



ELEP SERVICE AGREEMENT

Contract Number: _____

This ELEP Service Agreement (the “**Agreement**”) is entered into this ___ day of _____, 201__ (the “**Effective Date**”) by and between Telcordia Technologies, Inc. dba iconectiv, a Delaware corporation with a principal place of business at 440 Hoes Lane, Piscataway, NJ 08854 USA, (“**iconectiv**”) and _____ (“**Customer**”), a _____ principally located at _____ (individually a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, iconectiv has executed master agreements with the North American Portability Management LLC (the “**NAPM**”) to operate the Number Portability Administration Center (the “**NPAC**”) and serve as the Local Number Portability Administrator (the “**LNPA**”) in the seven regions covering the former Regional Bell Operating Companies United States Service Areas (the “**Master Agreements**”); and

WHEREAS, as the LNPA, iconectiv maintains in the NPAC certain data associated with ported telephone numbers (“**TNs**”) (the “**User Data**”) and is required to provide and administer an Enhanced Law Enforcement Platform (“**ELEP**”); and

WHEREAS, 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 (a “**Law Enforcement Agency**” or “**LEAs**”); and/or
- (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, dispatch emergency response services, or transfers or relays such 9-1-1 calls to another public safety operator (a “**PSAP Provider**”); and/or
- (iii) an entity 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

WHEREAS, Customer wishes to receive Services (as that term is defined in Section 4.2 of this Agreement) for access to certain User Data for use in lawful purposes within the statutory authority of the Customer; and

WHEREAS, iconectiv is willing to provide Services to Customer in accordance with the terms of this Agreement:

NOW THEREFORE, for and in consideration of the premises and mutual promises and covenants contains herein, it is hereby agreed as follows:

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ICONECTIV AND CUSTOMER CONFIDENTIAL - RESTRICTED ACCESS

This document and the confidential information it contains shall be distributed, routed or made available solely to authorized persons having a need to know within iconectiv and CUSTOMER, except with written permission of iconectiv.
Telcordia Technologies, Inc.
dba iconectiv.

1. DEFINITIONS

All capitalized terms and phrases used in this Agreement shall have the meanings set forth herein. Capitalized 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. TERM

This Agreement shall commence on the Effective Date and shall continue for the period set forth in Attachment 1 (Pricing) thereafter (the “Term”), provided Customer continues to qualify as an LEA, as a PSAP Provider, or as an Authorized Supporting Organization, unless otherwise terminated earlier in accordance with Section 9 of this Agreement.

3. COMPENSATION AND PAYMENT TERMS

3.1. Compensation. The charges for the Services shall be as set forth on Attachment 1 (Pricing) attached hereto.

3.2. Obligation to Pay for Services. Customer agrees to pay iconectiv the amounts set forth on Attachment 1 (Pricing) and shall pay for Services via check or wire transfer as specified on the invoice.

3.3. Basic Obligations. All invoices shall be due and payable no later than thirty (30) days from the date of the invoice.

3.4. Late Payments. Overdue payments are subject to a late payment charge, calculated and compounded monthly, and calculated at a rate of either (1) two per cent (2%) per annum over the prime rate available in New York City, as published in *The Wall Street Journal* on the first Monday (or the next bank business day) following the payment due date; or (2) One and one half percent per month (1.5%), whichever shall be higher. If the amount of the late payment charge exceeds the maximum permitted by law, the charge will be reduced to that maximum amount.

3.5. 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 on the date payment is due under the contract for the item of property or service provided 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).

3.6. Taxes. Customer shall pay or reimburse iconectiv for all sales or use taxes, duties, or levies imposed by any authority, government or government agency (other than those levied on the net income of iconectiv) in connection with this Agreement. If iconectiv is required to collect a tax to be paid by Customer, Customer shall pay this tax on demand.

4. SERVICE

4.1. Qualification and Continuing Qualification. Customer agrees and acknowledges that iconectiv has agreed to provide the “Service” (as that term is defined in Section 4.2 below) based upon the representations and certifications of the Customer that it is either an LEA, a PSAP Provider, or an Authorized Supporting Organization, including their authorized contractors and agents (collectively to be referred to as “Qualified Recipients”), and that it will use the ELEP Data Elements (as that term is defined in Section 4.3 below) solely for the uses and subject to the restrictions set forth in this Agreement. Customer further agrees and acknowledges that iconectiv has verified and may attempt to verify at any time (no less than once per year) 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 Provider),

or other authoritative source (“**ELEP Sources**”), as well as the ELEP applicant’s name, title, and, if applicable, badge number or other applicable ID by contacting the identified organization’s contact information set forth in the ELEP Sources, and that the decision of iconectiv as to Customer’s qualification and continued qualification 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.

