

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is effective as of this _____ day of _____ 2022 (“**Effective Date**”) and is entered into by and between **City of Corpus Christi (“Company”)** and eLynx Technologies, LLC (“**eLynx**”). Company and eLynx are referred to collectively as the “**Parties**” and individually as a “**Party.**” In consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company agrees to purchase, and eLynx agrees to provide to Company, certain services pursuant to the terms and conditions of this Agreement, including without limitation, the Terms and Conditions attached hereto (“**Terms and Conditions**”). As used herein, “**Agreement**” means this fully executed **SERVICE AGREEMENT** (referred to hereinafter as “Service Agreement”), the attachments hereto (including the Terms and Conditions), and all other documents referenced herein and therein.

BASIC SERVICE *pricing to be kept confidential per Section 6.1

Base Services / Basic Tier Pricing	Qty	\$ Per Asset	Monthly Total
SCADA per asset	35	\$40.00	\$1,400.00
Total Monthly Base Services			\$1,400.00

Note: up to 1-minute data granularity will be included at no additional cost on all assets up to with up to five data values.

One Time Services \$1,800.00 (One-time setup website fee)
Additional One Time Services will be billed at the Hourly Support Rate of \$150.0 per hour during normal business hours Monday through Friday from 8 am to 5 pm. After hours and weekend requests will be billed at \$350.00 per hour.

Notes: New services and additional quantities for existing services may be added at any time under the Terms and Conditions of 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 4 of the Terms and Conditions. Optional Add on Services (including setup or transition fees) as well as Communications Services will be handled in accordance with Section 4 of the Terms and Conditions. Company is responsible for any and all satellite or cellular overages as well as text overages which will be billed in accordance with Section 4 of the Terms and Conditions. Alarming Service includes 12KB of Satellite Communications data and Company is responsible for any satellite data overages at a rate of \$0.95 per KB. eLynx will allow up to 200 texts per asset per month, at no charge, pooled across all your assets. In the event you exceed the text messages allowed, eLynx will begin charging \$.01 per text message per month for any overages.

Please refer to Attachment A for pricing related to hardware, training fees, preventative maintenance, emergency service calls, miscellaneous allowance, freight allowance, materials/parts – service not included in the pricing outlined above.

In accordance with Section 10 of the Terms and Conditions, the Initial Term of this Agreement shall be thirty-six (36) months and the Renewal Term(s) shall be for twelve (12) months with the Monthly Base Services fees being subject to further negotiation between both Parties. 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.

Territory covered by this agreement is Texas and the primary field office using eLynx Services is located at:

Address: Corpus Christi Gas Department, 4225 S. Port Ave, City/State/Zip Code: Corpus Christi, TX 78415

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BY ITS SIGNATURE BELOW, COMPANY CERTIFIES THAT COMPANY HAS READ AND AGREES TO AND INTENDS TO BE BOUND BY THE PROVISIONS SET FORTH IN THIS AGREEMENT AND THE PROVISIONS IN TERMS AND CONDITIONS ATTACHED HERETO. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly

merged into and superseded by this Agreement. For the avoidance of doubt, the provision of services by eLynx to Company to assist Company in monitoring the operations and functions of its facilities outside the Territory is not within the scope of the subject matter hereof, and agreements between eLynx and Company relating to facilities outside the Territory are not merged into or superseded by this Agreement.

Company: City of Corpus Christi

By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
e-mail: _____

eLynx Technologies, LLC

DocuSigned by:
Samantha McPheter
By: _____
340FFA3B24274FC...
Name: Samantha McPheter
Title: President and CEO
Address: 6120 S. Yale, Suite 1210
Tulsa, OK 74136
Telephone: 918-496-8500
e-mail: sam@elynxtech.com

8/19/2022

Approved as to form:

