



**Delaero – Lexington Fayette Urban Co Gov
MASTER SERVICES AGREEMENT**

This Master Services Agreement (“Agreement”) dated as of 17 December 2025 (the “**Effective Date**”) is made and entered into by and between **Delaero, Inc.** (“**Consultant**”), a Massachusetts corporation having a place of business at 387 E. Riding Drive, Carlisle, MA 01741 and **Lexington Fayette Urban Co Gov**, (“**Client**”), having a place of business at 200 East Main St., Lexington, KY 40507-1310.

WHEREAS, both parties have entered into this Agreement that defines the terms and conditions intended to govern their business relationship.

NOW, THEREFORE, the parties hereto, in consideration of the premises and of the mutual covenants and promises contained herein, agree as follows:

1. Statement of Work for Each Engagement. For each project or engagement in which Consultant is to provide services to or on behalf of Client hereunder (“Engagement”), a Statement of Work (“SOW”) will be created that defines the work to be performed by Consultant and the responsibilities of each of the parties in addition to those stated herein. Any such SOW shall only become effective when it is signed by both parties. The terms and conditions of this Agreement shall apply to all work performed in connection with any SOW. In the event of a conflict between the terms and conditions of this Agreement and any SOW, unless the SOW specifically provides otherwise, the terms and conditions of this Agreement shall prevail. This Agreement and any SOW hereunder can only be modified upon written agreement of both parties.

2. Consultant’s Responsibilities. The Consultant agrees to furnish the services and/or deliverables identified in the applicable SOW (“Services”) to the customer(s) of Client, or to Client directly, in accordance with the requirements of the SOW and this Agreement.

3. Payment. Services will be invoiced, and payment due as set forth in the SOW.

4. Commitments. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

5. Relationship. Nothing in this Agreement shall be construed to form a partnership or a joint venture between the parties, and the relationship between the parties hereto shall be that of independent contractors. Consultant shall be solely responsible for its own work materials and tools, and for the provision of compensation and benefits to its own personnel. Consultant will be fully responsible for compliance with federal, state and local tax reporting

requirements and for all applicable taxes pertaining to its own personnel.

6. Restrictions on Solicitation.

During the period of this Agreement and for a period of one year after the termination or expiration of its services as a Consultant hereunder, neither party will seek to persuade any employee of the other party to discontinue his/her employment or to become employed in any business directly or indirectly competitive with the other party's business. The foregoing restriction shall not apply to any such employee who responds to any public recruitment advertisement placed by or on behalf of the soliciting party (including without limitation advertisements posted on the Internet, solicitations at job fairs or other similar general solicitations) or who is solicited or recruited via any recruiting firm or similar organization, as long as such recruiting firm is not instructed to target employees of the other party.

7. Intellectual Property.

A. All developments, inventions, discoveries, methods, processes, compositions, work concepts and ideas, and all intellectual property rights associated therewith (collectively, "Intellectual Property"), created or provided by Consultant in connection with any SOW hereunder shall be deemed "works for hire" and shall be the exclusive property of Client. Notwithstanding the foregoing, the Consultant shall retain exclusive ownership of any Intellectual Property that it created prior to, or independent of, its engagement by Client hereunder. Consultant may employ processes, methods, formulae, solutions, techniques and know-how that existed prior to this Agreement in performance of the Services. With regard to these and any other materials provided by Consultant that were created prior to this Agreement, or were created by Consultant during this Agreement but where such material is reusable for the public without relying on Client or its customers' information, Consultant shall give Client a fully paid, worldwide, non-transferable, perpetual license to use such material for the purposes authorized hereunder.

B. Neither party shall knowingly adopt or attempt to register any trademarks, logos, service marks and other proprietary words or symbols ("Corporate Marks") based on the other party's Corporate Marks or which is otherwise confusingly similar to any of the other party's Corporate Marks.

