Agreement for Services

This Agreement for Services (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Ajax Analytics, Inc., an independent contractor with a principal place of business at 1001-A East Harmony Rd., #115, Fort Collins, CO 80525 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I.   Scope of Services

A.   Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as:

B.   A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II.   Term and Termination

A.   This Agreement shall commence on the Effective Date, and shall terminate on June 30, 2025, unless otherwise terminated as provided herein.

B.   Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $291,631. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other contractors in the same or similar type of work in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Federal Water Pollution Control Act; and the Occupational Safety and Health Act.

V. Ownership

All monitoring data collected and all drawings, analyses, plans, tests, maps, surveys, electronic files and written material generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall be property of the Town. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor. Notwithstanding the foregoing, Contractor shall be authorized to use any of the monitoring data or documents described above and shall own any data or other documents derived therefrom beyond the scope of this Agreement. Contractor retains ownership of equipment, software, data processing and analytics algorithms. Contractor's use or analysis of the data or documents generated pursuant to this

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Agreement beyond the scope of this Agreement is not and shall not be represented as the determination, opinion, or position of the Town in any form.

VI. **Independent Contractor**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. **Insurance**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX.   Miscellaneous

A.   *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B.   *No Waiver*.   Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C.   *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D.   *Third Parties*.   There are no intended third-party beneficiaries to this Agreement.

E.   *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F.   *Severability*.   If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G.   *Modification*.   This Agreement may only be modified upon written agreement of the Parties.

H.   *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I.   *Governmental Immunity*.   The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections

provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J.   *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K.   *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L.   *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which is defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

_____
Justin Brooks, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

By: _____

State of Colorado)
) ss.

County of _larimer_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _11_ day of _November_____, 2025, by _Brent Buck_____ as _Ceo_____ of Ajax Analytics, Inc.²⁴

My commission expires: _10/10/2028_

(Seal)   _EDM_____
                                               Notary Public

Contractor shall provide fully managed air quality monitoring stations, data collection and hosting, data access, and service level availability, including the following: site monitoring with sensor systems including triggered whole-air canister sampling; 90% Uptime Service Level Availability for sensor systems; site monitoring with week-long whole-air canister sampling and lab analysis; mobile monitoring with a mobile plume tracker vehicle; online data visibility via a publicly available portal; and expert services including quarterly reports, event reports, and ad-hoc investigations.

The Town's air quality monitoring network has been carefully designed to include multiple monitoring technologies. The technologies in use complement each other to provide information that can be used to improve the Town's understanding of the short-term and long-term air quality impacts of oil and gas operations in the Town. Technologies include continuous real-time meteorological, particulate matter 2.5 (PM 2.5) and VOC sensor systems, week-long whole-air canister sampling, instantaneous whole-air grab canister sampling, and periodic deployment of a mobile plume tracker vehicle.

Real-Time Sensor Network

Contractor shall provide the minimum features and metrics outlined below. As new sensor technology enters the market, Contractor may update monitoring technology.

Sensor System Features

Feature	Description
Continuous Monitoring	Continuous monitoring at a 10-second resolution. At the expected solar power capacity, sensor systems poll measurements every 1 second and average the measurements into a 10-second recorded output.
Anomaly Detection	Contractor provides two-levels of air quality event detection: • Tier 1 air quality events are indicators of a potentially hazardous concentration of VOCs or hydrocarbons in the ambient air. These events are defined by thresholds for the sensor readings based on a percentage of LEL, defined millivoltage threshold, and/or sustained statistical outliers within the sensor output. Tier 1 air quality events are exceedingly rare. • Tier 2 air quality events are indicators of the potential for higher emissions in the ambient air. These events are identified by algorithms in the Contractor platform which identify a trending difference between actual and predicted measurements, identify a common pattern of elevated readings across sites, or identify a common pattern of elevated readings across different sensor metrics.
Automated canister trigger	The systems are capable of triggering a whole-air canister sample when air quality events are registered. Instantaneous whole air canister samples may be triggered based on air quality event thresholds, or by a remote instruction from the Contractor platform. Triggered whole air canister sample valves are open for 3-minutes and typically fill to capacity within approximately 1 minute.
Autonomous Operation	All continuous sensor systems are solar and battery-powered with cellular connectivity. Monitoring stations are securely mounted approximately 7 feet off the ground upon surface-mounted poles installed by Contractor.
Ongoing Maintenance	Contractor will maintain sensors in the field to ensure service level availability terms. Individual sensors will be cleared, calibrated, or replaced if measurements fail to meet data quality expectations.

