

neustar

LEAP SERVICE AGREEMENT

This LEAP Service Agreement (the "**Agreement**") is entered into this 17th day of October, 2016 (the "**Effective Date**") by and between NeuStar, Inc., a Delaware corporation with a principal place of business at 21575 Ridgeway Circle, Sterling, VA, 20166 USA, ("**NeuStar**") and Lexington-Fayette Urban County Government ("**Customer**"), a LEA-Local Agency/Organization, principally located at 200 E. Main Street, Lexington, Kentucky, 40507 (individually a "**Party**" and collectively the "**Parties**").

Explanatory Statements

A. NeuStar operates as the Number Portability Administration Center (the "**NPAC**") Administrator under seven separate agreements covering the former Regional Bell Operating Companies United States Service Areas (the "**Master Agreements**") with the North American Portability Management LLC (the "**NAPM**").

B. As the NPAC Administrator and pursuant to the terms and provisions of the Master Agreements, NeuStar maintains in the NPAC certain data associated with ported telephone numbers ("**TNs**") (the "**User Data**").

C. Customer is:

(i) an agency, or officer thereof, of the United States or of a State or political subdivision thereof, that is empowered by law to conduct investigations of or to make arrests for violations of federal, state or local laws (an "**LEA**" or "**Law Enforcement Agency**");

(ii) an entity, including an agency of the United States or of a State or political subdivision thereof, empowered by or contracted under law to operate or administer a Public Safety Answering Point (PSAP) facility to receive 9-1-1 calls, and, as appropriate, dispatches emergency response services, or transfers or relays such 9-1-1 calls to other public safety operators (a "**PSAP Provider**"); and/or

(iii) an entity that, while neither an LEA nor a PSAP Provider, expressly is authorized or mandated by statute of the United States, or of a State or political subdivision thereof ("**Express Statutory Mandate**"), to operate as, or to maintain, a clearinghouse of information and data to be shared with LEAs or PSAP Providers, or both, in connection with law enforcement investigations or the administration of a PSAP (an "**Authorized Supporting Organization**"), and only during such times such Express Statutory Mandate is in effect.

D. As a result of the introduction of local number portability ("**LNP**"), the historical association of a TN's "**NPA-NXX**" with a specific service provider and switch location is no longer reliable.

E. Customer is hereby making a request to NeuStar for access to certain User Data for use in lawful purposes within the statutory authority of the Customer.

F. NeuStar desires to provide to Customer certain User Data in accordance with this Agreement and under authority of NeuStar's Master Agreements with the NAPM.

Terms and Conditions

1. DEFINITIONS

Capitalized terms and phrases used in this Agreement shall have the meanings set forth herein. Terms that are not defined herein shall be interpreted in the context in which they are used in this Agreement and shall have such meaning solely for purposes of this Agreement.

2. INCORPORATION

The Explanatory Statements set forth above are hereby incorporated herein by reference.

3. SERVICE

3.1. Qualification and Continuing Qualification. The Customer agrees and acknowledges that NeuStar has agreed to provided the Service (as that term is defined in Section 3.2 below) based upon the representations and certifications of the Customer that it is either a Law Enforcement Agency a PSAP Provider, or an Authorized Supporting Organization, including their authorized contractors and agents, and that it will use the LEAP Data Elements (as that term is defined in Section 3.4 below) solely for the uses and subject to the restrictions set forth

in this Agreement, but that NeuStar has verified or may attempt to verify the Customer's organization through the National Public Safety Information Source database (if a Law Enforcement Agency) or through the Public Safety Information Bureau or National Emergency Number Association North American 911 databases (if a PSAP), or other authoritative source, and that the decision of NeuStar as to the foregoing shall be binding. Customer may qualify as an LEA, a PSAP Provider, or both, for purposes of this Agreement, or as an Authorized Supporting Organization.

3.2. LEAP. NeuStar shall provide Customer which may include its authorized contractors and agents, with a service (the "**Service**") consisting of the provision of access, in accordance with Section 3.3 below, to the LEAP Data Elements, as that term is defined below in Section 3.4, solely and exclusively through access to NeuStar's LNP Enhanced Analytical Platform ("**LEAP**").

