



## MASTER SERVICES AGREEMENT

This Master Services Agreement is between **Distributed Computing, Inc. dba Ten4** ("Ten4"), with headquarters located at 1700 Union Avenue, Suite B, Baltimore, MD 21211, and **Trex Company, Inc.**, a Delaware corporation ("Customer"), with headquarters located at 2500 Trex Way, Winchester, VA 22601, and is effective as of the last date signed below ("Effective Date").

### 1. Term of Agreement

This Master Services Agreement will have a term of thirty-six (36) months ("MSA Term"). Any and all Service Order Forms ("SOF") that are separately executed by Customer will have their own Service Term, which will pertain to that particular Service being purchased. If any Service Term extends beyond the MSA Term, this MSA will continue to apply to such Service Order for that Service Term.

### 2. Services

Ten 4 will provide to Customer the Services specified in each Addendum and SOF ("Services"), which documents shall be incorporated herein and shall constitute a part of this Agreement. Each Addendum or SOF will specify the Service Charges, Service Term, Service Location and other information reasonably required by Ten4 to provide the Services.

Coverage shall be during the business day (8am-5pm, EST/EDT), five days per week (Monday-Friday), excluding major holidays, unless otherwise agreed to in writing.

Ten4's provision of Services is in all cases subject to Ten4's Acceptable Use Policy ("AUP"), which is designed to help protect Ten4, its customers, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities.

#### a. Customer Responsibilities

Each Ten4 customer is responsible for the activities of all end-users and, by accepting service from Ten4, agrees to inform its customers and/or end-users of this AUP or its own Acceptable Use Policy, which must not be inconsistent with the terms herein.

#### b. Prohibited Conduct

Ten4 Services are only to be used for lawful and appropriate purposes. Customers may not transmit material in violation of any federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or material infringing trademarks or copyrights.

Ten4 customers may not abuse or fraudulently use Ten4 products and services, nor allow or permit such use by others. The following activities illustrate some, but not all, prohibited uses under this AUP:

- **Child Pornography:** Receiving, transporting or distributing by any means, sexually explicit conduct involving children.
- **Inappropriate Content:** Using the services to transmit, distribute or store material that, as reasonably determined by Ten4, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or excessively violent.
- **Denial of Service:** Engaging in any activity that will interfere or attempt to interfere with the service of any other user, host or network on the Internet.
- **Distribution of Viruses:** Intentional distribution of software that attempts to and/or causes damage or annoyance to persons, data, and/or computer systems.
- **Forging Headers:** Forging or misrepresenting any message header, in part or whole, of any electronic transmission, originating or passing through the Ten4 network.
- **Email Spamming or Mailbombing:** The transmitting of unsolicited Email to multiple recipients, sending large amounts of Email repeatedly to a person to harass or threaten, or any attempt to use Ten4 services for SPAM.
- **Unauthorized Access:** Illegal or Unauthorized Access to Other Computers, Accounts, or Networks.

#### c. Violations and Enforcement

At Ten4's sole discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of service if the customer does not cease the violation. If Ten4 deems that a violation of this AUP has occurred, it may immediately suspend or terminate service with or without notice. Ten4 is not liable for any damages of any nature suffered by any customer, user, or any third party resulting in whole or in part from Ten4 exercising its rights under this AUP. Ten4 reserves the right to modify this AUP at any time.

### 3. Charges and Payments

Charges are specific to the Service being purchased. Customer will pay all Charges as set forth in the SOF for that Service and shall pay according to the terms and conditions set forth in the Addendum for that Service.

### 4. Access

Customer agrees to provide Ten4 reasonable access to Customer's voice/data network, in order that Services may be performed as set forth in the SOF. In the event that said access is not provided as requested, Customer is aware that delivery and effectiveness of Services may be jeopardized and that additional charges may be incurred.

Customer agrees to fully complete all reasonably requested forms which may be needed to provide the Services, including but not limited to Service Order Forms, Letters of Agency, Provider Contracts and others. Ten4 shall follow its standard and customary procedures in processing SOFs. Services may be provided by Ten4 through one or more of its affiliates.

## **5. Security & Usage**

Customer understands that Ten4 and its Underlying Service Providers cannot guaranty the security of any transmissions and will not be liable for any lack of security relating to the use of the Services. Notwithstanding the foregoing, Ten4 agrees to use no less than a reasonable degree of care, including relevant industry-standard practices, to protect the security of any Customer transmissions while providing Services to Customer.

The Services are for Customer's use only and Customer may not resell the Services to any other party.

## **6. Warranty Exclusion**

Except as expressly stated in this Agreement, Ten4 makes no warranties or representations, express or implied, either in fact or by operation of law, and specifically disclaims any warranties of merchantability or fitness for a particular purpose, applicable to the services.

## **7. Limitation of Liability**

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF CLIENTS, LOSS OF GOODWILL OR COST OF REPLACEMENT FACILITIES OR SERVICES, ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER.

Customer has no contractual relationship with any Underlying Service Providers through this Agreement and Customer is not a third-party beneficiary of any Agreement between Ten4 and an Underlying Service Provider. Customer understands and agrees that Underlying Service Providers will not have any kind of liability to customer, regardless of the form of action, including but not limited to failure or disruption of service.

Additionally, in no event will Ten4's liability under this Agreement or otherwise arising out of Ten4's provision of Services hereunder exceed an amount equal to the previous ninety (90) days' charges for the services to which the liability relates.

The foregoing paragraphs of this Section 7 will also apply to all Underlying Service Providers with respect to the Services.

## **8. Indemnification**

Each party agrees to indemnify and hold the other party, and each of their respective officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) from and against any claims, damages, penalties or liabilities asserted by any person or entity resulting directly from any breach by such party of this Agreement or any warranties, representations, covenants or obligations as provided for in this Agreement; or from claims, damages or liabilities arising out of any negligent act or negligent failure to act where action was required. This indemnity shall survive the termination of this Agreement.

Ten4 shall, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that Customer's use of the Services as allowed hereunder infringes or misappropriates the patent, copyright or trademark rights of a third party and Ten4 shall pay any actual costs of settlement or any damages finally awarded against Customer.

Additionally, Customer will defend and indemnify Ten4, and each of their respective officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) incurred in connection with any claim by an end user of the Services, it being understood that Customer, and not Ten4, is fully responsible for any such claims.

## **9. Default**

A party is in default of this Agreement if it breaches this Agreement, its Addendums or any SOF and fails to cure such breach as follows:

- a. after written notice and a five (5) day cure period in the event of any failure to pay an amount due hereunder, or
- b. after written notice and a thirty (30) day cure period in the event of any other breach.

If Customer is in default of this Agreement, all Charges accrued under any SOFs will be due and payable and Ten4 may, in addition to all other available remedies, disconnect Customer's Services specific to that SOF.

If Ten4 is in default of this Agreement, only the Charges accrued as of the date of default will be due and payable to Ten4.

## **10. Termination**

Either party may terminate this Agreement, its Addenda and/or any affected SOF upon sixty (60) days' written notice.

Upon default, the non-defaulting party may terminate this Agreement, its Addendums and/or any affected SOF by written notice.

If Ten4 Terminates for Cause, Ten4 will have no further liability or obligation under the Agreement, Addendum and/or accompanying SOF.

If Customer terminates any Services (other than for Ten4's default) prior to the expiration of the Service Term, Customer shall pay Ten4 an Early Termination Fee equal to the MRC of the initial contract value times the number of months remaining under contract for that site.

The parties acknowledge that the ETF is a genuine estimate of the actual damages to Ten4 for Customer's early termination of a Service and is not a penalty. In no event shall Customer be entitled to any refund of already paid Service Charges if this Agreement, its Addendums or any SOF is terminated, except for a termination based on Ten4's default, as defined in Section 9 herein.

## 11. Confidentiality

If the parties entered into a confidentiality or non-disclosure agreement in anticipation of this Agreement, such agreement is incorporated herein and shall apply instead of this Section. Otherwise, the parties acknowledge that they have or will exchange certain confidential information expressly designated or which should reasonably be known as "confidential" ("Confidential Information") and each party agrees that neither party will (a) use the other party's Confidential Information except for the purpose(s) for which it is disclosed or (b) disclose the other party's Confidential Information to any third party except (i) under an identical confidentiality restriction to the receiving party's employees or contractors who have a need to know Confidential Information in connection with the purposes for which it is disclosed or (ii) when compelled by a court or other government agency (with as much advance notice to the disclosing party as reasonably possible).

Ten4 acknowledges that it may receive certain of Customer's information that constitutes "customer proprietary network information" or "customer proprietary information" under applicable law, and Ten4 agrees that it will hold all such information in compliance with applicable law.

## 12. Other Terms

### Force Majeure

Neither party shall be responsible for any loss, harm, damage, or failure to comply with any obligation hereunder resulting from circumstances beyond its reasonable control (commonly referred to as *force majeure* events) including, but not limited to fire, flood, war, strikes, cable cuts, acts of terrorism, explosions, loss of power, governmental restrictions, acts of third parties, or "acts of God." In addition, Customer will not be obligated to pay for the Services during periods of *force majeure*, and either party may terminate an affected SOF upon notice to the other if a *force majeure* event continues uninterrupted for a period of thirty (30) days or longer.

### Subcontracting

Ten4 may subcontract work to be performed under this Agreement but shall retain responsibility for the work.

### Assignment

Neither party may assign its rights and obligations under this Agreement, any SOF, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld.

### Publicity

Without the prior written consent of the other Party, neither Party will (i) publicly use the name, logo or other identifying marks of the other Party, or (ii) issue or permit the issuance of any press release or other public statement regarding this Agreement or the Parties' relationship.

### Conflict Between Agreements

In the event of any conflict between this Agreement and a SOF and Ten4's Terms and Conditions, this Agreement will control, except to the extent that the SOF specifically references the section/provision of this Agreement that it is modifying or superseding.

### Governing Law

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules.

### Notification

Any notices, requests, consents and other communication under this Agreement shall be in writing and shall be deemed to have been delivered on the date (a) personally delivered, (b) mailed, postage prepaid, by certified mail with return receipt requested, or (c) faxed and confirmed. All communications under this section shall be addressed to the respective parties hereto as follows:

|                 |  |             |  |
|-----------------|--|-------------|--|
| If to Customer: | Trex Company, Inc.<br>2500 Trex Way<br>Winchester, VA 22601<br>Attn: _____ | If to Ten4: | Ten4<br>1700 Union Avenue, Suite B<br>Baltimore, MD 21211<br>Attn: Legal Dept. |
|-----------------|--|-------------|--|

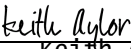
### Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, commitments, or understandings with respect to the matters provided for herein. This Agreement may not be modified except by a writing signed by both parties. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.


Acceptance

I have read and understood the terms and conditions of the above Agreement. By my signature hereunder, I indicate that I am authorized to bind the indicated party and that Party agrees to the terms and conditions herein.

Customer: Trex Company, Inc.

DocuSigned by:  
  
By: Keith Aylor  
Title: Director of Infrastructure and IT Operations  
Date: 7/10/2024

Distributed Computing, Inc. dba Ten4

DocuSigned by:  
  
By: Deanna Kelly  
Title: Vice President  
Date: 7/10/2024



## TEN4 SERVICES AGREEMENT

**Customer Legal Name:** Trex Company, Inc.

Customer Address: 2500 Trex Way, Winchester, VA 22601

Billing Contact and email: [on file]

Sales Representative: Aimee Moore

### Service Term

The Service Term for Ten4 Services is thirty-six (36) months from date of install for each service, unless otherwise stated in writing ("Effective Date").

**Auto Renewal:** Following the Initial Service Term, this SOF shall renew automatically on a month-to-month basis upon the same terms and conditions, and either party may terminate at any time with sixty (60) days' written notice.

### Coverage & Charges

During the Service Term, Ten4 agrees to provide the Services components described herein at the stated rates for sites and services listed in the attached Exhibits, and as may be amended hereafter in writing. Charges listed may not include taxes, fees, or regulatory surcharges that may be assessed on the Services ("Taxes"), and Customer will be responsible for all such Taxes.

**MRC:** Customer agrees to pay a total of **\$1,048.95** per month for the Service Term.

**NRC:** Customer agrees to pay a total one-time fee of **\$0.00** in advance, at the time this Agreement is signed.

### Payments

Payment Method (choose one):

☐ **AUTO PAYMENT OPTION**  
Our team will contact you with instructions for providing secure credit card or ACH payment information.

☒ **STANDARD PAYMENT OPTION**  
Please check here to pay your monthly invoices via check.

Unless otherwise specified in this agreement, all Ten4 invoices are payable at the beginning of each monthly billing cycle and are due net thirty (30) days from the date of the invoice. Amounts not paid when due (total Ten4 invoice, including all Underlying Provider and Ten4 charges) may accrue interest at a rate of 1.5% per month or the highest amount permitted by applicable law, whichever is less. Additionally, Services may be suspended if payment is not received within thirty (30) days following date due.

In the event a Ten4 Service (or component thereof) is onboarded on a date that is not the first day of the month, fees shall be pro-rated from the date onboarded and invoiced in the subsequent full month.

Ten4 will not increase any specified rates during the Service Term but may, upon notice to Customer, adjust any such rates to Ten4's then-standard rate following the expiration of the fixed portion of the Service Term.

### Terms & Conditions

The undersigned acknowledges they have received, read, accepted, and agree to the Ten4 terms of service and conditions incorporated in the following link: [www.ten4.us/standardtc](http://www.ten4.us/standardtc).

### Acceptance

Ten4 and Customer have caused this Agreement to be executed below by their duly authorized signatories.

**Customer: Trex Company, Inc.**

DocuSigned by:

*Keith Aylor*

By: Keith Aylor

Title: **Director of Infrastructure and IT Operations**  
Date: **7/10/2024**

**Distributed Computing, Inc. dba Ten4**

DocuSigned by:

*Deanna Kelly*

By: Deanna R. Kelly

Title: **Vice President**  
Date: **7/10/2024**



Date: April 05, 2024

Trex  
2500 Trex Way  
Winchester, VA 22601

Dear Keith,

Thank you for the opportunity to provide this proposal for additional support services. We are confident that the measures addressed on the following pages will allow your organization to continue operating efficiently and cost-effectively.

At Ten4, we specialize in helping you leverage technology to improve the way you work and communicate. As a follow-up to our support discussion, I have put together a proposal to add our Assist Plus service to your account. This solution is the next step in our relationship and will allow Ten4 to better support your connectivity efforts. The Assist Plus service will save your team time and limit the exhaustion of resources when it comes to carrier interactions. We will provide prompt, proactive support to bolster the already robust infrastructure in place.

As we approach the next phase of disconnecting the Trex MPLS network, Ten4 believes the best time to add these services is now. This will add additional resources to alleviate any possible issues that may come up when working with ACC. As an act of Good faith, Ten4 will also delay billing the service up to 60 days after signature.

Thank you in advance for considering this solution, and I look forward to meeting with you soon. Please don't hesitate to call me if you have any questions or need further assistance.

Sincerely,

A handwritten signature in black ink that reads "Aimee Moore".

**Aimee Moore**, Account Executive  
**office** 856.505.4908

## EXECUTIVE SUMMARY

In today's fast-paced digital environment, seamless connectivity is the backbone of business operations. Recognizing this essential need, Ten4 is excited to present the Assist Plus service. Assist Plus goes beyond conventional monitoring solutions by offering a comprehensive suite of services to ensure your Comcast ActiveCore solution and other critical circuits remain uninterrupted and efficiently managed.

### Customized Monitoring and Support for Trex

The core of our proposition is proactive monitoring of circuits that feed your Comcast ActiveCore solution, with the flexibility to extend our oversight to additional circuits as required. Our primary goal is to ensure that Trex experiences minimal downtime and enjoys optimal performance across all locations.

### Proactive Management and Coordination

Understanding Trex's need for a proactive approach in handling network issues, Ten4 commits to identifying and resolving problems swiftly and coordinating and scheduling necessary vendor meetings. This ensures that any disruptions are addressed promptly and effectively without Trex needing to manage these engagements directly.

### Tailored Communications and Support

Trex will benefit from a dedicated support team that provides:

- Updates on ticket status
- Proactive alerts through a contact email
- A seamless communication channel for any escalations
- Our support framework guarantees that Trex is always informed of the network status across all locations.

### Why Choose Ten4's Assist Plus?

**Incident Management:** From detection to resolution, we handle every aspect of incident management, ensuring rapid response to any issues.

**Custom Reporting:** Gain insights into your network's performance with custom reports detailing incidents, resolutions, and service metrics.

**Guaranteed SLAs:** Our service level agreements promise quick and effective responses, giving you peace of mind that your network is in capable hands.

In partnership with Ten4, Trex can anticipate a significant enhancement in operational efficiency and network reliability. Our Assist Plus service is more than just a solution. It's a strategic investment in your company's uninterrupted connectivity and overall success.



## SCOPE OF WORK

Ten4 will proactively monitor the following locations and associated carrier circuits for Trex:

| Location                              | Street              | Carrier           | Service                    | WO         |
|---------------------------------------|---------------------|-------------------|----------------------------|------------|
| 1800 Newlands Dr E                    | 1800 E Newlands Rd  | Spectrum          | Internet - Dedicated Fiber | WO-21321   |
| 1800 Newlands Dr E                    | 1800 E Newlands Rd  | ACC               | Internet - Dedicated Fiber | WO-23602   |
| Trex - Winchester Poly Warehouse      | 181 Battaile Dr     | Verizon           | Internet - Dedicated Fiber | WO-23607   |
| Trex - Winchester Poly Warehouse      | 181 Battaile Dr     | Comcast           | Internet - Dedicated Fiber | WO-23627   |
| Capitol, Shawnee                      | 184 Capitol Ln      | Verizon           | Internet - Dedicated Fiber | WO-23608   |
| Capitol, Shawnee                      | 184 Capitol Ln      | Comcast           | Internet - Dedicated Fiber | WO-23623   |
| Fernley Distribution Center           | 2275 E Newlands Dr. | CenturyLink/Lumen | Internet - Dedicated Fiber | WO-31534   |
| Fernley(Poly)                         | 2375 E Newlands Dr. | ACC               | Internet - Dedicated Fiber | WO-23601   |
| Trex Way                              | 2500 Trex Way       | Comcast           | Internet - Dedicated Fiber | WO-23628   |
| Trex Way                              | 2500 Trex Way       | Verizon           | Internet - Dedicated Fiber | WO-25610   |
| Trex - Winchester (Fleet Maintenance) | 3257 Valley Pike    | Verizon           | Internet - Dedicated Fiber | WO-23605   |
| Trex - Winchester (Fleet Maintenance) | 3257 Valley Pike    | Comcast           | Internet - Dedicated Fiber | WO-23626   |
| Apple Valley(Railing Warehouse)       | 331 Apple Valley Rd | Verizon           | Internet - Dedicated Fiber | WO-23606   |
| Apple Valley(Railing Warehouse)       | 331 Apple Valley Rd | Comcast           | Internet - Dedicated Fiber | WO-23622   |
| Apple Valley (Railing Warehouse)      | 351 Apple Valley    | Verizon           | Internet - Dedicated Fiber | WO-23603   |
| Apple Valley (Railing Warehouse)      | 351 Apple Valley    | Comcast           | Internet - Dedicated Fiber | WO-23621   |
| Trex - R&D                            | 385 Battaile Dr     | Verizon           | Internet - Dedicated Fiber | WO-23604   |
| Trex - R&D                            | 385 Battaile Dr     | Comcast           | Internet - Dedicated Fiber | WO-23625   |
| Little Rock                           | 7773 Sloane Drive   | ACC               | Internet - Dedicated Fiber | WO-23482   |
| Little Rock-PERM                      | 6401 Thibault Road  | ACC               | Internet - Dedicated Fiber | In-Process |
| Little Rock-PERM                      | 6401 Thibault Road  | UPN               | Internet - Dedicated Fiber | In-Process |

Ten4's proactive monitoring will cover all aspects of the service, including network performance, uptime, and security. Trex can add more locations and circuits as required. All information will be reviewed during the onboarding process.



# Who Is Monitoring Your Network?

Ten4 provides the people, the tools and the expertise to manage your wide area network.

Things fail. Often at the worst times. Spending the time and effort to make sure it gets corrected, especially when it's someone else's fault, is a major hassle.

We really don't like it when it happens. So we built a complete service to dull, and sometimes completely avoid, the pain. Who's monitoring and fixing your network? We can.

## BENEFITS OF TEN4 ASSIST



Fully managed  
solution of all  
**WAN/Edge**  
devices



**Incident**  
management from  
start to complete  
resolution



Remote  
**monitoring** to  
proactively detect  
failures



Highly qualified  
**U.S. based**  
support team



Inventory of  
all connections  
in **one platform**



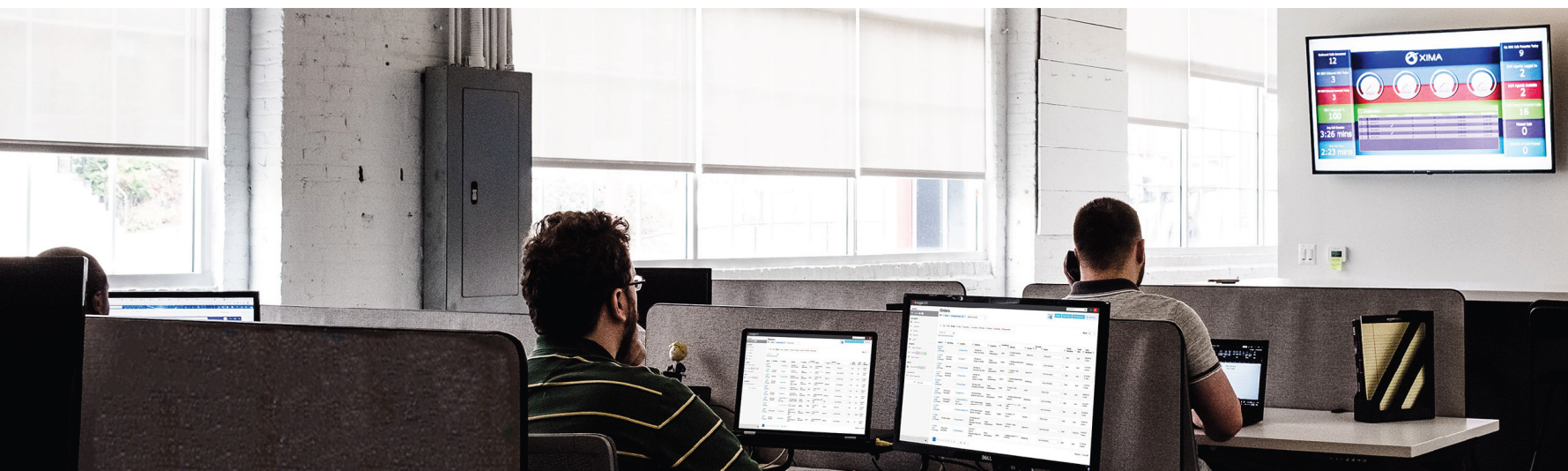
Custom  
**reporting** of  
all incidents  
and metrics



Professional  
**on-boarding**  
to ensure  
seamless service



**Guaranteed**  
rapid response  
to issues (SLA)



## WHY TEN4?



Our experts know all the hoops to jump through in order to get you back online faster.



Gain access to an inventory of all your services (free of charge) in one platform.



We specialize in customized solutions built to meet your specific challenges.

## PACKAGES

|  | ASSIST | ASSIST PLUS |
|--|--------|-------------|
| WAN/Edge Connection Management                         | ✓      | ✓           |
| Incident Management                                    | ✓      | ✓           |
| US Based Support Team                                  | ✓      | ✓           |
| Connection Inventory Management                        | ✓      | ✓           |
| Onboarding and Maintaining Accurate Services Inventory | ✓      | ✓           |
| Business Hours Support                                 | ✓      | ✓           |
| Extended Hours Support                                 |        | ✓           |
| 24/7 Proactive Monitoring                              |        | ✓           |
| Service Level Agreement Response Times                 |        | ✓           |
| Custom Reporting & Service Analysis                    |        | ✓           |

## OTHER TEN4 OFFERINGS

### Billing Solutions

No more late fees. You'll receive a single bill and we'll ensure all the vendors are paid on time.

### Connectivity Solutions

Our carrier agnostic approach—gives you the best combination of services so you can have the speed, reliability, and security you need for your business.

### Other Services

Remote Hands  
Managed Edge Hardware  
SD-WAN  
Cloud Firewall

## MONTHLY RECURRING CHARGES (MRC)

2500 Trex Way, Winchester, VA 22601

### ASSIST SERVICES

| QTY | DESCRIPTION      | MONTHLY | EXTENDED   |
|-----|------------------|---------|------------|
| 21  | Ten4 Assist Plus | \$49.95 | \$1,048.95 |

MRC SUBTOTAL \$1,048.95

**TOTAL MRC \$1,048.95**

Pricing Excludes Taxes | Valid Through: May 5, 2024

Additional Information:

# TEN4 SERVICES AGREEMENT

**Customer Legal Name:** \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Name and Email: \_\_\_\_\_

Sales Agent: Aimee Moore

Service Address: 2500 Trex Way, Winchester, VA 22601

## Service Term

The Service Term for Ten4 Services is thirty-six (36) months from date of install for each service, unless otherwise stated in writing ("Effective Date").

