

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

9-1-1 SERVICES AND
SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this “**Agreement**”), together with any other documents incorporated into this Agreement by reference (including all Exhibits and Schedules to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, schedules, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, schedules, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer’s emergency telephone system in the Territory.

Type of Agreement/Document

Original Amendment

2. Parties/Notices:

INdigital:

Communications Venture Corporation (d/b/a INdigital)
 (“**INdigital**”)

1616 Directors Row
Fort Wayne, IN 46808
Fax: (260) 469-4329
E-mail: contracts@indigital.net
Attention: Contract Administration

Customer:

Lexington-Fayette Urban County Government, by and through its Division of Enhanced 9-1-1 (“**Customer**” and together with INdigital, the “**Parties**”, and, each, individually, a “**Party**”)

Address: 115 Cisco Road
Lexington, KY 40504

Office: 859-280-8200
E-mail: rstack@lexington911.ky.gov
Contact Person: Robert Stack

3. Effective Date

Effective Upon Execution (“**Effective Date**”).

4. Software

Software listed and described in Schedule B attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

5. Territory

Lexington, KY (“**Territory**”).

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- 6. Permitted Use** Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory (“**Permitted Use**”).
- 7. Installation** INdigital will deliver and install one copy of the Software to Customer.
- 8. Maintenance Releases** During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.
- 9. License Fee** See Schedule C attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.
- 10. Additional Charges** See Schedule C attached to, and incorporated by reference into, this Agreement for a schedule of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by it in connection with performing such additional services.
- 11. Term** **Term:** From Effective Date until **one (1)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement’s express provisions.
- Renewal Terms:** This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
- 12. Exhibits** **Exhibit A** – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- 13. Schedules**
- Schedule A** – Designated Sites
 - Schedule B** - Software/Services Description
 - Schedule C** – Payment and Fees
- 14. Other Agreements between Parties**
- Equipment Purchase and Sale Agreement
 - Support and Maintenance Agreement

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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CUSTOMER:

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Name: LINDA GORTON
Title: MAYOR

INDIGITAL:

**COMMUNICATION VENTURE CORPORATION (D/B/A
INDIGITAL)**

Name:
Title:

AMENDMENT

(amendment to Executed Contract dated 5/17/2018)

INdigital will provide diverse network connectivity in the form of a circuit to each side of the geo-diverse Solacom from Lexington Enhanced 9-1-1 (host) back to our Ft. Wayne and Indianapolis TCC platforms.

Each member PSAP that is connected remotely to the hosted Lexington Solacom and is utilizing INdigital's text aggregation services agrees to pay a pro-rated portion of the monthly network charges equal to the total cost of the network connectivity divided by the number of member PSAPs utilizing the text aggregation service. This rate will fluctuate as member PSAPs choose to join or leave the solution.

The total monthly cost of the INdigital provided network connectivity is \$1,230.66.
Total monthly cost to each member PSAP = \$1,230.66 / (number of connected member PSAPs).

Should another PSAP join the text solution and also utilize the Lexington connectivity, each member PSAP's monthly bill will adjust accordingly the month following a successful 'go live' of the text solution.