3.3. Manner of Access. Customer shall access the Service by a virtual private network (machine to machine) or through the Internet (person to GUI). Customer's access to LEAP shall be accomplished by authenticated, secure and encrypted means. Customer is not entitled, either directly or indirectly, to access the NPAC or any NPAC User Data other than the LEAP Data Elements, even if the LEAP is inoperable or inaccessible or even if the LEAP Data or any other aspects of this Service are insufficient, inaccurate or NeuStar breaches or fails to comply with any terms of this Agreement. Customer may query LEAP an unlimited number of times, but may not request LEAP Data Elements for more than 100 TNs per query.

3.4. LEAP Data Elements. For each TN query to LEAP, the Service shall provide only the following current and historical, to the extent feasible, User Data, and no other User Data elements, associated with a TN:

- (a) the underlying service provider's NPAC ID ("**SPID**"),
- (b) the identity of the service provider and the secondary providers identified in the Alternate SPID and Last Alternate SPID associated with that TN;
- (c) the date on which the port(s) from one service provider or secondary provider (by NPAC SPID, Alternate SPID or Last Alternate SPID) to another service provider (by NPAC SPID, Alternate SPID or Last Alternate SPID) occurred with respect to that TN;
- (d) the Alternate SPID associated with that TN;
- (e) the Last Alternate SPID associated with that TN; and,
- (f) the contact name and number, if available, as submitted to the NPAC by each service provider or secondary provider as its law enforcement and/or emergency contact.

The elements referred in (a), (b), (c), (d), (e), and (f) in the immediately preceding sentence shall be referred to as "**LEAP Data Elements.**" Customer acknowledges that LEAP Data Elements are maintained on a regional basis in accordance with the requirements of each, separate regional Master Agreement and that the Service may provide LEAP Data Elements accordingly. The Service shall consist of only providing the LEAP Data Elements, and nothing else.

4. PERMITTED USES

4.1. Customer Use. Subject to the restrictions set forth in Article 5 (Restrictions) and Article 9 (Confidentiality), Customer may use LEAP Data Elements provided by the Service solely for lawful purposes within and pursuant to the statutory authority of the Customer.

4.2. Compliance with Laws. Customer warrants and covenants that its access to the Service and its use of the LEAP Data Elements will comply with all applicable laws, orders and regulations, including those applicable to the NPAC, and including those applicable to User Data.

5. RESTRICTIONS

5.1. Confidentiality & Ownership. The LEAP Data Elements shall remain the Confidential Information and exclusive property of its respective owners.

5.2. Prohibited Actions. Customer is prohibited, subject to damages, injunctive relief and termination of this Agreement, from (a) disclosing, selling, assigning, leasing or otherwise providing the LEAP Data Elements to any third party, including to a local service management system or public database, except as may otherwise be required or permitted by applicable federal, state, or local law, rules, regulations, or orders (the "Applicable Authority"), or (b) commercially exploit the LEAP Data Elements in any way. By way of clarification, and not

limitation, the immediately preceding restrictions require that Customer will not, absent Applicable Authority, share the LEAP Data Elements with other agencies, including law enforcement agencies or departments or other LEAs, PSAP Providers, or Authorized Supporting Organizations that may or may not have executed a LEAP Service Agreement, or share LEAP Data Elements with officers or employees of other agencies or departments, including law enforcement agencies or other LEAs, PSAP Providers, or Authorized Supporting Organizations that may or may not have executed a LEAP Service Agreement. . Notwithstanding the foregoing two sentences, if Customer is an Authorized Supporting Organization, Customer shall not be prohibited from disclosing, selling, assigning, leasing or otherwise providing the LEAP Data Elements to LEAs and PSAP Providers solely with the scope of, and pursuant to, such Customer's Express Statutory Mandate in connection with law enforcement investigations and only during such times such Express Statutory Mandate is in effect

6. TERM & TERMINATION

6.1. Term. This Agreement shall commence on the Effective Date and shall continue for the period set forth in Schedule 1 (Pricing) thereafter (the "**Term**"), provided Customer continues to qualify as an LEA , as PSAP Provider, or as an Authorized Supporting Organization, unless otherwise earlier terminated in accordance with this Agreement.