Assistant City Attorney Date

TERMS AND CONDITIONS

1. **DEFINITIONS.** In addition to any other terms defined in the Agreement, the following terms will have the following meanings:
 - 1.1. **“Access Services”** means Company’s non-exclusive access to the Application through the internet to assist Company in monitoring and/or analyzing the operations and functions of its facilities within the Territory from Company’s remote site located within the U.S. via a host service connection (i.e., internet, dial-up or other network connection). Access Services include Monthly Subscription Services and Optional Add-On Services.
 - 1.2. **“Affiliate”** means, (with respect to either Party) any individual, partnership, joint venture, firm, corporation, association, trust, or other entity directly or indirectly controlling, controlled by, or under common control with such Party.
 - 1.3. **“Application”** means the software application owned or licensed by eLynx that is used to monitor and analyze the operations and functions of Company’s facilities.
 - 1.4. **“Asset”** means the billable point that is tied to the Monthly Subscription Services. Most commonly this 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.
 - 1.5. **“eLynx Administrator”** is any user with the “Admin” role assigned to them in the security permissions portion of the eLynx application. This user is provided full access to view and change anything in the system.
 - 1.6. **“Equipment”** means the communications hardware, including modems and gateways, installed at Company’s sites that are reasonably required for eLynx to access the data necessary for the provision of the Access Services and Application.
 - 1.7. **“Monthly 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, which are provided to assist Company in monitoring and/or analyzing the operations and functions of its facilities within the Territory.
 - 1.8. **“One Time Services”** means the Website setup Fee and Application Training and Other One Time Services purchased by Company as identified on the Service Agreement.
 - 1.9. **“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 facilities within the Territory.
 - 1.10. **“Territory”** means the geographic region specified on the Service Agreement.
 - 1.11. **“Term”** means the Initial Term or current Renewal Term of this Agreement.
2. **SERVICES.**
 - 2.1. **Access Services** Once Company has installed Equipment at Company’s sites and is otherwise ready to receive Access Services, subject to the Terms and Conditions of this Agreement, eLynx will provide the Access Services to Company. In addition to a browser interface for Access Services, eLynx also provides a mobile application that allows Company to receive the Access Services via supported assets. Access to the mobile application is subject to the user agreeing to eLynx’s online, click-through terms governing the use of the mobile application.
 - 2.2. **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.
 - 2.3. **Equipment.** This Agreement governs the provision of services by eLynx to Company.
3. **COMPANY OBLIGATIONS.**
 - 3.1. **Internal Use.** Company understands that eLynx is providing the Access Services and One Time Services to Company for Company’s benefit. Neither Company nor any of Company’s officers, employees, directors or agents may make the Access Services, Application or One Time Services available to any third party or use the Access Services, Application or One Time Services to support the operations of companies other than Company, unless eLynx, in its sole and absolute discretion, gives its prior written consent to such usage.