4.2. ELEP. iconectiv shall provide Customer (which may include its authorized contractors or others as set forth in Section 4.9 of this Agreement) with a service (the “**Service**”) consisting of the provision of access, in accordance with Section 4.4 below, to the ELEP Data Elements, as that term is defined below in Section 4.3, solely and exclusively through access to iconectiv’s **ELEP**.

4.3. ELEP Data Elements. For each TN query to ELEP, 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 NPAC ID (“**SPID**”) of the service provider associated with a TN;
- (b) the identity of that service provider and of the secondary providers identified by the Alternate Service Provider Identification (“*AltSPID*”) and the data element in the NPAC/SMS that contains the last Alternate Service Provider Identification for a specific TN (“*Last AltSPID*”) parameters of the Optional Data Field associated with that TN;
- (c) the date on which the port(s) from one service provider or secondary provider (by NPAC *SPID*, *AltSPID* or *Last AltSPID*) to another service provider (by NPAC *SPID*, *AltSPID* or *Last AltSPID*) occurred with respect to that TN;
- (d) the *AltSPID* parameter under the Optional Data Field associated with that TN;
- (e) the *Last AltSPID* parameter of the Optional Data Field associated with that TN; and
- (f) the current contact name and telephone number, if available, for each service provider and secondary provider as submitted in any manner to the NPAC by the 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 “**ELEP Data Elements.**” Customer acknowledges that ELEP 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 ELEP Data Elements accordingly. The Service shall consist of only providing the ELEP Data Elements, and no other User Data elements.

4.4. Manner of Access. Customer shall access the Service by a virtual private network (machine to machine) or through the Internet (person to GUI) via an electronic interface selected by iconectiv. Customer’s access to ELEP 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 ELEP Data Elements, even if the ELEP is inoperable or inaccessible or even if the ELEP Data or any other aspects of this Service are insufficient, inaccurate or iconectiv breaches or fails to comply with any terms of this Agreement. ELEP shall not provide Qualified Recipients, either directly or indirectly, access to the NPAC or any NPAC User Data other than the ELEP Data Elements in accordance with this Section 4.4.

4.5. Queries. Customer may query ELEP an unlimited number of times, but may not request ELEP Data Elements for more than 100 TNs per query.

4.6 ELEP Provisioning. iconectiv shall employ a Local Service Management System (“LSMS”) to provision current and historical ELEP Data Elements into ELEP, where historical ELEP Data Elements means, when feasible for and to the extent available to iconectiv, ELEP Data Elements as of January 1, 2004. For Qualified Recipients that qualified solely as PSAPs (i.e., not also as a LEA), historical ELEP Data Elements shall be limited to ELEP Data Elements associated with the current plus the immediately-previous TSP.

4.7 Ownership. The ELEP Data Elements shall remain the Confidential Information and exclusive property of its respective owners.

4.8 Permitted Uses. Customer may use ELEP Data Elements provided by the Service solely for lawful purposes within and pursuant to the statutory authority of the Customer, subject to the restrictions set forth in Section 4.9 below and confidentiality obligations set forth in Section 5 of this Agreement.

4.9 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 ELEP 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 or (b) commercially exploiting the ELEP Data Elements in any way. By way of clarification, and not limitation, the immediately preceding restrictions require that Customer will not share the ELEP Data Elements with other agencies or departments or with other Qualified Recipients or share ELEP Data Elements with officers or employees of other agencies or departments or with other Qualified Recipients. Notwithstanding the foregoing, a Qualified Recipient may share the ELEP Data Elements to its contractors and, with respect to a PSAP, a subtending or secondary PSAP, for lawful purposes within the statutory authority of the Qualified Recipient

4.10 Scheduled Maintenance. The maintenance window for Service will be between 12:00 AM to 7:00 AM Central Time every Sunday, with the exception of the first Sunday of each month, when the maintenance window will be between 12:00 AM to 9:00 AM Central Time.

