NOVOTX

Novotx, LLC
4905 South 1500 West Suite 210
Riverdale
Utah
United States 84405

Sales Agreement
Valid Until: May 30, 2025
Agreement Number : 5405498000063928009
Prepared By: Kyle Brown
kbrown@novotx.com

BILL TO:	SHIP TO:
320 Robert S Kerr Oklahoma City OK US 73102	**320 Robert S Kerr** Oklahoma City OK US 73102

This agreement describes the products and/or services to be provided and/or licensed by the Customer at the address below. Prior to installation and/or use, an authorized representative of the Customer must agree to the terms and conditions of the License Agreement(s) associated with the product(s) listed below (provided separately).

Account Name: **Oklahoma County**	Title: **GIS Manager**
Contact Name: **Timothy Conner**	Email: **artimcon@oklahomacounty.org**

No.	Product Details	Quantity	List Price	Discount	Total
1	**Elements XS Annual Subscription - Municipal Tier 2 EXS-M-T2** Elements XS Annual Subscription. Enterprise License; includes unlimited named users. Subscription renews annually beginning 12 months after installation. -License renews annually starting 7/1/25	1	$ 22,000.00	$ 0.00	$ 22,000.00
2	**Hosting Services (AWS) EXS-HOST-AWS** Annual hosting services fee for Elements XS. Includes setup, maintenance, and support of Elements XS environment and up to 150gb of cloud storage for file attachments. -License renews annually starting 7/1/25	1	$ 5,500.00	$ 0.00	$ 5,500.00
3	**811 Annual Subscription 811-ANNUAL** Annual subscription fee for 811 integration -License renews annually starting 7/1/25	1	$ 3,500.00	$ 0.00	$ 3,500.00
4	**Elements XS Annual Subscription - Municipal Tier 2 EXS-M-T2** Elements XS Annual Subscription. Enterprise License; includes unlimited named users. Subscription renews annually beginning 12 months after installation. -Prorated Subscription from 5/1/25 - 6/30/25	1	$ 22,000.00	$ 18,260.00	$ 3,740.00
5	**Hosting Services (AWS) EXS-HOST-AWS** Annual hosting services fee for Elements XS. Includes setup, maintenance, and support of Elements XS environment and up to 150gb of cloud storage for file attachments. -Prorated Subscription from 5/1/25 - 6/30/25	1	$ 5,500.00	$ 4,565.00	$ 935.00
6	**811 Annual Subscription 811-ANNUAL** Annual subscription fee for 811 integration -Prorated Subscription from 5/1/25 - 6/30/25	1	$ 3,500.00	$ 2,905.00	$ 595.00
7	**Asset Management Onboarding Services EXS-ONB-AM** Fixed price for Elements XS onboarding services as outlined below. - District 3 - Emergency Management	1	$ 28,000.00	$ 3,000.00	$ 25,000.00
8	**Professional Services - 811 Configuration PS-INT-811** Elements XS 811 integration with positive response where required by law.	1	$ 5,500.00	$ 0.00	$ 5,500.00
9	**Professional Services - Data Migration PS-DATA** Data Migration Services - Tyler Munis (District 3)	1	$ 6,500.00	$ 0.00	$ 6,500.00

No.	Product Details	Quantity	List Price	Discount	Total
10	**Professional Services - Training PS-TRAINING**	5	$ 1,800.00	$ 0.00	$ 9,000.00
	Professional Services provided training for non-standard deployment items. All items related to Professional Services - Training are subject to scoping by the Novotx team prior to approval.				

	Sub Total	**$ 82,270.00**
	Tax	$ 0.00
	Adjustment	$ 0.00
	Grand Total	**$ 82,270.00**

Payment Terms

-Elements XS Annual Subscription, Hosting Services, and 811 Subscription (First Year + Prorated Period):
Total of $36,270, due upon contract signing.
Subscription services will renew beginning July 1, 2026 and will be paid by Oklahoma County in arears monthly in the amount of $2,583.33/month.

-Onboarding and Professional Services (including 811 Configuration, Historical Data Migration, and Training):
$46,000, due on July 1, 2025.

Total amount of $82,270 due at contract signing.

Onboarding Services Included

Standard Deliverables

The items below are included with a standard deployment of Elements XS.

What's Included

Pre-Installation Items

- Business process review and consultation for best practices with Elements XS
- Review IT infrastructure
- Review GIS infrastructure Review Reporting Requirements

Installation

- Installation of Elements XS

Map Integration

- Integration of one map viewer in Elements XS
- Configuration to load map-based (GIS) assets from map viewer
- Training to Configure GIS Layers in Elements

Deployment of the following workflows:

- Create Service Order from GIS Asset
- Report a GIS Problem from Map
- Select Multiple Assets from Map using the Elements Select Tool Add GIS Asset Relationships to Tasks
- Zoom to GIS Assets

General Application Setup

- Setting up company, department, and division structure o Setup of default navigation menus
- Configure SMTP settings for Email notifications
- Active Directory Integration with LDAP

Service Orders Setup

- Configuration of Default Statuses
  - 1 – Pending
  - 2 – In Progress
  - 3 – Ready for Review
  - 4 – Complete
  - 5 – Cancelled
- Configuration of Default Priorities:
  - 1 – Low

- ○ 2 – Medium
- ○ 3 – High
- ○ 4 – Emergency

Delivery of standard Service Order templates using default Status and Priority configurations

Training on the following items:

- Configure custom application menus
- Configure service order templates
- Configure preventive and routine maintenance schedules
- Configure users and user permissions
- Configure basic Elements XS workflows
- Configure custom Service Order Task Status and Priority types
- Configuration of custom Elements XS forms
- Configuration of default Service Order Task assignments

One-Time Data Imports (Includes Test Imports and Data Validations)

- Non-spatial assets
- Inventory Items (materials, equipment).

Utility Billing Integration (as specified on Sales Agreement)
Standard Reports and Dashboards
Service Orders & Work Management Reports

- Task Charges
- Task Contractor Usage
- Task Costs
- Task Equipment Usage
- Task Labor Usage
- Task Material Usage

Inventory Reports

- Purchase Order Details
- Item Receiving Details
- Invoice Details
- Material Usage by Asset Type
- Contractor Purchase Order History
- FIFO Valuation Report
- Item Quantity Transaction History
- Item Purchase Order History
- Parts Used by Account / Date
- Stock Levels Report
- Vendor Purchase Order History

Other Included Reports

- Activities Details
- Notes Details
- Phone Calls Details
- Timesheet Hours
- System Configuration Reports

What's Not Included

- Installing or configuring Microsoft SQL Server, Esri products, or any other third-party applications that may be required for Elements XS.
- Configuring and/or publishing map or feature services, including query layers
- Configuring Esri web maps, dashboards, or other Esri technology
- Setting up preventive and routine maintenance schedules *
- Setting up asset scoring *
- Setting up service order templates *
- Setting up user accounts and user permissions *
- Setting up custom application menus *
- Setting up basic Elements XS workflows *
- Configuring default assignments for Service Order templates *
- Creation of Elements Advanced Workflows to support custom business process (unless specified in sales agreement)
- Training on creation of Elements Advanced Workflows
- IT setup (opening ports, installing IIS, etc.)
- Creating dynamic forms *
- Creating Custom Reports

Additional Terms

Future Items:

Onboarding Cost for future Divisions: $9,000/division. This cost is applicable and valid for the duration of the contract term, which is one (1) year.

Annual Pricing
An annual price uplift of [3-5%] will apply at the start of each renewal term. This adjustment reflects continued investments in product innovation, coverage expansion, and delivery infrastructure. Novotx will provide written notice no less than 30 days in advance of the renewal date.

Required Licensing:

All Elements XS deployments require Esri's ArcGIS Enterprise and/or an active subscription to ArcGIS Online. On-premise deployments also require Microsoft SQL Server and a standard Windows server operating environment. Pricing in this agreement does not include these products and Customer is responsible for purchasing, installing, and maintaining these applications.

Scope Limitations & Additional Services

For all items beyond the original project scope, additional professional services are billed at $1,800 per day ($225 per hour). Services beyond the project scope must be approved by Board of County Commissioners, in writing, prior to services being performed and will be billed separately. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licenses
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee
- Historical data imports require the customer to provide data to Novotx in a tabular format following a template provided by Novotx

Any service items discussed during product demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed as deliverables.

On-Site Travel

Unless specified otherwise, all on-site trips will be billed at a cost of $5,500 per trip. This cost is inclusive of all travel costs and Novotx staff time.

Sales Tax

Customer agrees to pay any and all applicable sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. It is the customers responsibility to pay any and all applicable taxes if the customer is not tax exempt.

Past Due Payment and Client Inactivity

Client Inactivity or Disengagement

When a client chooses to disengage or becomes non-responsive during an implementation process, Novotx will notify the customer and provide 30 business days to re-open active communication. If active communication is not maintained, Novotx will cease work on the project and the client will be required to pay 50% of their annual subscription fees to re-initiate the project. Upon re-initialization, the project will be moved "to the back of the line" and re-prioritized based upon Novotx workload and resources.

Project Acceptance / Transition to Support

When work has been completed on a project and project acceptance documents have been sent to the client, if the client does not respond within 5 business days, the project will be marked as "accepted", and an invoice will be sent to the client for any outstanding project balances.

Past Due Fees for Services Rendered

When services have been rendered by Novotx and an invoice for the rendered services becomes past due, users will not be able to login or utilize Novotx products until the past due invoices have been paid in full.

Past Due Subscription Fees

Any amounts not paid within thirty (30) days of the invoice date will result in the disablement of login and access to the application(s) until payment is received. Additionally, subscription dates will not be adjusted to accommodate for lost production time or inability to use software resulting from past due payments.

Purchase Authorization

By signing below, customer agrees to purchase products and services listed above.

Customer

Printed Name

Signature   Title   Date

Novotx Representative

Printed Name

Signature   Title   Date