8. Exchange of Information. Any non-public information or material disclosed by Client or its customers to the Consultant, or any information, material or deliverable developed by Consultant for Client or its customers, in connection with this Agreement ("Confidential Information") shall be protected and held in confidence by Consultant. Confidential Information will be used by Consultant only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Consultant's employees, contractors, or alliance companies on a "need to know" basis in connection with the Services, provided that such third parties are bound by confidentiality obligations no less stringent than the



safeguards specified herein prior to any such disclosure. Confidential Information does not include information which: (i) is already known to the Consultant at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Consultant; (iii) is independently developed without benefit of Confidential Information and outside the scope of this Agreement; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Consultant agrees to protect Confidential Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Consultant may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Consultant of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, the confidentiality restrictions and obligations will terminate two (2) years after the expiration or termination of the Agreement, unless the law requires a longer period.

9. Term and Termination. This Agreement or any SOW thereunder, and all related obligations, other than those regarding the protection of confidential or proprietary information, shall terminate thirty days after written notice by either party to the other, of termination of this Agreement or a particular SOW. The parties agree that where the context of any provision indicates an intent that it shall survive the term or termination of this Agreement, then it shall survive. In the event of termination, Consultant agrees to cooperate in good faith with Client with respect to transition of any pending work to Client or third party selected by Client.

10. Informal Dispute Resolution. The parties will attempt to settle any dispute, claim or controversy arising out of this Agreement through consultation and negotiation in good faith. If those attempts fail, then the dispute may be mediated by a mutually acceptable mediator to be chosen by the parties after written notice by the party demanding mediation. The parties will share the costs of the mediation equally. If mediation does not resolve the dispute, or if either party does not elect to use mediation, the parties agree that their dispute(s) shall be adjudicated pursuant to Section 12.

11. Notice. Any notice required or permitted to be given under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by courier, registered or certified mail, return receipt requested, to the addresses shown below, or by confirmed email or facsimile with correct answerback, and shall be effective upon receipt or at such time as delivery is refused by addressee upon presentation.



Notices shall be sent as follows:

To Lexington Fayette Urban Co Gov:
200 East Main St., Lexington, KY 40507-1310
Attention: Chris Cieri
Email: ccieri@lexingtonky.gov
Phone: +1 (859) 258-3730

To Delaero, Inc.:
387 E. Riding Drive,
Carlisle, MA 01741
Attention: Melynda Gambino
Email: melynda.gambino@delaero.com
Phone: (617) 699-1553

12. Governing Law. The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of the Commonwealth of Kentucky and the parties agree to the exclusive jurisdiction of its courts.

13. Limitation of Liability. Except for breaches of the Confidential Information obligations and any other express remedies provided in this Agreement, (a) neither party shall have any liability for damages to the other for any violation of the terms of this Agreement except for moneys due hereunder, (b) in no event will either party be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of profits, use, data, or other economic advantage), however it arises, whether for breach of this Agreement, including breach of warranty, or in tort, even if that party has been previously advised of the possibility of such damage, or (c) in no event will either party be liable for damages in excess of the amounts paid to Consultant under this Agreement or, for Client, fees it has agreed to pay hereunder. Further, liability for such damage shall be excluded, even if the exclusive remedies provided for in this Agreement fail of their essential purpose.

14. Force Majeure. Neither Client nor Consultant will be liable for delays in performance due to circumstances beyond its reasonable control. The party claiming to be affected by force majeure shall notify the other party no later than 15 days after the occurrence of force majeure; shall minimize the damage caused by force majeure; and shall resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause.

15. Assignment or Transfer of Obligations Hereunder. Consultant shall not subcontract or assign its obligations under this Agreement or any Scope Statement to any third party unless Client consents in writing. Any attempted assignment, subcontracting delegation or transfer, without prior written consent, shall be void.



16. Waiver. The waiver or failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further right hereunder.

17. Entire Agreement. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Client and Consultant. No modification, amendment or other changes may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their duly authorized representatives.

Lexington Fayette Urban Co Gov:

BY: _____

NAME: _____

TITLE: _____

Delaero, Inc.:

BY: M. Gambino

NAME: Melynda Gambino

TITLE: COO