



RENEWAL TO ELEP SERVICE AGREEMENT

Contract Number: ONB0012532

This renewal to ELEP Service Agreement (“Renewal”) is effective the 4 day of March 2022 (the “Effective Date”) by and between iconectiv, LLC, a Delaware corporation with a principal place of business at 100 Somerset Corporate Boulevard, Bridgewater, NJ 08807 USA, (“iconectiv”) and Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911, a Public Safety Answering Point principally located at 115 Cisco Road, Lexington, KY 40504 (“Customer”). As used herein, “Party” or “Parties” may refer to Customer or iconectiv, individually or collectively.

RECITALS

WHEREAS, iconectiv and Customer have executed an ELEP Service Agreement dated 10/26/2017 (the “Agreement”) for the provision of Enhanced Law Enforcement Platform (“ELEP”) Services; and

WHEREAS, iconectiv and Customer wish to renew the Agreement for an additional one (1) year period, as set forth in this Renewal; and

NOW THEREFORE, for and in consideration of the premises and mutual promises and covenants contains herein, the Parties hereby agree to renew the Agreement as follows:

1. DEFINITIONS

All capitalized terms and phrases used in this Renewal 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 the Agreement and shall have such meaning for purposes of this Renewal.

2. TERM

This Renewal shall take effect on the Effective Date specified above and shall continue in full force and effect for a period of one (1) year from the Effective Date. The Renewal Effective Date shall mean the Effective Date of this Renewal. In order to receive the Service after the expiration of the Renewal, Customer will be required to continue to qualify as an LEA, as a PSAP Provider, or as an Authorized Supporting Organization, and execute a new ELEP Service Agreement or new Renewal to the Agreement.

3. PRICING

Customer agrees to pay iconectiv the fees set forth in this Renewal 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 Renewal, 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.

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.

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	Transaction Band	Annual Fee	Incremental Fee Per
Brass		0 to 2,500	\$950	\$1.00
Bronze		0 to 5,000	\$1,500	\$1.00
Silver	X	0 to 25,000	\$6,000	\$1.00
Gold		0 to 200,000	\$12,000	\$1.00
Platinum		Unlimited	\$95,000	N/A

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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4. 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 and this Renewal. For the avoidance of doubt, Customer’s appointment of a Billing Agent shall not relieve Customer of its payment obligations under the Agreement and this Renewal and Customer shall remain responsible for the payment of all amounts due under the Agreement and this Renewal, 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.

5. CONNECTIVITY CHARGES

iconectiv will make ELEM Service available via Virtual Private Network (VPN) connectivity. The iconectiv Enhanced Law Enforcement Platform (ELEM) service was designed as a highly available system with two geographically separated datacenters where users are required to connect via a VPN with a separate redundant IPSEC tunnel to each center. The charge per VPN connectivity pair equals One Thousand Eight Hundred Dollars (\$1800) per year. Customer must indicate its selection to either accept or decline VPN connectivity by checking the appropriate box below, and indicating the number of VPN pairs requested. Customer must indicate the number of VPNs.

VPN Connectivity	Accept	Decline	Number of VPN Pairs
Selection		X	

6. ENTIRE AGREEMENT

Except as specifically modified herein, all the provisions of the Agreement entered into with respect thereto, shall remain unaltered and in full force and effect in accordance with their terms. This Renewal 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 Renewal and the Agreement may not be 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 Renewal, (b) I accept all terms and conditions set forth herein on behalf of the agency or company I represent, as of the Effective Date, (c) I am duly authorized to execute this Renewal, and (d) my typed name below on the signature line represents my electronic signature.

(CUSTOMER)
confirmation of electronic signature

iconectiv, LLC
confirmation of electronic signature

(CUSTOMER NAME)

iconectiv, LLC

By: Linda Gorton
Signature

By: [Signature]
Signature

Name: Linda Gorton

Name: Thomas Madry

Title: Mayer

Title: Exec. Director

Date: 5/13/2022

Date: 3/24/2022