- 3.2. 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.
 - 3.3. Assets not updating. During the term of this Agreement if one or more of Company's Asset(s) are no longer updating with current data, eLynx will notify Company's eLynx Administrators via email up to three times. Company understands it is Company's responsibility to provide direction to eLynx to 1) troubleshoot the issue; or 2) transfer service to new asset; or 3) terminate Monthly Subscription Service on the Asset(s) per the terms of the agreement. Company agrees to maintain updated contact information on all eLynx Administrators.
 - 3.4. Passwords and Security. Company agrees to treat as eLynx's Confidential Information, and not provide or otherwise make available, the whole or any portion of eLynx's network procedures, passwords, or access methods to any person other than its employees with a need to know, without eLynx's prior written consent. Company agrees that its access to eLynx's network will be limited in scope to that reasonably required to use the Access Services or the Application under the Agreement, and Company agrees not to exceed the scope of Company's authorized access and not to disassemble, decompile, or otherwise reverse engineer the Access Services or the Application and not to otherwise attempt to learn the source code, structure, know-how, algorithms or ideas underlying the Access Services or the Application. If Company exceeds the scope of its authorization, it will promptly notify eLynx. Company agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees who use the Access Services or the Application and to notify them of Company's and such employees' individual obligations under the Agreement. Company agrees to abide by eLynx's security procedures. 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. Company may only use Equipment that continue to receive security updates from the manufacturer and are approved by eLynx. Company shall promptly install all security updates from the Equipment manufacturer, and Company shall cease using any Equipment that has reached its end of life as specified by the Equipment manufacturer. eLynx may (but has no obligation to) notify Company of Equipment security vulnerabilities known to eLynx. In that case, Company shall, at its own expense, correct such security vulnerabilities (including by upgrading or replacing the Equipment if necessary).
 - 3.5. Information Technology System Integrity. Company shall implement and maintain industry standard methods designed to ensure the integrity of its information technology system, including desktops and electronic mail (collectively "IT System") and defend against malware/trojan/virus infection. Company shall maintain a program of anti-malware/anti-virus updates to keep Company's IT System free of infection. Company shall at regular intervals execute IT System scans and/or take other commercially reasonable efforts to ensure the integrity of Company's IT System and minimize the likelihood of vulnerability and infection. Company shall also use commercially reasonable efforts to ensure that it (and its Subcontractors) does not directly or indirectly introduce any computer viruses, worms, software bombs or other similar items in any email, deliverables or services transmitted to eLynx. Company shall defend, indemnify and hold harmless eLynx and its Affiliates and employees from and against any and all claims or liabilities of any type or nature arising from or out of Company's failure to comply with this provision. Company shall also indemnify and hold harmless eLynx from and against any and all costs and expenses, including reasonable attorney's fees, incurred by eLynx in mediating, arbitrating, litigating or otherwise resisting said claims or liabilities. In the event that eLynx is expressly adjudged to be partially at fault for any claim or liability arising hereunder, Company shall nevertheless indemnify eLynx from and against the percentage of fault attributable to the Company which arise out of its failure to comply with this provision.
 - 3.6. Restrictions. Company may not (i) copy, modify, translate, or create derivative works based on the Access Services or the Application, (ii) use the Access Services or the Application for timesharing or service bureau purposes or otherwise for the benefit of a third party, or (iii) remove any proprietary notices or labels from the Access Services or the Application.
 - 3.7. Compliance with Applicable Laws. Company represents, covenants, and warrants that Company will use the Access Services and Application only in compliance with all applicable laws and regulations.
4. **FEES.**
- 4.1. One Time Services. Immediately upon execution of the Agreement, eLynx will invoice Company for the One Time Services selected by Company on the Service Agreement, and Company shall pay eLynx the fees for the One Time Services in accordance with Section 4.4. From time to time during the Term, the Parties may mutually agree that Company will purchase from eLynx, and eLynx will sell to Company, additional One Time Services, in which case, eLynx may invoice Company in advance, and Company shall pay eLynx in accordance with Section 4.4.