6.2. Default Termination. In the event that Customer commits a material breach of any obligation hereunder, NeuStar may, by giving notice to Customer, immediately suspend or terminate this Agreement. For the purposes of this Article 6.2, and by way of example and not limitation, the following shall be considered a material breach of an obligation under this Agreement, thereby allowing NeuStar to terminate or suspend this Agreement, as specified below:

(a) any representation or warranty made by Customer which was or turns out to be incorrect in any respect, including, without limitation, Customer's warranty under Article 4.2 that its access to the Service and its use of the LEAP Data Elements will comply with all applicable laws, orders and regulations, including those applicable to the NPAC, and including those applicable to User Data, and Customer's qualification as an LEA and/or PSAP Provider, or an Authorized Supporting Organization under Section 3.1 above;

(b) non-payment by Customer,

(c) failure by Customer to comply with its obligations and covenants under Article 4 (Permitted Uses), the restrictions in Article 5 (Restrictions), and the obligations under Article 9 (Confidentiality); or

(d) failure by Customer to deliver an accurate certification to NeuStar in accordance with Section 3.1 (Qualification and Continuing Qualification) or if NeuStar determines, by reason of the certification or otherwise, that Customer no longer qualifies as an LEA, PSAP Provider, or an Authorized Supporting Organization, including, but not limited to, by reason of attempted assignment, merger, consolidation, name change, change in identity or other reorganization of the Customer.

NeuStar may suspend this Agreement and the provision of Services, as it may determine in its discretion, for no more than sixty (60) days without cure, upon the occurrence of those events set forth in (b) and (c) above, and even in such event, if such occurrences are not cured to the satisfaction of NeuStar by the 60th day, this Agreement shall be terminated immediately on the 61st day thereafter. Notwithstanding the foregoing, the occurrence of the event set forth in (a) or (d) above shall result in the immediate termination of this Agreement. NeuStar may pursue any legal or equitable remedies it may have under applicable law or principles of equity relating to such breach in addition to rights of termination of this Agreement as set forth in this Article 6.

6.3. Convenience Termination by Customer. Customer may terminate this Agreement for its convenience and without cause or reason, upon sixty (60) days prior written notice. Upon such termination of this Agreement for convenience, NeuStar shall discontinue providing the Service on the 61st day after such notice, and NeuStar shall not be obligated to return to Customer any amounts of compensation paid with respect to the remaining term of this Agreement prior to such termination.

6.4. Termination upon Revocation of Authority. Customer hereby acknowledges and agrees that any rights NeuStar may have to offer the Service, including the LEAP Data Elements, and any rights Customer may have to receive the Service, including the LEAP Data Elements, under this Agreement are subject to continued authority to do so under NeuStar's Master Agreements with the NAPM, and any applicable laws, rules, orders and regulations. If such authority is revoked, NeuStar may terminate or suspend this Agreement immediately and

without prior notice, and NeuStar shall not be obligated to return to Customer any amounts of compensation paid with respect to the remaining term of this Agreement prior to such termination.

6.5. Termination upon Regulatory Event. Customer hereby acknowledges and agrees that this Agreement shall terminate and NeuStar will cease providing the Service upon the issuance of either of the following: (1) any valid order of the Federal Communications Commission (the "FCC"), any other regulatory agency having jurisdiction over the NPAC or any court of competent jurisdiction, (a) determining that the Service is inconsistent with or in violation of applicable law or (b) enjoining the provision of the Service, and that, following any such order, NeuStar shall not provide the Service unless or until such order is rescinded, overturned or modified to permit the provision of the Service by a final order of the relevant agency, court or a reviewing court; or (2) upon the direction of the FCC or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of Statement of Work 53 under the Master Agreements between NeuStar and the NAPM, or upon a finding or determination of the FCC or any other regulatory body that the continued provision of the Service is contrary to or inconsistent with the duties or roles of NeuStar as NPAC Administrator or the NAPM, in any way. If such a final order is issued which rescinds, overturns or modifies any order, rule or regulation prohibiting the Service and which expressly permits the provision of the Service and the Service is offered again, the Customer agrees that the Service will only be provided upon application for such Service and execution of a new Agreement for the relevant term, it being the intention and understanding of the parties that the termination of the Service and this Agreement under this Article 6.5 is a termination and not a suspension.