5. CONFIDENTIALITY

5.1 Confidential Information. Customer and iconectiv each acknowledge that in the course of providing and receiving the Service, each may have/has 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) is non-public information concerning business, technical, financial or any other nature concerning a Party, its customers or suppliers or any third party to which a Party has a duty of confidentiality to; (b) Customer knows or might reasonably expect is regarded by iconectiv 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 iconectiv from the NPAC, including the ELEP Data Elements; and (e) if the Customer is an LEA, any information regarding investigations.

5.2 Exclusions. Confidential Information excludes any information that can be demonstrated (a) was previously known to the recipient free of any obligation to keep confidential and free of any restriction on use and disclosure; (b) is received from third persons without restrictions on use and disclosure and without breach of any agreement with the owner; (c) is disclosed to third persons by the owner without restrictions on use and disclosure; (d) is independently developed by or for the recipient without reference to Confidential Information of the disclosing party; or (e) is approved for release by written authorization of the owner; (f) was required to be disclosed to satisfy a legal requirement of a competent government body. The prohibitions set forth in Section 4.9 with respect to User Data and ELEP Data Elements obtained through the Service and Customer’s obligations regarding the use to such User Data and ELEP Data Elements shall continue to apply to Customer whether or not such information is excluded from being Confidential Information pursuant to this Section 5.2.

5.3 Disclosure. Confidential Information shall remain the property of its owner. A Party 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, a Party shall promptly, and at its own expense notify the owner 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 a Party 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 the owner promptly and prior to making such disclosure in order that the owner, the NAPM, or the third party owner of such Confidential Information may interpose an objection to such disclosure, take action to ensure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

5.4 Reports. Customer hereby acknowledges that iconectiv 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.

6. INTELLECTUAL PROPERTY

Except as otherwise expressly set forth in this Agreement, no direct or indirect ownership interest or license rights or other intellectual property rights in or to any iconectiv software, patents, or information are granted or created by implication in this Agreement.

7. REPRESENTATIONS, WARRANTIES & DISCLAIMERS

7.1. Customer. In addition to other representations and warranties set forth in this Agreement, Customer expressly represents, certifies and warrants that:

(a) its access to the Service and its use of the ELEP Data Elements will comply with all applicable laws, orders and regulations, including those applicable to the NPAC, and including those applicable to User Data;

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

(c) it is (i) an LEA, (ii) a PSAP Provider, or (iii) an Authorized Supporting Organization (as those terms are defined in the Recitals), and it has submitted a complete and accurate certification to that effect to iconectiv;

(d) it will not disclose, sell, assign, lease or otherwise provide ELEP Data Elements to any other party, including to a local service management system or public database, except as may otherwise be required by applicable federal, state, or local law, rules, regulations, or orders; and

(e) it will not commercially exploit the ELEP Data Elements in any way.

By way of clarification, and not limitation, the immediately preceding restrictions in (d) above and in (e) above require that a Qualified Recipient will not disclose, sell, assign, lease or otherwise provide the ELEP Data Elements with other agencies or with other Qualified Recipients or share ELEP Data Elements with officers or employees of other agencies or Qualified Recipients. Notwithstanding the foregoing, a Qualified Recipient may share the ELEP Data Elements to its contractors and, with respect to a PSAP, a subtending or secondary PSAP, for lawful purposes within the statutory authority of the Qualified Recipient.

Disclaimers

(f) EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL SERVICES PROVIDED HEREUNDER, INCLUDING THE ELEP DATA ELEMENTS AND ANY OTHER

INFORMATION OR DATA FROM THE NPAC, ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND NEITHER ICONECTIV NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY THIRD PARTY INCLUDING, WHETHER EXPRESS, IMPLIED OR STATUTORY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, RELATING TO ANYTHING PROVIDED OR USED OR DESCRIBED HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

(g) NEITHER ICONECTIV NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO THE SUFFICIENCY OR ADEQUACY OF THE ELEM 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 CUSTOMER’S STATUTORY AUTHORITY, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

8. LIABILITY

8.1. **Disclaimer of Indirect Damages.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ICONECTIV, 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 (“FCC”), FOR FAILURE TO COMPLY WITH ANY LAW, RULE, ORDER OR REGULATION, WHETHER BY STATUTE, IN TORT, OR IN CONTRACT, INCURRED BY CUSTOMER, EVEN IF ICONECTIV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. **Direct Damages.** ICONECTIV’S AGGREGATE LIABILITY HEREUNDER SHALL BE LIMITED TO THE LESSER OF (i) ACTUAL DIRECT DAMAGES, OR (ii) THE AMOUNTS ACTUALLY PAID TO ICONECTIV BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE DATE (EVENT) GIVING RISE TO THE CLAIM AND THE LIABILITY OCCURS.