- 4.2. Monthly Subscription Services. eLynx will invoice Company, monthly, in advance, for the Monthly Subscription Services, and Company shall pay eLynx the fees for the Monthly Subscription Services in accordance with Section 4.4. The initial monthly fees for the Monthly Subscription Services are set forth on the Service Agreement. From time to time during the Term, the Parties may mutually agree to increase the quantity of Monthly Subscription Services or add additional Monthly Subscription Services sold by eLynx to Company hereunder. If the Parties reach such agreement, it will be memorialized through the Monthly Invoice and during the remainder of the Term, eLynx shall perform such increased quantities or additional Monthly Subscription Services, and Company shall pay eLynx, each month in advance, the fees for such increased quantities or additional Monthly Subscription Services. The initial per-unit fees for the Monthly Subscription Services are set forth on the Service Agreement. Company may not reduce the quantity of Monthly Subscription Services that it purchases hereunder at any time except for the following circumstances: 1) Company plugs and abandons a well which utilizes Monthly Subscription Services. Such a plugged and abandoned well site location shall be removed from Company's subsequent invoices, commencing with the first full invoicing period following Company's submission of satisfactory evidence, including an abandoned disconnect ticket, or documentation from the governing regulatory agency, that the well site has been plugged and abandoned; or 2) Company changes lift types due to an operational decision and well life cycle; provided, however, Company continues to utilize eLynx's Monthly Subscription Services for the well which changed lift types. The change will be reflected in Company's subsequent invoices, commencing with the first full invoicing period following Company's notice of the change in lift type. Once Company begins purchasing a Monthly Subscription Service, Company is obligated to pay for such Monthly Subscription Service each month for the remainder of the Term, even if eLynx suspends performance of the Monthly Subscription Service at the request of Company.
- 4.3. Optional Add-On Services. 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 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 Application. The initial, anticipated levels of usage of Optional Add-On Services are set forth on the Service Agreement. If Company purchases Communication Airtime from eLynx, Company acknowledges that, due to changes in technology, the airtime requirements and use may change during the Term of this Agreement, and as such agrees that the amounts of airtime contemplated on the Service Agreement may be subject to change during the Term of the Agreement and that Company is obligated to pay for any monthly data used over the amounts contemplated on the Service Agreement.
- 4.4. 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. Inquiries should be directed to eLynx's customer support department. If eLynx has not received payment within five (5) days after the due date, in addition to any other legal remedies available to eLynx, interest shall accrue on past due amounts at the rate of 1.5% per month (or the highest rate permitted by law, whichever is less), commencing with the due date and continuing until fully paid, and in addition, eLynx may suspend all Access Services and the Application until such amounts are paid in full. In addition, eLynx may suspend all Access Services, the Application and One Time Services if Company or one of Company's Affiliates enters into another agreement with eLynx for eLynx's services, and eLynx has not received one or more payments due under such other agreement within five (5) days after the due date. Furthermore, in the event of any action by eLynx to collect any amount not paid when due, Company shall pay or reimburse eLynx the costs of collection (including, without limitation, any attorney fees and court costs if so awarded by judgement of a court). Except as otherwise expressly set forth herein, all payments are non-refundable, and all fees are non-cancellable.
- 4.5. 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, except such Taxes based on eLynx's net income. Company shall be responsible for the payment of all Taxes in connection with the services and deliverables provided under the Agreement and payments to be made under the Agreement and shall promptly pay Taxes invoiced by eLynx.
5. **PROPRIETARY RIGHTS.** 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 Application, including all components thereof and any associated documentation. The Parties agree that, except as stated herein, the Agreement does not grant Company any right or license to the intellectual proprietary rights. eLynx hereby grants Company a revocable, limited right and license to use the Access Services during the Term of the Agreement. Any rights not expressly granted to Company under the Agreement are reserved by eLynx. All reports, documentation, software, source codes, structure, algorithms or ideas underlying such produced by eLynx for Company pursuant to, and as described are hereinafter referred to as "Materials." Except with respect to Materials originating from parties other than eLynx, eLynx

hereby grants Company a limited, non-transferable and non-exclusive license to use, execute and perform the Materials in the location or locations of Company and only for the purposes set forth in this Agreement. Company shall employ all copyright and other notices requested by eLynx. Company shall not copy the Materials other than one copy for back-up purposes. No other rights or licenses (including without limitation, no patent or trademark licenses) are granted by eLynx to Company pursuant to this Agreement and all other rights are expressly reserved by eLynx.

6. **CONFIDENTIALITY.**

- 6.1. **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. Confidential Information may also include (a) financial, technical and non-technical information related to a Party’s business and current, future and proposed products and services of each of the Parties, including for example and without limitation, each Party’s respective information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) information a Party has received from a third party that may be disclosed and which that Party has an obligation to the third party to treat as confidential or proprietary. Confidential Information may be disclosed in written, visual, oral or other form. Confidential Information also includes all summaries or abstracts of Confidential Information. The terms of this Agreement, including the services provided and pricing terms, is the Confidential Information of eLynx.
- 6.2. **Obligations.** Each Party acknowledges that in the course of performing this Agreement, it may obtain the Confidential Information of the other Party. The Receiving Party shall, at all times both during the Term of this Agreement and thereafter, keep in confidence and trust all of the Disclosing Party’s Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party except as reasonably required to perform this Agreement or as otherwise permitted herein. The Receiving Party shall take reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party’s Confidential Information and to prevent it from becoming publicly available or falling into the possession of unauthorized persons, but in no event will the Receiving Party use less care than it would in connection with its own Confidential Information of like kind. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into confidentiality agreements or are bound by professional responsibility obligations which protect the Confidential Information of the Disclosing Party sufficient to enable the Receiving Party to comply with its obligations of confidentiality under this Agreement. Company agrees that eLynx’s confidentiality obligations under this Agreement are subject to eLynx’s rights under Section 6.5 (Data).
- 6.3. **Exceptions.** The confidentiality obligations set forth herein do not apply to information which is: (a) now or hereafter, through no unauthorized act or failure to act on the Receiving Party’s part, in the public domain or publicly available; (b) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party; (c) hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (d) furnished to others by the Disclosing Party without restriction on disclosure; or (e) independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any law, subpoena, court order or governmental investigative or judicial agency pursuant to proceedings over which that agency has jurisdiction, on condition that, prior to the disclosure, the Receiving Party (i) asserts the confidential nature of the Confidential Information; (ii) promptly notifies the Disclosing Party in writing of the requirement, order or request to disclose; and (iii) cooperates fully with the Disclosing Party in protecting against any the disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
- 6.4. **Other Permitted Disclosures.** Notwithstanding the foregoing confidentiality obligations, a Party may provide a copy of this Agreement to the following persons and/or entities who are under obligations of confidentiality substantially similar to those set forth in this Agreement: potential acquirers, merger partners, lenders and investors and to their employees, agents, attorneys, investment bankers, lenders, financial advisors and auditors in connection with the due diligence review of such Party. A Party may also provide a copy of this Agreement to the Party’s outside accounting firm and legal advisors and in connection with any litigation or proceeding relating to this Agreement.
- 6.5. **Data.** Notwithstanding anything to the contrary herein, eLynx shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Application and the Access Services