Sensor System Metrics

Metric	Technology	Description
VOC Indicator (TVOC-PID10.6)	Photo-Ionization Detector with 10.6 eV lamp sensor	A PID sensor signal changes in response to the presence of hundreds of different VOCs at a part-per-billion sensitivity. As a result, these sensors are useful for indicating change over time and for relative concentrations of VOCs, but do not provide an accurate concentration reading for any particular mix of VOCs. For this reason, Contractor does not present VOC data from these sensors as a quantitative concentration value, but rather as an indicator value that represents change over time.
Particulate Matter (PM1.0)	Optical particulate matter sensor	PM 1.0 is measured using dual optical sensors that are accurate to within 20% to 30% when compared to a reference-grade sensor. Because these sensors have been shown to be reasonably accurate, Ajax presents these values as ambient concentration measurements in ug/m3.
Particulate Matter (PM2.5)	Optical particulate matter sensor	PM 2.5 is measured using dual optical sensors that are accurate within about 20% of a reference-grade sensor most of the time. Because these sensors have been shown to be quite accurate, Contractor presents these values as ambient concentration measurements in ug/m3.
Particulate Matter (PM10)	Optical particulate matter sensor	PM 10 is measured using dual optical sensors that are accurate to within 20% to 30% when compared to a reference-grade sensor. Because these sensors are less accurate in PM 10 measurement, this metric is useful for tracking normal vs. elevated levels of PM 10, but do not provide a reliable concentration reading.
Wind Speed & Wind Direction	Ultrasonic anemometer.	Wind speed and wind direction are measured with an ultrasonic anemometer. These sensors provide accurate wind speed and wind direction data at every deployed monitoring station and output 10 second averages.
Temperature, Pressure, & Humidity	Various	Temperature, pressure, and humidity are measured with small sensors in the sensor system. These small sensors are quite accurate and provide good sensitivity and a fast response.

Sensor System Service Level Availability (SLA)

Service Level	Description
Uptime Commitment (90% SLA)	Contractor commits to 90% uptime for the sensor network over the course of the program. Uptime is calculated as the number of sensor readings received vs the number expected across the deployed network. Small, continuous sensor systems are subject to the elements and do experience issues. The SLA ensures that Contractor is prepared to deliver monitoring results that are adequate for the program objectives.

Whole-Air Canister Samples

This program includes 4 deployment methods for canister sample collection.

Canister Sampling Methods

Method	Sample Duration	Description
Automated canister	Instantaneous/ ~1-minute	The continuous sensor systems trigger a whole-air canister sample when air quality events are registered. Short-term whole air canister samples may be triggered automatically by the sensor system and/or server-side requests. These samples provide an accurate and reliable reference for determining VOC concentrations at the time of the sample.
Manual canister	1-week	Contractor and CSU staff manually deploy a whole-air canister sample with a flow controller that slowly lets air into the canister over the course of a week. These samples provide an accurate and reliable reference of the integrated VOC composition during the week the canister is deployed.
Plume Tracker canister	Instantaneous/ ~1-minute	The mobile plume tracker operator manually deploys whole-air canister samples at their discretion as emission plumes are identified and traced.
Resident canister	Instantaneous/~1-minute	A Town resident manually deploys whole-air canister samples at their discretion as emission plumes are suspected.

Canister Sample Metrics

Metric				
ethane	c-2-butene	benzene	n-nonane	ethylbenzene
ethene	cyclopentane	cyclohexane	isopropylbenzene	m+p-xylene
propane	i-pentane	2,3-dimethylpentane	n-propylbenzene	toluene
propene	1,3-diethylbenzene	2-methylhexane	3-ethyltoluene	2-methylheptane
i-butane	cis-2-pentene	3-methylhexane	4-ethyltoluene	3-methylheptane
n-butane	n-hexane	2,2,4-trimethylpentane	1,3,5-trimethylbenzene	1,4-diethylbenzene
ethyne	isoprene	methylcyclohexane	2-ethyltoluene	methane
t-2-butene	2,4 dimethylpentane	styrene	1,2,4-trimethylbenzene	n-octane
1-butene	n-heptane	o-xylene	n-decane	n-pentane
1,2,3-trimethylbenzene	2,3,4-trimethylpentane			

Canister Sample Service Level Availability

Service Level	Description
Resident Canister Availability	Contractor shall provide the Town with the number of subscribed clean, evacuated mini-canisters at all times. the Town may choose how and when to deploy the grab canister samples up to the subscribed number per month or year.
Resident Canister Pickup	Used or expired grab canisters shall be picked up within 1 week of deployment, as needed. Expired canisters will be collected and replaced as needed.
Resident Canister Sample Results	Grab canister sample results are prioritized for lab analysis and results are targeted to be delivered within 7 days of grab canister pickup.
Trigger Canister Availability	Each Sensor System Site shall be fitted with a clean canister in a ready-to-sample state up to the collection of Auto-Triggered Sampling subscriptions within the contract term.
Trigger Canister Pickup (90% SLA)	With the 90% SLA subscription, Contractor shall replace used trigger canister samples within 48-hours of the triggering event. Contractor commits to valid results from at least 90% of triggered canister samples.
Trigger Canister Sample Results	With the 90% SLA subscription, triggered canister sample results are prioritized for lab analysis and results are targeted to be delivered within 7 days of triggered canister pickup. Triggered canister sample results are delivered along with an Event Report.
Weekly Canister Availability and Results	Each Continuous Weekly Monitoring Site includes up to 4 canister samples per month. Week-long canister samples are changed on Thursdays, weather permitting. Contractor targets lab analysis results from week-long canister samples within 2 weeks of sample pickup. Results are delivered quarterly and may be requested mid-quarter.

Mobile Plume Tracker

The mobile plume tracker is an instrumented vehicle capable of accurate 1-second resolution measurements of methane using cavity ring-down spectrometry and acetylene measurements using mobile gas chromatography. The plume tracker deploys for 4 to 8 hours when conditions are correct for slow-transport of emissions plumes. The operator monitors the real-time measurements and collects instantaneous grab canister samples when/if plumes are located.

Mobile Plume Tracker Features:

Feature	Description
High Sensitivity	Onboard instrumentation is highly sensitive to methane and acetylene.
High Resolution	1-second resolution of key metrics helps the operator identify plumes and track the transport area.
GPS	GPS coordinates help the operator map the driving route in tandem with pollutant concentrations and provide spatial data to help identify potential source.
Grab Canister Sampling	Operator-deployed canister samples characterize the plume composition and help identify potential source.

Mobile Plume Tracker Service Level Availability

Service Level	Description
Mobile Plume Tracker Availability	The mobile plume tracker is deployed at the operator's discretion and are determined based on weather forecast and operations or emissions activities expected during the time of deployment. Program contacts may request a plume tracker deployment for a specific investigation. Every effort will be made to accommodate the request.

Air Monitoring Sites

The air quality monitoring program shall include 10 continuous real-time sensor system monitoring site subscriptions and 4 continuous weekly monitoring site subscriptions. Contractor may deploy additional monitoring sites at its discretion, free of charge to the Town and subject to land use approval, for the purposes of investigating an air quality event, for testing new monitoring technologies, co-locating equipment at sites, etc. The Town may be asked to assist Contractor in securing land-use or access for site deployment and maintenance.
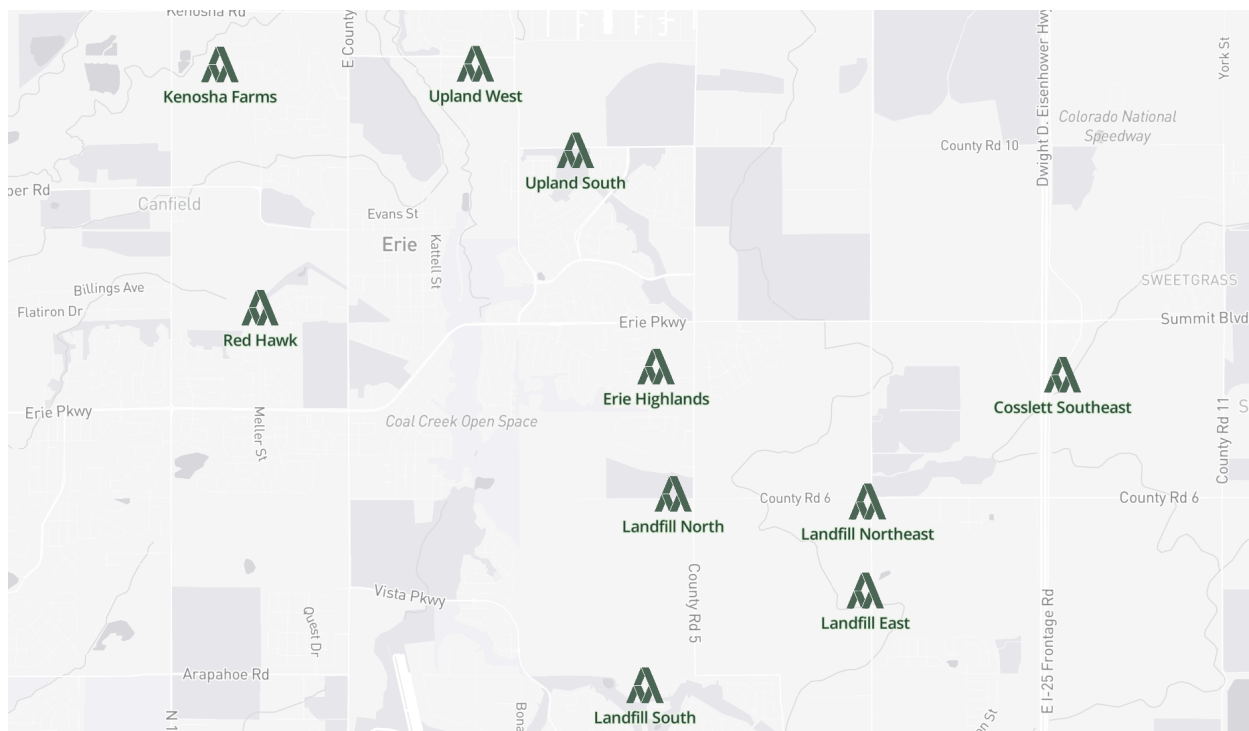
Erie Monitoring sites as of September, 2024.

Software & Data Access

Contractor's software platform manages sensor system provisioning, data collection, quality assurance, and data visibility. All data from Contractor's and CSU sensor systems, lab analysis, public sources, and notes and observations made by Contractor are recorded to provide valuable context for the monitoring data, using the following feature set:

Software Platform Features

Feature	Description
Near-real-time data collection	The platform collects metrics from the deployed monitoring stations every 5 minutes or better.
Lab-data consolidation	Contractor staff upload lab result files direct from the laboratory output into the platform, reducing the risk of typos during entry or delays in data entry.
Transformation to canonical format and value aggregation	As data flows into the system, all datasets are processed by a data pipeline. This includes simple but useful transformations like converting the incoming data into a common name for each compound and converting incoming data into a common unit (ppb from ug/m^3, for example). Combining compounds into new metrics (for example: m,p-xylene and o-xylene are combined to create a total xylene metric, etc.) The data pipeline also executes routines for event detection with every new piece of data that flows in. All data is stored in multiple data lakes during the process: the raw incoming data, the transformed data, the aggregated data, and the presentation data. This structure allows for re-processing and auditing of the data transformations.
Air Quality Event Alerts	As air quality events are identified by the system, an alerting feature sends email messages to the recipients defined for each type of event.
Platform Security	The software platform has the following security features: • Customer data is clearly segmented in data lakes and databases • All data is encrypted at rest • Contractor actively monitors and alerts for unauthorized access and authorized access outside of a geofence • Contractor automatically monitors for security mis-configurations multiple times per day • All developer access requires multi-factor authentication
Operational Activity Log	Contractor enters and logs all known operational activities in the area. This includes known information about the oil & gas phases and equipment. Field staff is also trained to note and log other potential emissions activities nearby, such as construction, roadwork, O&G operations, and more.
Public Portal	Users can access the Public Portal to view air quality data from each site in near-real-time, view data compared with standardized health guidelines, and view reports.

Contractor may request that Town staff engage in user-research discovery sessions, user-interface design reviews, and end-user testing as new features are designed, developed, and deployed.

Throughout the program, the following ongoing activities promote effective communication and ensure the monitoring program runs smoothly.

Who	Activities
Town	• As-needed meetings with Contractor to share current and upcoming operational activities and review service activities • Respond to notifications for air quality events • Engage in Quarterly Report reviews and periodic design software reviews
Contractor	• As-needed meetings with the Town point of contact to review the state of the monitoring network and sampling plans, review current and upcoming pad activities, and review changes to the operational schedules • Regular site visits to maintain sensor systems • Respond to Contractor-internal system alerts for maintenance events • Deploy and collect weekly whole air canister samples, per the canister sampling schedule • Deploy and collect automatically triggered whole air canister samples • Deliver and pick-up canisters for resident grab samples • Consolidate and analyze data from all sources • Assess and audit the data pipeline and verify the quality of the collected data • Deliver Quarterly Reports

As air quality events are identified, Contractor will notify a designated Town contact (or distribution list) via email. Contractor may update and optimize anomaly detection algorithms and/or triggering thresholds at any time without notice to the Town. Summary reports for air quality events that triggered canister samples will be provided within one week of Contractor's receipt of triggered canister lab results.

Contractor shall respond to questions regarding data, events, or requests for special reports within 5 days of the request. Any reporting or data investigation outside of the Quarterly Reports, air quality event summary reports, and scoped web portal features will be fulfilled at Contractor's discretion.

Contractor shall report on key findings within 6 weeks of the end of each quarter, subject to change upon mutual agreement of the Parties. The content of the Quarterly Reports shall be templated, including summaries of weekly sampling data and summary data from event reports.

Contractor shall deliver complete datasets from all subscribed systems to the Town within 7 days of request once per quarter.