8.3. Non-liability of NAPM and Users

(a) Customer agrees and expressly acknowledges that the rights of termination under the Master Agreements between iconectiv and the NAPM are absolute exclusions from liability with respect to the NAPM 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. The term “User(s)” shall mean user(s) of the Service, and the term “End-Users” shall mean customers, if any, of the Customer.

(b) CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE NAPM IS ENTITLED, IN ITS SOLE AND COMPLETE DISCRETION, TO EXERCISE OVERSIGHT OF

ICONECTIV'S COMPLIANCE WITH THE MASTER AGREEMENTS, TO NEGOTIATE AMENDMENTS TO THE MASTER AGREEMENT AND TO TERMINATE THE MASTER AGREEMENTS IN ACCORDANCE WITH ITS TERMS WHICH MAY IMPACT THE TERMS OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN EACH INSTANCE, CUSTOMER AGREES THAT IT HAS NO CAUSE OF ACTION OF ANY KIND AGAINST THE NAPM 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 RELATED TO THIS AGREEMENT.

8.4. Force Majeure. Neither Party shall be liable for any loss or damage, delay or failure in performance due to events outside the defaulting Party's reasonable control, (a **"Force Majeure Event"**) including acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or acts or omissions of government, 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, 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, the obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay, provided that such Party uses all reasonable commercial efforts to avoid or remove such causes of nonperformance.

9. TERMINATION

9.1. Termination for Breach. In the event that Customer commits a material breach of any obligation hereunder, iconectiv may, by giving notice to Customer, immediately suspend or terminate this Agreement. For the purposes of this Section 9.1, and by way of example and not limitation, the following shall be considered a material breach of an obligation under this Agreement, allowing iconectiv 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 Section 7.1 that its access to the Service and its use of the ELEP Data Elements will comply with all applicable laws, orders and regulations, including those applicable to the NPAC, and including those applicable to User Data;

(b) non-payment by Customer;

(c) failure by Customer to comply with its obligations under Sections 4.8 and 4.9 with respect to permitted use and restrictions on use of the ELEP Data Elements, and the obligations under Section 9 (Confidentiality); or

(d) failure by Customer to deliver an accurate certification to iconectiv in accordance with Section 3.1 (Qualification and Continuing Qualification) or if iconectiv determines, by reason of the certification or otherwise, that Customer no longer qualifies as an LEA, a 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.

The occurrence of an event set forth in subsection (a) or (d) above shall result in immediate termination of this Agreement without prior notice. With the occurrence of an event set forth in subsection (b) or (c) above, iconectiv immediately may suspend this Agreement and the provision of Services, as it may determine in its discretion with notice to Customer, in lieu of immediate termination of this Agreement, and if such occurrences are not cured to the satisfaction of iconectiv by the 60th day from such notice, this Agreement shall be terminated immediately on the 61st day thereafter; provided, however, that upon

suspension of this Agreement Customer shall not be permitted to access the Service during such suspension. iconectiv 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 Section 9.

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

9.3. Termination upon Revocation of Authority. Customer hereby acknowledges and agrees that any rights iconectiv may have to offer the Service, including the ELEP Data Elements, and any rights Customer may have to receive the Service, including the ELEP Data Elements, under this Agreement are subject to continued authority to do so under iconectiv's Master Agreements with the NAPM, and any applicable laws, rules, orders and regulations. If such authority is revoked, terminated, or suspended, iconectiv may terminate or suspend this Agreement immediately and without prior notice and without liability, and iconectiv 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.

9.4. Suspension or Termination upon Regulatory Event. Customer hereby acknowledges and agrees that this Agreement shall immediately be terminated, discontinued or suspended and iconectiv will cease providing the Service upon the issuance of any order or direction of the FCC, any other regulatory agency having jurisdiction over the NPAC or Service, or any court of competent jurisdiction, (a) determining that the Service is inconsistent with or in violation of applicable law or that the continued provision of the Service is contrary to or inconsistent with the duties or roles of iconectiv or the NAPM in any way, or (b) enjoining the provision of the Service, and that, following any such order, iconectiv 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. To the extent any final order is issued which rescinds, overturns or modifies any prior order, rule or regulation that prohibited the Service, Customer agrees that the Service will only be provided upon a new application for such Service and execution of a new Agreement for the relevant term.