and related systems and technologies (including, without limitation, information concerning data provided by Company to eLynx to enable the provision of the Access Services and Application and data derived therefrom), and eLynx will be free (during and after the Term) to (i) use such information and data to improve and enhance the Access Services and Application and for other development, diagnostic and corrective purposes in connection with the Access Services and Application and other eLynx offerings, and (ii) disclose such data in aggregate or other de-identified form in connection with its business. Further, during the Term of the Agreement, Company will have access to its data, collected by eLynx pursuant to this provision, within the Application. In the event Company requests access to its data be provided in a format outside of the Application, Company agrees to pay eLynx its standard technical support hourly rates for the time necessary to respond to Company's request.

6.5.1 TX PIA CLAUSE: THE PARTIES ACKNOWLEDGE THAT THE CITY (DEFINED AS "COMPANY") IS A TEXAS GOVERNMENTAL ENTITY SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT (THE "ACT"). SHOULD COMPANY RECEIVE A REQUEST FOR DISCLOSURE OF CONFIDENTIAL INFORMATION PURSUANT TO THE ACT, COMPANY WILL PROMPTLY PROVIDE ELYNX NOTICE OF SUCH REQUEST IN ACCORDANCE WITH SECTION 552.305 OF THE TEXAS GOVERNMENT CODE SO THAT ELYNX MAY AVAIL ITSELF OF ANY OPPORTUNITIES TO ESTABLISH REASONS WHY THE INFORMATION SHOULD BE WITHHELD PRIOR TO DISCLOSING SUCH CONFIDENTIAL INFORMATION. THE BURDEN OF ESTABLISHING THE APPLICABILITY OF EXCEPTIONS TO DISCLOSURE OF CONFIDENTIAL INFORMATION UNDER THE ACT RESIDES WITH ELYNX. SHOULD ELYNX BE UNABLE TO ESTABLISH A VALID EXCEPTION FROM DISCLOSURE OR EXCLUSION FROM THE ACT OR PROTECTIVE ORDER, THEN COMPANY MAY RELEASE THE INFORMATION, SOLELY TO THE EXTENT NECESSARY TO COMPLY WITH THE ACT.

7. **WARRANTY DISCLAIMERS.**

- 7.1. **Internet.** The Internet is a computer network of inter-operable packet switched data networks. Company acknowledges that eLynx does not own, operate or manage the Internet, and the Internet is in no way affiliated with eLynx or any of eLynx's Affiliates. Company acknowledges that Company is responsible for providing its own access to the Internet. Therefore, Company agrees that eLynx cannot and does not guarantee that Company's access through the Internet to the Access Service will provide access speeds that are sufficient to meet Company's needs. Company agrees that its use of the Internet and the Internet services is solely at its own risk and is subject to all applicable local, state, federal and international laws and regulations.
- 7.2. **DISCLAIMER.** ALL SERVICES PROVIDED BY ELYNX, INCLUDING THE ACCESS SERVICES AND APPLICATION AND ONE TIME SERVICES, ARE PROVIDED ON AN AS-IS BASIS. COMPANY'S USE OF ELYNX'S SERVICES, INCLUDING THE ACCESS SERVICES AND 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, NONINFRINGEMENT 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.