6.6. Effect. Termination or expiration refers to the termination of the Parties' respective commitments and obligations from and after the date of such termination or expiration, but does not relieve the Parties of their payment and other obligations incurred prior to the date of termination or expiration. Customer is not entitled to a refund of any unused portion of any payments made to NeuStar for the Service if this Agreement is terminated under Section 6.2 (Default Termination) or Section 6.3 (Convenience Termination) or if this Agreement is terminated under Section 6.4 (Termination upon Revocation of Authority) or Section 6.5 (Termination upon Regulatory Event).

7. COMPENSATION

7.1. Payment. Customer shall pay to Neustar the amounts set forth in and in accordance with Schedule 1 to this Agreement.

7.2. Basic Obligations. If NeuStar finds it necessary to render an invoice to Customer hereunder for any reason, payment thereunder shall be due and payable no later than thirty (30) days after the date of the invoice. Any amounts not paid when due shall be assessed interest at a monthly rate equal to one and one half percent (1.5%) or the maximum rate allowed by law, whichever is less, from the date the payment was due except when otherwise preempted by applicable law of the jurisdiction under which Customer, as an LEA, a PSAP Provider, of an Authorized Supporting Organization, is authorized. If NeuStar commences legal proceedings to collect any payment due to it hereunder, Customer shall be responsible for and pay all reasonable attorneys' fees, court costs and other reasonable collection expenses incurred by NeuStar except when otherwise preempted by applicable law of the jurisdiction under which Customer, as an LEA, PSAP Provider, or an Authorized Supporting Organization, is authorized.

7.3. Federal Obligations. If the Customer is subject to Federal law, then in accordance with the Prompt Payment Act (31 U.S.C. § 3903) and prompt payment regulations at 5 C.F.R. § 13154(g), all payments will be made in U.S. dollars within thirty (30) days after the Service was made electronically available to Customer or otherwise delivered in accordance with this Agreement, and properly invoiced. Any late payments will be subject to the late payment provisions of 5 C.F.R. Part 1315.4(i) [Late Payment Interest Penalties]. Disputes regarding payment amounts shall be subject to the Contracts Disputes Act (41 U.S.C. § 601).

7.4. Taxes. Unless specifically set forth in an invoice, all charges to Customer are calculated exclusive of any applicable federal, state or local use, excise, value-added, gross receipts, sales and privilege taxes, duties, universal service assessments or similar liabilities (other than general income or property taxes imposed on NeuStar) associated with the Service, whether charged to NeuStar, its suppliers or affiliates.

8. INTELLECTUAL PROPERTY

No right, including by way of license, title or interest, in intellectual property of any kind shall be deemed to have been granted by NeuStar to Customer, except as otherwise expressly authorized herein.

9. CONFIDENTIALITY

9.1. Confidential Information. Customer and NeuStar each acknowledges that in the course of providing and receiving the Service, each may have access to confidential or proprietary information (“**Confidential Information**”) of the other or third parties. Confidential Information shall mean all information, disclosed in any form, which (a) concerns the operations, plans, know-how, trade secrets, business affairs, personnel, customers or suppliers of NeuStar or any third party; (b) Customer knows or might reasonably expect is regarded by NeuStar or a third party as Confidential Information; (c) is designated as confidential, restricted, proprietary, or with similar designation; (d) the Service and any data provided by NeuStar from the NPAC, including the LEAP Data Elements; and (e) if the Customer is an LEA, concerns the target of investigations.

9.2. Exclusions. Confidential Information excludes any information that can be demonstrated (a) at the time of disclosure, was in the public domain or in the possession of the receiving party; (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving party without any obligation to restrict its further use or disclosure; (d) was independently developed by the receiving party without reference to Confidential Information of the disclosing party; or (e) was required to be disclosed to satisfy a legal requirement of a competent government body.

9.3. Obligations. Confidential Information shall remain the property of its owner. Customer shall use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature. In the event of any disclosure or loss of, or inability to account for, any Confidential Information, Customer shall promptly, and at its own expense notify NeuStar in writing, and take such actions as may be necessary and cooperate in all reasonable respects to minimize the violation and any damage resulting therefrom. If Customer receives a request to disclose Confidential Information, it shall immediately upon receiving such request, and to the extent that it may legally do so, advise NeuStar promptly and prior to making such disclosure in order that NeuStar, the NAPM, or the third party owner of such Confidential Information may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

9.4. Reports. Customer hereby acknowledges that NeuStar is required to report to the NAPM the identity of Customer, and the Customer expressly agrees to such disclosure without limitations as a condition to this Agreement and fully acknowledges that there shall be no duty on the NAPM or its Members to keep such identity confidential.

10. REPRESENTATIONS, WARRANTIES & DISCLAIMERS

10.1. Customer. In addition to other representations and warranties set forth in this Agreement, including but not limited to the warranty set forth in Article 4.2, Customer expressly represents and warrants that:

(a) it has submitted a complete and accurate application to NeuStar for qualifying as a “Customer” under this Agreement; and

(b) it is (i) an LEA, (ii) an Authorized Supporting Organization, or (iii) an Authorized Supporting Organization (as those terms are defined in the Explanatory Statement), and it has submitted a complete and accurate certification to that effect to NeuStar.

10.2. Disclaimers

(a) **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL SERVICES PROVIDED HEREUNDER, INCLUDING THE LEAP DATA ELEMENTS AND ANY OTHER INFORMATION OR DATA FROM THE NPAC, ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND NEITHER NEUSTAR NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY OTHER THIRD PARTY INCLUDING, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND**

NONINFRINGEMENT RELATING TO ANYTHING PROVIDED OR USED OR DESCRIBED HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

(b) NEITHER NEUSTAR NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY OTHER THIRD PARTY WITH RESPECT TO THE SUFFICIENCY OR ADEQUACY OF THE LEAP DATA ELEMENTS, OR ANY OTHER INFORMATION OR DATA PROVIDED TO CUSTOMER, WHETHER OR NOT PART OF THE SERVICE, IN ASSISTING WITH THE CONDUCT OF ANY INVESTIGATION UNDER THE CUSTOMERS STATUTORY AUTHORITY, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

11. LIABILITY

11.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL NEUSTAR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, CLAIMS OF LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, AND ANY FINES OR OTHER LOSSES IMPOSED BY ANY GOVERNMENTAL AUTHORITY, WHETHER LOCAL, STATE OR FEDERAL, INCLUDING WITHOUT LIMITATION THE U.S. FEDERAL COMMUNICATIONS COMMISSION, FOR FAILURE TO COMPLY WITH ANY LAW, RULE, ORDER OR REGULATION, WHETHER SUCH CLAIM IS INCHOATE OR NOT INCHOATE, WHETHER BY STATUTE, IN TORT, OR IN CONTRACT, INCURRED BY CUSOTMER, EVEN IF NEUSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Direct Damages. NEUSTAR'S AGGREGATE LIABILITY HEREUNDER SHALL BE LIMITED TO THE LESSER OF (i) ACTUAL DIRECT DAMAGES, AND (ii) THE AMOUNTS ACTUALLY PAID TO NEUSTAR BY CUSTOMER IN CONNECTION WITH THE SERVICE OVER THE PRECEDEING SIX (6) MONTHS OF THE CURRENT TERM OR RENEWAL TERM FROM THE TIME THE EVENT RESULTING IN LIABILITY OCCURS.

11.3. Non-liability of NAPM and Users

(a) Customer agrees and expressly acknowledges that the rights of termination under the Master Agreements between NeuStar and the NAPM are absolute exclusions from liability with respect to the NAPM and its Members and the exclusion from liability with respect to "Users" and "End-Users" for any amounts that would have otherwise been due and payable by Customer under the terms and conditions of this Agreement or as a result of the provision of the Service upon the termination of the provision the Service (the "Unpaid Charges") without an explicit rule, regulation, order, opinion or decision of the FCC or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of the Master Agreements directing the responsibility and liability for payment of those Unpaid Charges by Users or End Users.

(b) CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE NAPM IS ENTITLED, IN ITS SOLE AND COMPLETE DISCRETION, TO EXERCISE OVERSIGHT OF NEUSTAR'S COMPLIANCE WITH THE MASTER AGREEMENTS, TO NEGOTIATE AMENDMENTS TO THE MASTER AGREEMENT AND TO TERMINATE THE MASTER AGREEMENTS IN ACCORDANCE WITH ITS TERMS. NOTWITHSTANDING THE FOREGOING, IN EACH INSTANCE, CUSTOMER AGREES THAT IT HAS NO CAUSE OF ACTION OF ANY TYPE OR CHARACTER AGAINST THE NAPM OR ITS MEMBERS AND THAT IT SHALL MAKE NO CLAIM, UNDER ANY THEORY OF LIABILITY INCLUDING WITHOUT LIMITATION, ANY CONTRACT CLAIM, CLAIM FOR ANY CAUSE WHATSOEVER INCLUDING WITHOUT LIMITATION, INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS OR ANY RELATED CAUSE OF ACTION AGAINST NAPM OR ITS MEMBERS FOR NAPM'S ADMINISTRATION, NEGOTIATION OF ANY STATEMENT OF WORK, RENEGOTIATION OR TERMINATION OF THE MASTER AGREEMENTS.

11.4. Force Majeure. Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control (a "**Force Majeure Event**") including an "act of God", insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or any similar act or omission beyond the reasonable control of any Party. Upon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with a Party's performance under this Agreement, each Party shall be excused from performance of its obligations during the period of such interference, provided that such Party uses all reasonable commercial efforts to avoid or remove such causes of nonperformance.

12. GENERAL

12.1. Assignment. Customer may not assign or otherwise transfer all or any portion of its rights or obligations under this Agreement. Any party to this Agreement must be qualified in accordance with the procedures in effect (see Section 3.1), prior to execution of this Agreement and upon the change in the identity of the Customer for any reason, then surviving party or assignee must re-apply and this Agreement shall terminate.

12.2. Notices. Any notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) one (1) business day after being transmitted via an express, overnight courier with a reliable system for tracking delivery, delivery costs paid (c) when sent by confirmed facsimile with a copy delivered by another means specified in this Section, or (d) on the day an authorized employee of the receiving party accepts receipt in writing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, to the address listed on the first page of this Agreement. A Party may from time to time change its address or designee for notice purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

12.3. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the Parties.

12.4. Relationship of Parties. The Parties are independent contractors, bound to each other only as provided for herein. Neither Party has the authority to bind, act on behalf of or represent the other. Except as expressly set forth in this Agreement, nothing in this Agreement creates a relationship of partnership, employer and employee, principal and agent, master and servant, or franchisor and franchisee.

12.5. Severability and Modification. If any provision of this Agreement is held invalid or unenforceable, then the remaining provision of this Agreement shall become null and void and be of no further force or effect. If by rule, regulation, order, opinion or decision of the Federal Communications Commission or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of this Agreement, this Agreement is required to be rescinded or is declared ineffective or void in whole or in part, whether temporarily, permanently or ab initio, immediately upon such determination and without any requirement on any Party to appeal, protest or otherwise seek clarification of such determination, this Agreement shall be rescinded and of no further force or effect.

12.6. Consents and Approval. Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed, conditioned or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

12.7. Waiver of Default. No waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, waiver, or discharge is sought to be enforced. A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

12.8. Cumulative Remedies. Except as otherwise expressly provided, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

12.9. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration (in whole or in part) shall survive any such termination or expiration (in whole or in part, as applicable) and continue in full force and effect. Without limiting the foregoing, Customer agrees and expressly acknowledges that upon any termination of this Agreement, the restrictions with respect to User Data in general, and LEAP Data Elements in particular, set forth in Article 4 and Article 5 shall survive such termination.

12.10. Third Party Beneficiaries. This Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties, or to give any right to either Party to enforce this Agreement on behalf of a third party, except that the NAPM shall be considered a third party beneficiary. Accordingly, the NAPM shall have the right to enforce the provisions of this Agreement regarding termination under Articles 6.2, 6.4 and 6.5 of this Agreement, without liability, subject to the arbitration provisions of Article.

12.11. Governing Law & Venue. This Agreement and performance under them shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its choice of law principles or the U.N Convention on Contracts for the International Sale of Goods, (b) the Parties hereby expressly opt-out from the applicability of any State's version of the Uniform Computer Information Transactions Act, and (c) the Parties hereby submit to the exclusive jurisdiction of the State and Federal courts of the Commonwealth of Kentucky.

12.12. Waiver of Jury Trial. To the extent applicable, the Parties each waive any right they may have to a trial by jury in any legal proceeding arising from or related to this Agreement.