9.5. Effect of Termination. Upon termination or expiration of this Agreement, iconectiv will have no further obligation to provide the Service to Customer and Customer will have no further right to access the Service. Customer is not entitled to a refund of any unused portion of any payments made to iconectiv for the Service if this Agreement is terminated pursuant to the terms of this Section 9. Notwithstanding the termination or expiration of this Agreement, pursuant to Section 10.9, Customer agrees and acknowledges that its obligations and the restrictions with respect to User Data and ELEP Data Elements set forth in this Agreement survive termination of this Agreement or the expiration of the Term.

10. GENERAL

10.1. Assignment. Customer may not assign or otherwise transfer in whole or in part any portion of its rights or obligations under this Agreement, without iconectiv's prior written consent. Customer must be qualified in accordance with the procedures in effect (see Section 4.1), 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.

10.2. 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) two (2) business days after being transmitted via an express, overnight courier with a reliable system for tracking delivery, delivery costs paid (c) 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 signatory for a Party at 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.

10.3. Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

10.4. 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.

10.5. Severability and Modification. In the event of a determination that a provision of this Agreement is invalid or unenforceable, it shall not invalidate or render unenforceable the entire Agreement. Instead this Agreement shall be construed as if it did not contain the invalid or unenforceable provision and the rights and obligations of the Parties shall be construed and enforced according. If by 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 this Agreement, this Agreement is required to be rescinded or is declared ineffective or void in whole or in part, , 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.

10.6. 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.

10.7. Waiver of Default. The failure of either party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

10.8. 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.

10.9. Survival. The terms and conditions of this Agreement regarding restrictions and obligation of Customer with respect to User Data, in general, and ELEP Data Elements, in particular, in addition to confidentiality, payment, warranties, liability and all others that by their sense and context are intended

to survive the execution, delivery, performance, termination or expiration of this Agreement, survive and continue in effect.

10.10. 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 or suspension under Sections 9.1, 9.3 and 9.4 of this Agreement, without liability, and with respect to Customer's obligations and restrictions with respect to User Data, generally, and ELEP Data Elements, in particular..

10.11. Governing Law & Venue. Except when otherwise preempted by applicable law of the jurisdiction under which Customer, as an LEA, a PSAP Provider, or an Authorized Supporting Organization, is authorized (in which case such law shall apply), (a) this Agreement and performance under them shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its choice of laws rules. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement can be brought against any Party only in: (1) the United States District Court for the District of Delaware, or (2) if it has or can acquire jurisdiction, in the United States District Court for the District of Columbia, and each Party consents to the jurisdiction and venue of such courts (and of the appropriate associated appellate courts) in any such action or proceeding and waives any objection to venue laid therein. .

10.12. 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.

10.13. Headings. The Section headings contained herein are for purposes of convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

10.14. Entire Agreement. This Agreement sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreement, discussions, negotiations or representations between the Parties, whether written or oral, with respect thereto. This Agreement may not amended except to the extent agreed to by the Parties and documented in a written amendment executed by both Parties.

Each Party agrees that electronic or scanned signatures of the Parties to this Agreement are intended to authenticate this writing and to have the same force and effect as original signatures.

By checking the box below and typing my name I am certifying that: (a) I have read this Agreement, (b) I accept all terms and conditions set forth herein on behalf of my company as of the Effective Date, (c) I am duly authorized to execute this Agreement, and (d) my typed name below on the signature line represents my electronic signature.

(CUSTOMER)
confirmation of electronic signature

**Telcordia Technologies, Inc. dba
iconectiv confirmation of electronic
signature**

(CUSTOMER NAME)

**TELCORDIA TECHNOLOGIES INC.
DBA ICONECTIV**

By:

By:

Signature	Signature
Name	Name
Title:	Title:
Date:	Date:

ATTACHMENT 1 ELEP SERVICE AGREEMENT

This Attachment is governed under the ELEP Service Agreement (“Agreement”) between Customer and iconectiv and is made a part thereof. All capitalized terms and phrases used in this Attachment shall have the meanings set forth in the Agreement, unless otherwise define herein. Terms that are not defined herein shall be interpreted in the context in which they are used in this Attachment and shall have such meaning solely for purposes of this Attachment. Customer’s access to ELEP and use of ELEP Data Elements is subject to the terms and conditions of the Agreement.

