



STEP CG, LLC Service Agreement

This Service Agreement ("Agreement") is entered into and made effective as of the **25th** day of **August**, **2025** (the "Effective Date") by and between:

STEP CG, LLC, an Ohio limited liability company, having its principal place of business at 50 E RiverCenter Blvd #900, Covington, KY 41011 ("STEP CG"), and Lexington-Fayette Urban County Government, a municipal government entity organized under the laws of the Commonwealth of Kentucky ("Customer").

1. Purpose

Customer desires to secure a 3-year rate for licensing, maintenance/support, and managed services of existing technologies (defined in attachment A) from STEP CG, and STEP CG agrees to finance the cost under the terms set forth herein.

2. Total Services Amount

The total cost of services to be financed under this Agreement is **\$728,340.00** ("Financed Amount").

3. Payment Terms

Customer agrees to make three (3) annual payments of **\$242,780.00** each, according to the following schedule:

- First Invoice: Upon Agreement Execution
- Second Invoice: July 1, 2026
- Third Invoice: July 1, 2027

All payments shall be made to STEP CG, LLC with Net 30 payment terms at the address listed above, or to another address designated in writing by STEP CG.

4. Non-Cancellable Agreement

This Agreement is non-cancellable for the term stated above. Customer shall not be released from its payment obligations for any reason, including but not limited to non-use, return, or destruction of the equipment.

In the event that the Customer seeks early termination or cancellation of this Agreement, all remaining unpaid amounts under the Agreement shall become immediately due and payable in full.

5. No Additional Obligation

Upon completion of all scheduled payments totaling **\$728,340.00**, Customer shall have no further obligation under this Agreement, and all rights to the equipment shall transfer fully to Customer without any additional fees, buyouts, or penalties.

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6. Taxes

Customer is responsible for all applicable sales, use, or property taxes related to the equipment unless exempt by law and proof of such exemption is provided to STEP CG.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior discussions or representations.

9. Customer Billing Address

Please provide the billing contact for invoice delivery:

Street Address: 200 E. Main Street
City, State, ZIP Code: Lexington, KY 40503
Attention: _____
Phone: _____
Billing Email: ITaccounts payable@lexingtonky.gov

10. Authorized Signatures

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

STEP CG, LLC

By: _____

Name: _____

Title: CFO

Lexington-Fayette Urban County Government

By: _____

Name: _____

Title: Mayor

STEP CG, LLC

www.stepcg.com | 513.795.6000 | info@stepcg.com

50 East RiverCenter Boulevard, Technology Tower Building 1, Suite 900, Covington, KY 41011