8. **INDEMNIFICATION.**

- 8.1.
- 8.2. **eLynx Obligations.** eLynx shall defend Company against any Claim made or brought against Company by a third party alleging that Company's use of the Application infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives eLynx written notice of the Claim; (b) gives eLynx reasonable control and direction of the defense and settlement of the Claim (provided that eLynx may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable assistance in connection with the defense (at eLynx's reasonable expense). If a Claim is brought or threatened, or eLynx believes is likely to occur, eLynx may, at its option, (i) procure for Company the right to use the Application, (ii) replace the Application with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. eLynx will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Application in combination with software, hardware or technology not provided by eLynx, if infringement would have been avoided in the absence of the combination, (b) modifications to the Application not made by eLynx, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the

Application, if infringement would have been avoided by use of a current release, or (d) any action or omission of Company for which Company is obligated to indemnify eLynx under this Agreement.

8.3. Exclusive Remedy. This Section 8 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section.

9. **LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ELYNX AND ITS SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AND CONTRACTORS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, ACCESS SERVICES AND THE APPLICATION OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND ELYNX'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY COMPANY TO ELYNX UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT ELYNX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **TERM.**

10.1. 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. Termination will be effective at the end of the applicable Term in which such timely notice is received. For any and all individual asset terminations Company must provide written notice of its intent not to renew such assets within at least the number of days described in the Notice Period prior to the end of the Initial Term or then current Renewal Term. Termination of such assets will be effective at the end of the applicable Term in which such timely notice is received.

10.2. 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. In addition, eLynx may terminate this Agreement upon written notice to Company in the event that (a) one of Company's Affiliates that has entered into another agreement with eLynx for eLynx's services 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) Company or one of Company's Affiliates entered or enters into another agreement with eLynx for eLynx's services, and Company or the Company Affiliate, as applicable, commits a material breach of such other 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 eLynx.

10.3. 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 Monthly Subscription Services. The unpaid fees covering the remainder of the then-current Term for Monthly Subscription Services is calculated by multiplying the aggregate monthly fee for Monthly Subscription Services at the time of termination by the number of months remaining in the then-current Term. In no event shall any termination relieve Company of the obligation to pay any fees payable to eLynx for services performed and completed up to the date of termination. The termination or expiration of this Agreement for any reason shall not affect a Party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation on liability, indemnity and the warranty disclaimers).

10.4. Non-Appropriation: The continuation of this Service Agreement after the close of any fiscal year of the City (defined as "Company"), which fiscal year ends on September 30th annually, is subject to budget approval and appropriations specifically covering this Service Agreement as an expenditure in said budget, and it is within the sole discretion of the Company's City Council to determine whether or not to fund this Service Agreement. The Company does not represent that a budget item

providing for this Service Agreement will be adopted, as that determination is within the Company's City Council's sole discretion when adopting the budget. In the event funding is not budgeted for any future year of this Service Agreement, the Service Agreement terminates upon notice by and without recourse against the City, and payment for services completed up to and including the date of termination remain due and owing by the Company.

11. **GENERAL.**

- 11.1. **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.
- 11.2. **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 Texas (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 Nueces County, Texas, 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 ueces County, Texas, are an inconvenient forum.
- 11.3. **Solicitation of Employees.** The Parties agree that during the Term of this Agreement, and for a period of one year immediately following the termination or expiration of this Agreement, a Party shall not, without prior written consent of the other Party, directly or indirectly, solicit for employment or hire any person currently employed by the other Party and who is involved in the performance of this Agreement; provided, however, that the foregoing provision will not prevent either Party from employing any such person who (a) contacts the such Party on his or her own initiative without any direct or indirect solicitation by, or encouragement from the Party, or (b) is no longer employed by the other Party. For greater clarity, a mass media solicitation, employment search firm, public advertisement general solicitation of employment not specifically directed towards employees of the other Party, and any resultant hiring, shall not constitute a solicitation, encouragement or hiring for purposes of this Section.
- 11.4. **Assignment.** This Agreement shall extend to and be binding upon the Parties hereto, and their successors and assigns. Each Party acknowledges that it has entered into the Agreement in part because of the unique technical abilities, capabilities, and credit worthiness of the other Party. Therefore, neither Party may assign the Agreement, or any rights obtained hereunder, or delegate or subcontract any duty of performance owed by it hereunder, without the prior written approval of the other, which approval shall not be unreasonably withheld. In the event of any assignments and/or conveyances to any third party, it shall be the duty of the assigning Party to inform such third party of this Agreement and the obligations hereunder, and to ensure that said third party is informed and understands that all such assignments and/or conveyances shall be, and shall remain to be, subject to this Agreement. Further, assignments and/or conveyances shall not relieve the assignor of its duties hereunder. No assignment, transfer, or succession to the interest of any Party hereto, either in whole or in part, shall affect or bind the other Party until the first (1st) Day of the Month following the Month in which the other party shall have received written notification thereof. Any assignment made by either party in contravention of this Section shall be null and void for all purposes.
- 11.5. If desired and agreed by both Parties, a joint press release may be issued. Under the joint release, both Parties will agree on the final version of the draft prior to its release.
- 11.6. **Modification and Counterparts.** This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage or custom shall be deemed to amend or modify the Agreement. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
- 11.7. **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.
- 11.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. For the avoidance of doubt, the provision of services by eLynx to Company to assist Company in monitoring and/or analyzing the operations and functions of its facilities

outside the Territory is not within the scope of the subject matter hereof, and agreements between eLynx and Company relating to facilities outside the Territory are not merged into or superseded by this Agreement.

- 11.9. Export Controls. Company may not remove or export from the United States or allow the export or re-export of the Access Services and the Application, Application or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Application and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 11.10. No Agency. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Company does not have any authority of any kind to bind eLynx in any respect whatsoever.
- 11.11. Prevailing Party. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys’ fees, if so awarded by judgment of a court.
- 11.12. Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.
- 11.13. Insurance Requirements. eLynx agrees to provide and maintain at its own expense during the entire Term of the Agreement policies of insurance as follows:
- 11.13.1 Worker’s Compensation in accordance with the statutory requirements of the state in which the insured Party’s employees reside and the state in which the insured Party is domiciled;
 - 11.13.2 Comprehensive General Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence combined with single limit for both Bodily Injury and Property Damage;
 - 11.13.3 Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a minimum combined limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage; and
 - 11.13.4 Physical Damage Insurance on the insured’s own property to the extent of its replacement cost.
- 11.14. 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.

Attachment A



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM**

Addendum

**RFB No. 4172
Web-Based Scada System Suite for Gas Operations**

PAGE 1 OF 2

Date: 5/24/22

Bidder: eLynx Technologies, LLC

Authorized Signature: 

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Qty.	Unit	Unit Price	Total Price
1.	Web-Based Scada System Suite	1	Each	\$50,400.00	\$50,400.00
2.	One-time set up website fee	1	Each	\$ 1,800.00	\$ 1,800.00
3.	Total Cost: Consists associated for all 28 sites for the System Site Monitor Unit & 7 sales point check meters.(parts and labor)	1	Lump Sum	\$173,537.32	\$173,537.32
4.	Training Fees	1	Each	\$ 4,500.00	\$ 4,500.00
5.	Preventative Maintenance	3	Years	\$ 1,000.00	\$ 3,000.00
6.	Emergency Service calls including (weekends/holidays)	60	Hours	\$ 200.00	\$ 12,000.00

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7.	Miscellaneous allowance				\$ 3,500.00
8.	Freight Allowance				\$ 1,000.00
		Estimated	Spend	Mark-up %	Estimated Spend + markup
9.	Materials/Parts- Service	\$6,000.00		0 %	\$ 6,000.00
Total					\$255,737.32

Attachment B -Scope of Work

1.1 General Requirements/Background Information

"eLynx" (" Contractor") shall provide a Web-Based Scada System Suite and a three-year service agreement for the Gas Department as outlined in this Scope of Work.

1.2 Scope of Work

The City of Corpus Christi Gas Department is needing to replace the current Scada system. The Contractor shall install and provide preventative maintenance service for three years to Gas Operations.

- 1.) **Scada system Suite** - user friendly, website based, multi-platform access, capable of polling, storing site data and data trending. Alarm parameter and call out capable, expandable, capable of accepting notes and records expectations are to monitor, alarm within parameters and be user friendly in use, capable of scheduling employees for on call alarms. We also desire the Scada system to have site specific building tools to construct site, site graphics to allow equipment tagging for users to tag equipment with notes and upload manufacturers maintenance materials.

- 2.) **System Site Monitor Unit** - will consist of 28 radio sites, each site will need to have a communication device, i.e., radio, AC power unit, back up battery source capable of powering the components for 21 days of gas distribution network if needed. Backup power source must consist of a combination of battery backup along with solar panel charging. Each individual site will have a few transducers monitoring different pipelines.

Each system **Site Monitor Unit** will consist of;

Qty	Description
1	4DI, 4DO, 4AI and 2AO
1	Power Supply
1	Lithium back up battery
1	Enclosure 14X12X6 W/ back plate
1	Fuse Block, din rail and wire
1	FGR3-C Kit W/ Polyphaser
1	10 dbd/ 12 dbi Yagi Antenna
1	120 Volt power receptcal
1	24 battery charger
1	1 battery aluminum box enclosure
2	deep cycle battery

- 3.) Purchase Point Check Meter** - This bid will also consist of the purchase, installation and service of 7, Total Flow units-or equivalent, orifice check meters. These meters will monitor sales point as a check meter and will communicate through the Scada system previously mentioned. Bid should consist of all parts fittings, SS tubing, mounting pole, wiring, manifolds, shut off valves, tap fittings, metering unit, communication, labor etc. Service considerations and field visit cost should be broken down and listed for all service for the duration for the contract.

Each one of the **Purchase Point Check Meter** will consist of;

Qty	Description
1	6413 G4 XFC meter w/ brkt and RTD
1	TotalFlow battery cable
1	ABB CS 3/8" 5 vlv manifold
1	EFM connection kit
1	Fittiings and vlvs to connect meter
1	battery back up module
1	2" X 5 ' aluminum conduit
1	50 watt w/2 86 amp
1	10dbd/12dbi Yagi Antenna
1	FGR3-CU kit w/Polyphaser

The system needs to be capable of expansion as the networks expands.

1.3 Special Instructions

The Contractor shall provide the following services including but not limited to the reporting and corrections of product defects, installation, and configuration assistance.

The Hours of technical phone support required is listed below:

- Monday-Friday 24/7 technical phone support
- 24/7 service and hardware support, Standard business hours: 7 am-6 pm that correspond with the City of Corpus Christi Central Standard Time, hours, Monday-Sunday

Point of Contact:

Dustin Wilson @ 361-885-6927

dustinw@cctexas.com

City Cell- 361-400-8284

1.4 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

Attachment C - Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
2. Contractor must furnish to the Risk Manager and Assistant Director, Office of Strategic Management, two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. **The City must be listed as an additional insured for the General Liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit Or State of Texas Minimum Limits for personal or rental autos.
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period

	provisions and identify any limitations regarding who is insured.
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory
Employer's Liability	\$500,000 / \$500,000 / \$500,000

3. In the event of accidents of any kind related to this project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

Additional Requirements –

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any cancellation, non-renewal, material change or termination in coverage and not less than ten calendar days advance written notice for nonpayment of premium.
5. Within five calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
 8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Attachment D -Hardware Warranty Disclaimer

eLynx honors the manufacturer's warranty for hardware sold to Company. This is subject to the manufacturer's warranty periods and guidelines. Manufacturer's warranty typically covers defects in material and workmanship. Damage caused by misuse, abuse and or an act of nature are not covered under manufacturer's warranties. If it is determined the hardware failed under the manufacturer's warranty guidelines, the hardware will be replaced per the manufacturer's warranty guidelines. eLynx standard service rates will apply for any onsite work performed by eLynx.