

Memorandum of Understanding

This Memorandum of Understanding ("Agreement") is made effective as of the date of the last signature below ("Effective Date") by and between (i) **NextGen Communications, Inc.**, a Maryland corporation ("NxGnCo"), with a place of business at 2401 Elliott Avenue, Suite 100, Seattle, Washington 98121, and (ii) **Lexington-Fayette Urban County Government on behalf of the Division of E911**, with an address at 115 Cisco Rd., Lexington, KY 40504 ("Lexington 911") (NxGnCo and Lexington 911 may be collectively referred to as the "Parties", and individually as a "Party").

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

Section I Scope of Agreement

This Agreement provides NxGnCo, as the provider of certain Next Generation 9-1-1 ("NG9-1-1") services to public safety answer points ("PSAPs") within the Commonwealth of Kentucky and Lexington 911, as a provider of certain 9-1-1 services for PSAPs connected to the Central Kentucky 911 network (CKY911) with access to the applicable NG9-1-1 services information or data of the other Party for the purposes of 9-1-1 call completion or transfer to PSAPs.

To enable delivery of NG9-1-1 services to PSAPs connected to the CKY911 network, NxGnCo and Lexington 911 (or their designated agent/vendor) will interconnect the CKY911 system with the NxGnCo NG9-1-1 system and allow 9-1-1 traffic between the two systems.

The points of interconnection ("POI") for the two (2) systems shall be:

- a) 151 N MLK Blvd., Lexington, KY 40507
- b) 115 Cisco Rd., Lexington, KY 40504

Following mutual agreement on network design, testing, and method of procedures, Lexington 911 (or their designated agent/vendor) will direct 911 call traffic that is received at their internet protocol selective router (IPSR) to the NxGnCo NG9-1-1 system.

NxGnCo shall provide and maintain redundant ESInet connections between the two (2) POIs and the two (2) NxGnCo data centers. NxGnCo shall also provide and maintain network routers and switches to enable 911 traffic handoff at the POIs.

Lexington 911 (or their designated agent/vendor) shall provide rack space, power, and other details defined in the "KY911 Facilities Requirements" at the POIs at no cost to NxGnCo. Lexington 911 (or their designated agent/vendor) shall continue to maintain the IPSR and originating service provider (OSP) connections into the IPSR until OSPs have migrated 911 traffic directly to the NxGnCo NG9-1-1 system

Execution of this Agreement does not waive or prejudice any positions either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement.

Section II Responsibilities

In furtherance of the interconnection contemplated by this Agreement, the Parties also agree as follows:

- (a) Each Party is responsible for ensuring that its own 9-1-1 related facilities are properly tested and operational.
- (b) Each Party is responsible for the isolation, coordination, and restoration of all 9-1-1 network problems which may arise between such Party's customers and the POIs.
- (c) Each Party agrees to work cooperatively and expeditiously, to the extent reasonably feasible, with the other Party to resolve any 9-1-1 outages or degradation of services in the respective geographic area covered by a Party under this Agreement.
- (d) Each Party is responsible for managing capacity and monitoring growth of its 9-1-1 network so that 9-1-1 traffic from new areas and customers served by each Party will continue to have proper interconnection access to the POIs for delivery of such 9-1-1 traffic to each Party's respective 9-1-1 customer (the "Customer") 9-1-1 system.
- (e) Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks.
- (f) Where the Parties are both designated 9-1-1 service providers in the same or adjacent geographic areas, and where each Party's respective Customer has requested PSAP-to-PSAP call transfers with location information for wireless 911 and nomadic VoIP 911 service calls, the Parties will work cooperatively to have wireless carriers and nomadic VoIP service provider load pANI shell records into each Party's NG9-1-1 Location Database ("LDB"). Each Party will update the LDB steering tables in its respective LDB databases to support PSAP-to-PSAP call transfer with location information for wireless 911 and nomadic VoIP 911 service calls. As end-to-end i3 call flows become more common, and use of pANI becomes obsolete, the Parties shall work together in good faith to reach a mutually acceptable agreement on how call transfers should be implemented between their networks.

- (g) Each Party shall collaborate on mutually agreed upon network design, acceptance test plan, and method of procedure for production traffic migration.
- (h) Each Party shall collaborate on a mutually agreed upon standard operating procedures for troubleshooting, incident management and maintenance once NG9-1-1 service is deployed.
- (i) Each Party shall comply, at its own expense, with all applicable federal, state, county, and local ordinances, regulations, and codes in the performance of its obligations under this Agreement, including procurement of required permits and certificates, the Fair Labor Standards Act, and the Occupational Safety and Health Act for either Party to do business in the U.S.

Section III Financial Compensation

No interconnection charges apply to this Agreement.

Section IV Business Records

Each Party is responsible for the accuracy of its data as submitted to the other Party.

Section V Term of Agreement

This Agreement shall commence on the Effective Date and have an initial term of two (2) years. This Agreement shall automatically renew for successive one-year periods unless a Party provides written notice of intent not to renew at least one hundred eighty (180) days prior to the end of the then-current term. In the event of any expiration or termination of this Agreement, neither Party will block 9-1-1 traffic originated by customers of the other Party.