1. TERM

The Agreement shall take effect on the Effective Date and continue in full force and effect for a period of one (1) year from the “Service Go-Live Date” (defined as the “Term” in the Agreement). The “Service Go-Live Date” shall mean the date on which iconectiv commences the Service as notified by iconectiv. In order to receive the Service after the expiration of the Term, Customer will be required to continue to qualify as a LEA, as a PSAP Provider, or as an Authorized Supporting Organization, and execute a new ELEP Service Agreement or new Attachment 1 to the Agreement.

2. PRICING

Customer agrees to pay iconectiv the fees set forth in this Attachment 1 on an annual basis (the “**Annual Fee**”). Payment in full of the Annual Fee for the selected subscription level listed in the table below shall allow Customer to access the Service provided under the Agreement. If Customer exceeds the maximum transactions at the selected subscription level, Customer will be charged an incremental fee for each additional transaction as set forth in the table below, based upon the subscription level selected starting in the month that the maximum level is exceeded. For purposes of the Agreement and this Attachment, a “Transaction” shall mean the processing by iconectiv of a telephone number submitted to the ELEP; a single telephone number submitted by Customer to ELEP and processed by iconectiv is one (1) Transaction.

Please indicate the subscription level selected for the Term by placing an “X” in the column next to corresponding subscription level.

Subscription Level	Subscription Level Selected	Transaction Band	Annual Fee	Incremental Fee Per Transaction
Bronze		0 to 5,000	\$1,500	\$1.00
Silver		0 to 25,000	\$6,000	\$1.00
Gold		0 to 200,000	\$12,000	\$1.00

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See confidentiality restrictions on title page.

Platinum		Unlimited	\$95,000	NA
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If Customer does not select a Subscription Level from the above table due to anticipated low Transaction activity, Customer must select the following Per Transaction Fee subscription level. The Per Transaction Fee subscription level requires advance payment of a minimum, non-refundable, Two Hundred Dollar (\$200.00) Fee to cover the first two hundred (200) Transactions. Thereafter, any Transactions after the first two hundred (200) Transactions will be billed One Dollar (\$1.00) per Transaction, in arrears, in the last month of the Term.

Per Transaction	Select		\$1.00/Transaction
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3. BILLING AGENTS

If Customer wishes to use a third party agent to directly receive from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement (the “Billing Agent”), then Customer must send to iconectiv a signed letter of agency that identifies and appoints the Billing Agent for purposes of directly receiving from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement. For the avoidance of doubt, Customer’s appointment of a Billing Agent shall not relieve Customer of its payment obligations under the Agreement and Customer shall remain responsible for the payment of all amounts due under the Agreement, unless otherwise provided by applicable law. Customer may revoke Billing Agent’s appointment at any time by providing iconectiv with thirty (30) days prior written notice of such revocation.

4. CONNECTIVITY CHARGES

iconectiv will make ELEP Service available via Virtual Private Network (VPN) connectivity. The charge for such VPN connectivity equals Nine Hundred Dollars (\$900) per year. Customer must indicate its selection to either accept or decline VPN connectivity by checking the appropriate box below.

VPN Connectivity	Accept	Decline
Selection		

5. Entire Agreement.

This Attachment sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreement, discussions, negotiations or representations between the Parties, whether written or oral, with respect thereto. This Attachment may not amended except to the extent agreed to by the Parties and documented in a written amendment

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executed by both Parties. This Attachment is governed under the Agreement between Customer and iconectiv and is hereby made a part thereof.

Each Party agrees that electronic or scanned signatures of the Parties to this Attachment are intended to authenticate this writing and to have the same force and effect as original signatures.

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By checking the box below and typing my name I am certifying that: (a) I have read this Agreement, (b) I accept all terms and conditions set forth herein on behalf of my company as of the Effective Date, (c) I am duly authorized to execute this Agreement, and (d) my typed name below on the signature line represents my electronic signature.

(CUSTOMER) _____

Telcordia Technologies, Inc. dba

confirmation of electronic signature

iconectiv confirmation of electronic signature

(CUSTOMER NAME)

**TELCORDIA TECHNOLOGIES INC.
DBA ICONECTIV**

By:

By:

Signature	Signature
Name	Name
Title:	Title:
Date:	Date: