards.
- 2.3. Compliance with Applicable Laws. Company represents, covenants, and warrants that Company will use the Access Services and eLynx Application only in compliance with all applicable laws and regulations.

3. FEES.

- 3.1 Subscription Services. Subscription Services means the polling/hosting monitoring services, web hosting monitoring services and alarming monitoring services purchased by Company, as identified on the Service Agreement. eLynx will invoice Company per Company’s preference of monthly, annually, or the full term of the agreement, in advance, for the Subscription Services, and Company shall pay eLynx the fees for the Subscription Services in accordance with Section 3.5. Company may not reduce the quantity of Subscription Services that it

purchases hereunder at any time during the Initial Term or any Renewal Term. Once Company begins purchasing a Subscription Service, Company is obligated to pay for such Subscription Service for the remainder of the Term, even if eLynx suspends performance of the Subscription Service at the request of Company.

3.2 Optional Add-On Services. "Optional Add-On Services" means the communication options and the optional services purchased by Company as identified on the Service Agreement, which are provided to assist Company in monitoring and/or analyzing the operations and functions of its assets. Fees for Optional Add-On Services are charged based on actual usage by Company, and the quantity of Optional Add-On Services utilized by Company is tracked via the eLynx Application. Company shall pay eLynx, each month, the fees for the Optional Add-On Services at the rates set forth on the Service Agreement based on usage as measured by the eLynx Application.

3.3 Market Adjustment eLynx strives to bring you the best products and services possible, therefore we reserve the right to periodically review our fees and update them in response to the rising costs of resources and other expenses that impact our services. eLynx may increase Subscription Services with sixty (60) days' notice after Initial Term.

3.5 Invoices and Payments. Company shall pay all fees, charges and expenses listed in an invoice within 30 calendar days of the date of invoice. Company agrees to pay all invoices by ACH or wire transfer pursuant to instructions on the invoice. If Company believes that eLynx has invoiced Company incorrectly, Company must contact eLynx no later than 60 days after the date on the first invoice in which the error or problem appeared, in order to receive an adjustment or credit; otherwise, Company is deemed to have waived the claim. *eLynx provides an automated standardized billing process. Any requests for specialized billing (i.e. uploading to a third party platform such as OpenInvoice, custom invoice breakouts, or cost coding) may result in an additional fee.*

3.6 Taxes. The fees and charges listed in this Agreement do not include Taxes. "Taxes" means all taxes, levies, or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof, including, but not limited to, state or local sales and use tax however designated, VAT, GST, and other similar taxes, regardless of the party upon whom the incidence of the Taxes are imposed.

4. PROPRIETARY RIGHTS.

4.1. Company acknowledges that, as between the Parties, eLynx and/or its licensors own all right, title and interest, including all related intellectual property rights, in and to the Access Services and eLynx Application, including all components thereof and any associated documentation.

5. CONFIDENTIALITY.

5.1. Definition. "Confidential Information" means the information of a Party ("Disclosing Party") that is disclosed to the other Party ("Receiving Party") under this Agreement that the Receiving Party knows or reasonably should know is confidential to the Disclosing Party. Confidential Information shall include any and all information that is not otherwise publicly available.

6. WARRANTY DISCLAIMERS.

6.1. DISCLAIMER. ALL SERVICES PROVIDED BY ELYNX, INCLUDING THE ACCESS SERVICES AND ELYNX APPLICATION AND ONE TIME SERVICES, ARE PROVIDED ON AN AS-IS BASIS. COMPANY'S USE OF ELYNX'S SERVICES, INCLUDING ACCESS SERVICES AND ELYNX APPLICATION AND ONE TIME SERVICES, IS AT ITS OWN RISK. ELYNX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY SOFTWARE PROVIDED THROUGH THE SERVICES IS LICENSED AND NOT SOLD.

7. Intentionally left blank.

8. TERM.

- 8.1. Initial Term and Renewal Terms. This Agreement shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this Agreement, shall continue for the initial term set forth on the Service Agreement (“**Initial Term**”). After the Initial Term, this Agreement will automatically renew for additional periods equal to the renewal term set forth on the Service Agreement (“**Renewal Terms**”), unless either Party gives the other Party written notice of its intent not to renew at least the number of days described in the Notice Period, as set forth on the Service Agreement, prior to the end of the Initial Term or then current Renewal Term.
- 8.2. Early Termination. Early Termination of this Agreement, meaning prior to the end of the current term, either Initial Term or Renewal Term, does not relieve Company of contractual obligation. Company understands and agrees to pay eLynx for any remaining term left on this Agreement.
- 8.3. Termination for Cause. A Party may terminate this Agreement upon written notice to the other Party in the event the other Party (a) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business; or (b) commits a material breach of this Agreement and does not remedy such breach within thirty (30) days (except that the cure period for non-payment is ten (10) days) after receipt of written notice from the other Party.
- 8.4. Effect of Termination. Upon the termination or expiration of this Agreement, all Company rights to use the Application and Access Services shall terminate, and Company shall promptly discontinue all uses of such. Upon any termination of this Agreement, Company shall immediately pay all unpaid fees covering the remainder of the then-current Term for One Time Services and for Subscription Services.

9. **GENERAL.**

- 9.1. Force Majeure. Except for payment obligations, neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such Party.
- 9.2. Governing Law. This Agreement, and all the rights and duties of the Parties arising out of, in connection with, or relating in any way to the subject matter of the Agreement or the transactions contemplated by it, shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma (excluding its conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding hereunder shall be brought exclusively in Tulsa County, Oklahoma, and each of the Parties consents to the personal jurisdiction of the courts, state and federal, located therein. Each Party agrees to waive any objection that the state or federal courts of Tulsa County, Oklahoma, are an inconvenient forum.
- 9.3. Severability. In the event any portion of the Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, that portion or application of the Agreement will be null and void, and the remainder of the Agreement will continue to be valid and enforceable to the extent permitted by applicable law.
- 9.4. Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given upon the date sent by confirmed email or three (3) days following the date such notice was mailed by first class mail. As of the Effective Date of the Agreement the notice address for each Party is specified on the Service Agreement. To expedite order processing, Company agrees that eLynx may treat documents emailed by Company to eLynx as original documents; nevertheless, either Party may require the other to exchange original signed documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Broken Arrow Municipal Authority, a Public Trust:

eLynx Technologies, LLC

By: _____
Micheal L. Spurgeon
General Manager

By:  _____
Samantha McPheter

Date: _____

Title: President and CEO

Attest:

Secretary [Seal]

Date: May 28, 2025

Attest:
By:  _____

Date: _____

Title: Business Operations Manager

Approved as to form:

Assistant City Attorney

Date: May 28, 2025

Attachment A
Service Order



Bid Proposal for OK-Broken Arrow-eLynx Monitoring and Equipment

CUSTOMER	All Bidders	Job OK-Broken Arrow-eLynx Monitoring and Equipment Broken Arrow, OK Bid Date: 05/01/2025 02:00 pm Bid #: 4205509
	CONTACT	Core & Main 8401 SW 15th St Oklahoma City, OK 73128 (T) 4054950699
NOTES	Sales Representative Shad W. Byrne, PE (M) 405-650-8584 (T) 405-495-0699 (F) 405-495-2016 Shad.Byrne@coreandmain.com	



Bid Proposal for OK-Broken Arrow-eLynx Monitoring and Equipment

All Bidders
 Job Location: Broken Arrow, OK
 Bid Date: 05/01/2025 02:00 pm
 Core & Main Bid #: 4205509

Core & Main
 8401 SW 15th St
 Oklahoma City, OK 73128
 Phone: 4054950699
 Fax: 4054952016

Seq#	Qty	Description	Units	Price	Ext Price
30		ELYNX EQUIPMENT AND MONITORING			
50		10 SINGLE INPUT UNITS			
60	10	ELYNX QUICK SCADA KIT SINGLE-INPUT 5 YEARS OF SAAS	EA	4,375.00	43,750.00
70	1	LABOR - HELP INSTALL 1 SINGLE	LS	250.00	250.00
				SUBTOTAL	44,000.00
90		2 MULTI-INPUT UNITS			
100	2	ELYNX QUICK SCADA KIT MULTI-INPUT KIT 5 YEARS OF SAAS	EA	6,250.00	12,500.00
110	1	LABOR - HELP INSTALL 1 MULTI	LS	250.00	250.00
				SUBTOTAL	12,750.00
130		MATERIALS HANDLING			
140	1	MATERIALS HANDLING	LS	1,125.00	1,125.00
				SUBTOTAL	1,125.00
160		SETUP AND TRAINING FEES			
170	1	SETUP 10 SINGLE UNITS / TRAIN	LS	500.00	500.00
180	1	SETUP 2 MULTI UNITS / TRAIN	LS	100.00	100.00
				SUBTOTAL	600.00
				Sub Total	58,475.00
				Tax	0.00
				Total	58,475.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

City of Broken Arrow (OK)

Single Input Kits – Continuous Pressure Monitoring

Multi-Input Kits – Continuous Flow Meter Monitoring & Pressure Monitoring

Submitted April 4, 2025.

(Quote is valid for 30 days)

Project Summary:

City of Broken Arrow is interested in the eLynx Single Input Kits to be deployed throughout distribution to continuously monitor line pressures. City of Broken Arrow is also interested in deploying multi-input kits at 2 BPS sites to monitor flow rates and up to two pressures. Customer can create alarm setpoints on any data point coming in from the kits back into the eLynx platform and distribute alarm notifications to all users.

Project Details for BPS Sites: Multi-Input Kits

Based on the type of flow meter located at the Battle Creek BPS & Greenbriar BPS, eLynx will need to know if the meters have a True 4-20 output or not. If they do, eLynx can convert that 4-20 output to a 0-10 voltage analog reading that the multi-input kit can read and provide a more accurate GPM/GPH flow rate. If the meters do not have the True 4-20 output, the kit will only take a pulse out reading off the meter. eLynx would need the current k-factor set inside the meter to calculate the pulse count and convert into a flow rate. These kits come with 2, 0-300 PSI pressure transducers to monitor 2 pressures at each site and will require a ¼" NPT female connection.

Project Details for Monitoring Distribution: Single Input Kits

These kits can be deployed anywhere in the customer's distribution system where they want to continuously monitor line pressures. The kit comes with 1, 0-300 PSI pressure transducer and will require a ¼" NPT female connection. Kit does not require any specific pipe size or minimum pressure to accurately monitor line pressure.

eLynx Single Input Kit Service Includes

15-Minute Pressure Readings • Mobile & Desktop Access to Data & Alarms • Unlimited Users • Alarm Notifications via Email, Text* or Voice* • Map View • Graphing • Field Notes

eLynx Multi-Input Kit Service Includes

15-Minute Pressure Readings • Mobile & Desktop Access to Data & Alarms • Unlimited Users • Alarm Notifications via Email, Text* or Voice* • Map View • Graphing • Field Notes

*Up to 200 texts per kit per month, at no charge, pooled across all your kits. (2,400 per month with 12 kits)
eLynx will charge \$.01 per text message per month for any overages. Voice callout is available at an additional charge.

➤ **Cost Estimate for 10 Single Input kits**

1. Required Field Hardware & Labor *(see attached hardware estimate for details)*

- 10 eLynx Single Input kits w/ 5-year software license.
- Customer will provide a 1/4" NPT female connection at each location for pressure transmitter and a 2" pipe to mount enclosure and solar panel.

Total Hardware & Labor cost for eLynx to install 1 kit* = \$44,000

**(does not include applicable taxes, or shipping fees)*

2. Set up Customer eLynx Site & Train Users

- eLynx will set up customer website, users, monitoring points, map of points, alarms, alarm notifications, and graphs. eLynx will provide user training remotely via Microsoft Teams. If your team prefers in-person training, that can be arranged but it does incur an additional charge.

Setup 10 Devices & Training Fees = \$500.00

➤ **Cost Estimate for 2 Multi-Input kits**

3. Required Field Hardware & Labor *(see attached hardware estimate for details)*

- 2 eLynx Multi-Input kits w/ 5-year software license.
- Customer will provide a 1/4" NPT female connection at each location for pressure transmitter and a 2" pipe to mount enclosure and solar panel.

Total Hardware & Labor cost for eLynx to install 1 kit* = \$12,750

**(does not include applicable taxes, or shipping fees)*

4. Set up Customer eLynx Site & Train Users

- eLynx will set up customer website, users, monitoring points, map of points, alarms, alarm notifications, and graphs. eLynx will provide user training remotely via Microsoft Teams. If your team prefers in-person training, that can be arranged but it does incur an additional charge.

Setup 2 Devices & Training Fees = \$100.00

➤ **Materials Handling Estimate - \$1,125.00**

Estimated Project Total - \$58,475.00

Note – Additional kits can be added at any time. Any additional kits purchased with 5-year software licenses will be pro-rated per kit based on the remaining term of service agreement that was signed with the initial hardware order. This will allow the end term date to be consistent across all kits.

Next Steps - If this proposal is acceptable to you, please sign below. eLynx will provide a service agreement for your review and signature.

Customer Name

Customer Title

Customer Signature