Section VI Dispute Resolution

Except as otherwise expressly provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide the other Party with written notice of the dispute that includes both a detailed description of the dispute matter or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within sixty (60) business days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representative may utilize other

alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve a dispute within sixty (60) business days of the date of delivery of the initiating Party's written notice of the dispute, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including but not limited to, instituting an appropriate proceeding before the applicable regulatory authority.

Notwithstanding anything to the contrary in this Agreement, with respect to a dispute relating to a service affecting condition, the Parties agree to an expedited schedule for dispute resolution. The Parties agree that service affecting disputes are of critical importance and that the Parties shall use all deliberate means to resolve such disputes as soon as reasonably possible.

Section VII

Limitation of Liability

Except with respect to a Party's indemnification obligations under Section IX, a Party's gross negligence or intentional misconduct, or a Party's breach of its confidentiality obligations hereunder, and to the fullest extent permitted by applicable state and/or federal law, to the fullest extent permitted by applicable state and/or federal law, neither Party shall be liable to the other for any damages whatsoever, including but not limited to lost profits or revenues or for any direct, indirect, incidental, special, punitive or consequential damages, arising out of or related to this Agreement or the provision of services hereunder.

Section VIII

Acknowledgement

The Parties acknowledge their intent that each Party, in its performance of this Agreement and provision of 9-1-1 services, enjoy the same immunity from or limitation of liability and/or indemnity from state or federal government entities as is available to the other Party, its agents or subcontractors in providing 9-1-1 services, under applicable law. Each Party will reasonably assist the other Party, at the expense of the Party seeking such protection, in obtaining the benefit of such immunity from or limitation of liability and/or indemnity, if necessary and available. To the fullest extent permitted by applicable law, the foregoing immunity from or limitation of liability and/or indemnity will apply regardless of any fault, negligence, strict liability or product liability of either Party in connection with the performance or receipt of any services hereunder.

Section IX

Indemnification

- (a) **Third Party Indemnification.** To the extent allowable by law, each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party and its officers, directors, employees, agents, and its corporate Affiliates and the officers, directors, employees, agents of its corporate Affiliates, and the successors and assigns of all of the foregoing (the “Indemnified Party”), against and from any and all third-party actual losses, damages, expenses (including, without limitation, attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), to the extent that such third-party losses, damages, expenses, demands, claims, suits and liabilities are legally imposed, despite the protections that may be available to the Parties described in Section VIII herein above, and that arise out of or in connection with: (1) the Indemnifying Party's negligent or intentional acts or omissions, or those of its employees or agents or subcontractors in performance of this Agreement, and (2) the failure of Indemnifying Party (or its employees or agents or subcontractors) to fully comply with the terms and conditions of this Agreement. This shall not be deemed a waiver of sovereign immunity available to Lexington-Fayette Urban County Government.
- (b) **Intellectual Property Indemnification.** To the extent allowable by law, each Indemnifying Party will indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, and agents (collectively referred to as “Indemnitees”) from and against all losses assessed in a final judgment by a court of competent jurisdiction or any settlement that the Indemnifying Party has agreed upon with such third party that are incurred by the Indemnitees with respect to any claim asserted by a third party to the extent that such losses arise out of any specific third-party claim, suit, or allegation that the Indemnifying Party's services provided under this Agreement (in whole or in part) infringe or misappropriate any patents, trade secrets, trademarks, maskworks, copyrights, or other intellectual property rights enforceable in the United States (an “IP Claim”). The Indemnifying Party shall not be obligated to pay any costs or expenses incurred by the Indemnitees without the Indemnifying Party's prior written authorization. Notwithstanding the foregoing, no Indemnatee shall be entitled to any defense, indemnification or the like under this Section if any IP Claim arises out of (a) the combination, operation, or use of any Indemnifying Party services with non-Indemnifying Party equipment, devices, software, data, products or services if such infringement would have been avoided but for such combination, operation or use, (b) alteration of the Indemnifying Party's services by someone other than the Indemnifying Party or an authorized representative of the Indemnifying Party, if such claim would have been avoided by the absence of such alteration, (c) any Indemnatee's or third party's unauthorized use, negligent use, or misuse of the Indemnifying Party's services, (d) designs, instructions, specifications, data, materials, content or any other intellectual property provided by Indemnitees, (e) use of other than the latest available version of the Indemnifying Party's services made available to Indemnitees, (f) another party's infringement by products or services that are comparable to the Indemnifying Party's services, or (g) the Indemnifying Party's implementation of Indemnitees' originated

design or modification where infringement is due to such Indemnitees' specified design or modification. This shall not be deemed a waiver of sovereign immunity available to Lexington-Fayette Urban County Government.

- (c) Indemnification Procedure. The Indemnitees or Indemnified Party shall provide the Indemnifying Party with (i) written notice within thirty (30) days of it first becoming aware of any claim under this Section IX for which it may seek indemnification hereunder; (ii) full information and assistance in settling and/or defending the claim; and (iii) full authority and control of the defense and/or settlement of any such claim.