Auto Renewal: Following the Initial Service Term, this SOF shall renew automatically on a month-to-month basis upon the same terms and conditions, and either party may terminate at any time with sixty (60) days' written notice.

## Coverage & Cost

During the Service Term, Ten4 agrees to provide the Services components described herein at the stated rates for sites and services listed in the attached Exhibits, and as may be amended hereafter in writing. Charges listed may not include taxes, fees, or regulatory surcharges that may be assessed on the Services ("Taxes"), and Customer will be responsible for all such Taxes.

**MRC:** Customer agrees to pay a total of **\$1,048.95** per month for the Service Term.

**NRC:** Customer agrees to pay a total one-time fee of **\$0.00** in advance, at the time this Agreement is signed.

## Monthly Payment Method (choose one):

☐ **AUTO PAYMENT OPTION**

Our team will contact you with instructions for providing secure credit card or ACH payment information.

☐ **STANDARD PAYMENT OPTION**

Please check here to pay your monthly invoices via check.

Unless otherwise specified in this agreement, all Ten4 invoices are payable at the beginning of each monthly billing cycle and are due net thirty (30) days from the date of the invoice. Amounts not paid when due (total Ten4 invoice, including all Underlying Provider and Ten4 charges) may accrue interest at a rate of 1.5% per month or the highest amount permitted by applicable law, whichever is less. Additionally, Services may be suspended if payment is not received within thirty (30) days following date due.

In the event a Ten4 Service (or component thereof) is onboarded on a date that is not the first day of the month, fees shall be pro-rated from the date onboarded and invoiced in the subsequent full month.

Ten4 will not increase any specified rates during the Service Term but may, upon notice to Customer, adjust any such rates to Ten4's then-standard rate following the expiration of the fixed portion of the Service Term.

## Terms & Conditions

The undersigned acknowledges they have received, read, accepted, and agree to the Ten4 terms of service and conditions incorporated in the following link. [www.ten4.us/standardtc](http://www.ten4.us/standardtc)

In addition to the Terms and Conditions referenced herein, CUSTOMER EXPRESSLY AND EXPLICITLY AGREES TO BE BOUND BY THE UNDERLYING SERVICE PROVIDER CONTRACTS.

## Acceptance

Ten4 and Customer have caused this Agreement to be executed below by their duly authorized signatories.

**Customer:**

**Distributed Computing, Inc. dba Ten4:**

By:

Title:

Date:

By: Deanna R. Kelly

Title: Vice President

Date:

**EXHIBIT D**  
**ASSIST SERVICES**

| ASSIST SERVICES |                  |         |            |
|-----------------|------------------|---------|------------|
| QTY             | DESCRIPTION      | MONTHLY | EXTENDED   |
| 21              | Ten4 Assist Plus | \$49.95 | \$1,048.95 |
| MRC SUBTOTAL    |                  |         | \$1,048.95 |

Pricing Excludes Taxes | Valid Through: May 5, 2024

☐ By checking this box, Customer allows new sites to be added with same service at the same rate without additional signature.

**COVERAGE**

During the Service Term, Ten4 agrees to provide help desk services relating to Customer's broadband network as listed herein, and as may be amended hereafter in writing.

Standard Assist Services include:

- WAN/ Edge Connection Management
- Incident Management
- U.S. Based Support Team
- Connection Inventory Management (ForgeOS)
- Business Hours Support
- Onboarding and Maintaining Accurate Services Inventory

Assist Plus includes above (standard) Services PLUS the following:

- Extended Hours Support
- 24/7 Proactive Monitoring
- Service Level Agreement Response Times
- Custom Reporting & Service Analysis

For Standard Assist Services, after-hours coverage for interruption of Provider Services and/or connectivity issues is provided at an additional expense.

It is agreed that the Customer will call Ten4's Assist Line with any network issue, or via other mutually agreed upon method. Ten4 shall promptly contact carrier for carrier-related issues, but Ten4 is not responsible for any delay that is caused solely by the carrier in resolving such carrier-related issues.

If new broadband services are being ordered, Customer agrees to execute the referenced connectivity order/s with underlying carrier/s OR Customer will execute a Letter of Authorization ("LOA"), allowing Ten4 to purchase connectivity services for this site as agreed to by the Parties and described herein above.

INITIALS \_\_\_\_\_