



## Hosted Voice Site License Addendum

**Customer Legal Name:** Storage at NOBT & Osceola Parkway, LLC  
**Billing Address:** P.O. Box 20850, Charleston, SC 29413  
**Billing Contact and e-mail Address:** Shawana Blackstone, sblackstone@adamspropgroup.com  
**Service Location Address:** 2965 N Orange Blossom Trail, Kissimmee, FL 34744

As of the date this Site License Addendum is signed by Customer ("Effective Date"), Ten4 and Customer enter into this Agreement and, in addition to the terms herein, agree to be bound by Ten4's Hosted Voice Terms and Conditions, which can be found at [www.ten4.us/hvTC](http://www.ten4.us/hvTC) and which are incorporated herein and constitute part of this Agreement.

### 1. Service Term

The Service Term for these Managed Services is thirty-six (36) months, unless otherwise stated in writing.

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

### 2. Coverage & Charges

During the Service Term, Ten4 agrees to provide the following components, for sites listed herein:

HOSTED VOICE SOLUTION (**Exhibit A**)  
WIRELESS BROADBAND BACKUP (INTERNET ACCESS) (**Exhibit A**)

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

In addition to the terms and conditions in the MSA and listed herein, CUSTOMER EXPRESSLY AND EXPLICITLY AGREES TO BE BOUND BY THE UNDERLYING SERVICE PROVIDER CONTRACTS. If primary connectivity such as Fiber, Cable or POTS is not included in this Agreement, it MUST be obtained separately.

Charges may not include taxes, fees, USF charges or regulatory surcharges that may be assessed on the Services ("Taxes"), and Customer will be responsible for all such Taxes. Billing for Services shall commence when the SOF is signed and shall continue on a monthly basis for Term of Service.

Billing for Services shall commence when this Agreement is signed by Customer and shall continue on a monthly basis for the Term of Service.

### 3. Payments

**MRC:** Customer agrees to pay **Two Hundred Forty Dollars (\$240 .00)** per month for a Term of thirty-six (36) months, invoiced to Customer on a monthly basis, which shall become due and payable on the first day of each month. Pricing excludes taxes.

**NRC:** Customer agrees to pay a one-time fee of **One Thousand Four Hundred Sixty-Five Dollars (\$1,465.00)** in advance, at the time this Agreement is signed.

Invoices are payable monthly in advance at the beginning of each month, unless otherwise specified in writing, and are due net thirty (30) days from the date of the invoice. Services may be suspended if payment is not received within thirty (30) days following date due.

Ten4 may, during the Service Term and upon notice to Customer, pass-through to Customer any increase in Costs if Ten4's underlying third party network or service providers ("Underlying Service Providers") increase their charges to Ten4. If Customer's equipment is lost or stolen during the Service Term, Customer will be responsible for the replacement fee.

If Customer disputes any portion of an invoice relating to Ten4 Charges, Customer will notify Ten4 of the dispute within fifteen (15) days of the date of the invoice and will include with such notice all applicable documentation supporting Customer's dispute. The parties will each designate an authorized representative to discuss the dispute in good faith, such discussion to occur within five (5) business days of the date of Customer's dispute notice. To the extent the dispute is resolved in Customer's favor, Ten4 will credit the applicable amount on Customer's next invoice; and to the extent the dispute is resolved in favor of Ten4, Customer will deliver payment of the disputed amount (together with applicable interest) within five (5) business days of the resolution decision.

If Customer disputes any portion of an invoice relating to Underlying Service Provider charges, Customer will notify Ten4 of the dispute within fifteen (15) days of the date of the invoice and will include with such notice all applicable documentation supporting Customer's dispute. Ten4 will communicate the disputed amount/s and forward all submitted documentation to the Underlying Service Provider within a reasonable time but Ten4 cannot and will not guarantee the nature or timeliness of a response by the Underlying Service Provider.

If Customer does not dispute an invoice within the timeframes and otherwise in accordance with this subsection, the invoice will be payable in full and Customer will be deemed to have waived any right to dispute the invoice.

### 4. Customer Obligations

Customer agrees to provide Ten4 all necessary access to Customer's physical and network infrastructure, in order that service may be performed as set forth herein. In the event that said access is not provided as requested, Customer is aware that monitoring and trouble ticketing may be jeopardized.

At the termination of this Agreement, the Customer shall, within thirty (30) days of said termination, return all rented equipment to Ten4 undamaged and in good working order. Customer shall deinstall and ship the equipment using a shipping label provided by Ten4. Ten4 shall use reasonable discretion in determining the condition of the equipment upon its return. It is also agreed that the failure of the Customer to return any equipment, either within thirty (30) days of the termination of this Agreement or in a condition reasonably determined to be undamaged and in good working order, shall make the Customer liable to Ten4 in the amount of One Thousand Dollars (\$1,000) as liquidated damages.

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

**Customer: Storage at NOBT & Osceola Parkway, LLC**



By: Joseph Becker  
Title: Director of Operations  
Date: 8-13-2020

**Distributed Computing, Inc. dba Ten4**



By: Deanna R. Kelly  
Title: Vice President  
Date: 08/18/2020

## **EXHIBIT A**

### **Hosted Voice Site License**

#### **Site License, Rental (MRC) Includes:**

- Edgemarc 6000
- Hosted Voice – SOHO Complete
  - Snom M100 KLE Base Station
  - Snom M18 KLE Deskset
  - Snom M10 KLE Handset
- Single SIM for Wireless Broadband backup (5GB plan)
- Up to 3x POTS (off Edgemarc)

#### **Site License, Non-Rental (NRC) Includes:**

- NavePoint 9U Wall Mount Rack
- NavePoint 1U shelf 10" depth
- NavePoint 1U shelf 14" depth
- CyberPower 1U 500V/300W UPS w/ 6 outlets
- Labor & Standard Shipping

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#### **E911 NOTICE**

Customer understands and accepts the requirements and limitations provided in the E911 document, which can be found at [www.ten4.us/E911](http://www.ten4.us/E911) and which are incorporated herein and constitute part of this Addendum.

#### **HOSTED VOICE SERVICE LEVEL AGREEMENT**

Customer understands and accepts the requirements and limitations provided in the Hosted Voice Service Level Agreement, which can be found at [www.ten4.us/hvSLA](http://www.ten4.us/hvSLA) and which are incorporated herein and constitute part of this Agreement.

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#### **WIRELESS BROADBAND USAGE**

Ten4 reserves the right to charge Customer an additional fee for wireless broadband, based on monthly usage, if Customer utilizes more than its data service rate of 5GB in any given month, an additional fee of \$15 per GB will be charged for that month's additional usage.

#### **WIRELESS BROADBAND SERVICE LEVEL AGREEMENT**

Customer understands and accepts the requirements and limitations provided in the Wireless Broadband Service Level Agreement, which can be found at [www.ten4.us/wbSLA](http://www.ten4.us/wbSLA) and which are incorporated herein and constitute part of this Agreement.

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