Section X Insurance Coverage

Both Parties shall maintain during the term of this Agreement: (1) Workers' Compensation insurance as prescribed by the law of the state or nation in which the Work is performed; (2) employer's liability insurance with limits of at least \$500,000 for each occurrence; (3) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (4) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (5) Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 (one million dollars) for each occurrence; and excess or umbrella liability at a limit of no less than \$5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. All such insurance must be primary and required to respond and pay prior to any other available coverage. Upon a Party's written request, the other Party shall furnish certificates evidencing the foregoing insurance. The requesting Party shall be notified in writing at least thirty (30) days prior to any cancellation of the other Party's policy.

Section XI Force Majeure

If performance of this Agreement is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk and without its willful misconduct or negligence, including without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or mass power blackouts (collectively "Force Majeure Event"), then neither Party will be held liable for any such delayed performance or failure to perform under this Agreement until such Force Majeure Event has ceased. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

Section XII Agency

Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section XIII

Nondisclosure of Confidential Information

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information").

"Confidential Information" shall include: (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network; and (iii) CPNI, regardless of whether such information is marked "confidential", "proprietary", or bearing a mark of similar import. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement, except that, a Recipient may disclose Confidential Information to its affiliates, subcontractors and/or agents for their use in connection with providing service as specified in this Agreement so long as such affiliates, subcontractors and/or agents are bound by confidentiality obligations to protect such Confidential Information that are no less restrictive than those set forth herein. For purposes of this Section XII, the "Disclosing Party" shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed. "Confidential Information" will not include information that: (a) was in the public domain at or subsequent to the time such information was communicated to Recipient by the Disclosing Party through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such information was communicated to Recipient by the Disclosing Party; or (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by the Disclosing Party.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Notwithstanding the foregoing, both Parties shall treat all CPNI of the other Party as Confidential Information. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient shall provide the Disclosing

Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement. Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Section by Recipient or its representatives and that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section. Such remedies shall not be exclusive but shall be in addition to all other remedies available at law or in equity. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party, or certify as destroyed, all Confidential Information obtained from the other Party.

Section XIV Notices

All notice given under this Agreement shall be in writing and will be deemed given or made when delivered in person or by overnight courier, when sent by registered or certified mail, or when delivered by electronic mail ("email") utilizing the contact information below:

	NxGnCo	Lexington 911
Name	SST-Contracts	Jonelle Patton
Title	--	Director of E911
Address	c/o TeleCommunication Systems, Inc. 2401 Elliott Ave, Suite 100 Seattle, WA 98121	115 Cisco Road Lexington, KY 40504
Phone	206-792-2000	859-280-8184
Email	sst-contracts@comtech.com	jpatton@lexington911.ky.gov

With a copy to, which shall not constitute notice:

	NxGnCo	Lexington 911
Name	Susan Ornstein	Jonelle Patton
Title	Senior Director, Legal & Regulatory Affairs	Director of E911
Address	c/o TeleCommunication Systems, Inc. 2401 Elliott Ave, Suite 200 Seattle, WA 98121	115 Cisco Road Lexington, KY 40504
Phone	202-794-4102	859-280-8184
Email	susan.ornstein@comtech.com	jpatton@lexington911.ky.gov

A Party may change the contact information for notice to it by providing notice of such change to the other Party in the manner provided above.

Section XV Severability

If and solely to the extent that any provision of this Agreement shall be found to be invalid or unenforceable as a result of any order or finding by the FCC, the applicable state regulatory agency, or a court of competent jurisdiction, such offending provision(s) shall be of no effect, and shall not affect the validity of the remainder of this Agreement or any of its provisions, and the Parties shall renegotiate the offending provision(s) to best accomplish the original intentions of the Parties.

Section XVI Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction.

Section XVII Entire Agreement

This Agreement, including all Schedules or other exhibits attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire subject matter hereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. The titles and headings of the various sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon any of the provisions of this Agreement. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.

Section XVIII Multiple Counterparts

This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

Section XIX Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties, their respective successors and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder.

Section XX Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the Commonwealth of Kentucky, without regard to its conflicts of laws principles. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. The Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute may be submitted to state or federal court in Fayette County Kentucky.

Section XXI Survival

Those obligations under this Agreement that, by their nature, are intended to continue beyond the termination or expiration of this Agreement including, without limitation, Nondisclosure of Confidential Information, Indemnification, and Limitation of Liability, shall survive the termination or expiration of this Agreement.

Section: XXII Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

Section: XXIII Definitions

All capitalized terms used and not otherwise defined herein have the meanings set forth in NENA-ADM-000.23-2020, January 20, 2020.

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The undersigned signatories represent that they have the authority to execute this Agreement on behalf of the Parties and to bind the respective Parties.

AGREED AND ACCEPTED:

**NextGen Communications,
Inc.**

By: JJ Valencia

Name: Joanne Valencia

Title: Director, SST Contracts

Date: August 14, 2025

**Lexington-Fayette Urban County
Government**

By: _____

Name: _____

Title: _____

Date: _____