12.13. Dispute. Any dispute (the "Dispute") arising out of or related to this Agreement that cannot be resolved by negotiation, shall be settled in accordance with this Section 12.13. All Disputes shall be settled through a mediation or arbitration process agreeable to the parties. Any Party aggrieved by a decision on appeal to the FCC or a State Commission may exercise the right to obtain judicial review thereof in accordance with applicable law.

12.14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter in this Agreement, and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained therein. This Agreement may be modified only by a written instrument executed by both Parties.

THIS LEAP SERVICE AGREEMENT IS EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES.

Lexington-Fayette Urban County Government:

By: 

Name: Jim Gray

Title: Mayor

Date: 12-Nov-2016

Address: 200 E. Main Street,
Lexington, Kentucky 40507

NeuStar, Inc. :

By: 

Name: Heather Hoffert

Title: VP Finance

Date: Oct 17, 2016

Address: 21575 Ridgetop Circle, Sterling,
Commonwealth of Virginia, 20166

**SCHEDULE 1
TO
LEAP SERVICE AGREEMENT
Pricing**

NEUSTAR

SCHEDULE 1 TO LEAP SERVICE AGREEMENT

Pricing

1. PRICING

Customer shall pay to NeuStar the fees set forth in this Schedule 1 (the “**Annual Subscription Fee**”). Payment in full of the Annual Subscription Fee entitles Customer to a site license to access the Service provided under the LEAP Service Agreement. For purposes of the LEAP Services Agreement and this Schedule, a “Transaction” shall mean the processing by NeuStar of a telephone number submitted to the Law Enforcement Analytical Platform (LEAP); i.e. one telephone number submitted to LEAP and processed by NeuStar results in one Transaction.

Customer shall elect an Annual Subscription Fee and associated tier of Transaction Level set forth in the table immediately below. In exchange for payment of the Annual Subscription Fee, Customer shall be entitled to the amount of Transactions selected in the Transaction Level for each twelve-month period of the Term (as defined in Section 2 below).

Subscription Level	Transaction Level	Annual Subscription Fee
Bronze	0 – 2,000	\$500
Silver	0 - 25,000	\$2,000
Gold	0 – 50,000	\$3,200
Platinum	0-200,000	\$5,000

If the amount of Transactions processed exceeds the Transaction Level selected above, then Customer shall pay to NeuStar an incremental charge equal to \$0.50 per Transaction for those Transactions above the Transaction Level.

CUSTOMER HEREBY SELECTS Silver SUBSCRIPTION LEVEL

2. TERM

The LEAP Service Agreement shall take effect on the last date of execution (its Effective Date), and continue in full force and effect for 3 yrs thereafter (the “Term”). If Customer does not elect a Term, the Term is deemed to equal one (1) year.

3. BILLING AGENTS

If Customer desires for NeuStar to send invoices directly to Customer’s billing agent (the “Billing Agent”), then Customer must send to NeuStar a written letter of agency that (a) identifies and appoints a third party as Customer’s Billing Agent for purposes of receiving invoices and making payment thereunder, (b) authorizes NeuStar to send Customer’s invoices to the Billing Agent, and (c) authorizes the Billing Agent to pay to NeuStar, on behalf of Customer, all amounts that may be due under the LEAP Service Agreement. Notwithstanding the preceding, Customer remains ultimately responsible for the payment of all amounts due under the LEAP Service Agreement,

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unless otherwise provided by applicable law. This limited authorization is revocable at any time upon written notification to NeuStar and Billing Agent.

4. NPAC AND LEAP SERVICE AGREEMENT

The LEAP Data Elements provided to Customer under the Service is derived from the regional, United States Number Portability Administration Center (NPAC) under administration by NeuStar. Customer's access to LEAP and use of LEAP Data Elements is subject to the requirements of the LEAP Service Agreement.

5. CONNECTIVITY CHARGES

NeuStar offers Virtual Private Network (VPN) connectivity to Customers for the purpose of accessing LEAP. If elected by Customer, the charge for such VPN connectivity equals Five Hundred Dollars (\$500) per year.

CUSTOMER HEREBY ELECTS/DECLINES VPN CONNECTIVITY

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