

ACC BUSINESS MULTI-SERVICE AGREEMENT

Customer	AT&T Corp. d/b/a ACC Business
Removery, LLC Street Address: 1400 South Congress, STE A270 City: Austin State/Province: TX Zip Code: 78704 Country: US	ACC Business
Customer Contact (for notices)	ACC Business Contact (for notices)
Name: Lan Franco Title: Other Street Address: 1400 South Congress, STE A270 City: Austin State/Province: TX Zip Code: 78704 Country: US Telephone: 512-813-9262 Fax: Email: lfranco@removery.com	Street Address: 400 West Avenue City: Rochester State/Province: NY Zip Code: 14611 Country: USA
This ACC Business Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. doing business as (d/b/a) ACC Business ("ACC Business") (each a "Party") is effective when signed by both Parties ("Effective Date").	

This ACC Business Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase ACC Business Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T or ACC Business from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: Customer	AGREED: AT&T Corp. d/b/a ACC Business
By: <u>LAN FRANCO</u> (by its authorized representation)	By: (by its authorized representation)
Name: Lan Franco (Typed or Printed Name)	Name: (Typed or Printed Name)
Title: <u>MANAGER, IT</u>	Title:
Date: <u>10/6/22</u>	Date:

Services: "Service" or "Services" means all products and services (including wireless, if applicable) ACC Business provides Customer pursuant to this Agreement.

Execution by Affiliates: An ACC Business or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ACC Business will cause respective Affiliates to comply with any such separate, associated contract(s). An "Affiliate" of a party is an entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, ACC Business' sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T or ACC Business may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and ACC Business may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse ACC Business for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule),

any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by ACC Business from a third-party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. ACC Business must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to ACC Business' consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and ACC Business will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment ACC Business sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T or ACC Business retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T or ACC Business as Customer's agent to sign and file a financing statement to perfect AT&T's and ACC Business' security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T or ACC Business passes through to Customer any warranties available from its suppliers, to the extent that AT&T or ACC Business is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T and ACC Business shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's and ACC Business' business. If Customer does not want AT&T or ACC Business to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's and ACC Business' collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T or ACC Business only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

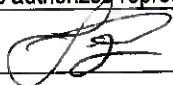
**AT&T Internet Access as sold by ACC Business
PRICING SCHEDULE**

Master Agreement No.:

Customer	AT&T Corp. d/b/a ACC Business
Customer Name: Removery, LLC Street Address: 1400 South Congress, STE A270 City: Austin State/Province: TX Zip Code: 78704 Country: US	ACC Business
Customer Contact (for Notices)	ACC Business Contact (for Notices)
Name: Lan Franco Title: other Street Address: 1400 South Congress, STE A270 City: Austin State/Province: TX Zip Code: 78704 Country: US Telephone: 512-813-9262 Email: lfranco@removery.com	Street Address: 400 West Avenue City: Rochester State: NY Zip Code: 14611 Country: USA Solution Provider Channel ID # A0000804 Associate Solution Provider Channel ID # EL005136

This Pricing Schedule is part of the Agreement between ACC Business and Customer referenced above.

Note: Notice to qualified E-rate (Schools and Libraries) or Rural Health Care (RHC) participants: By signing below, Customer certifies that it has not participated as an applicant under the E-rate or Rural Health Care (RHC) programs during the current funding year at any of its locations, it will not seek E-rate or RHC funding for the services referenced in this Pricing Schedule, and it has no present intent to participate in the future as an applicant in the E-rate or RHC programs.

Customer (by its authorized representative)	AT&T Corp. d/b/a ACC Business (by its authorized representative)
By: 	By:
Name: Lan Franco	Name:
Title: MANAGER, IT	Title:
Date: 10/6/22	Date:

**AT&T Internet Access as sold by ACC Business
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Internet Access as sold by ACC Business aka AT&T High Speed Internet - Enterprise	http://serviceguidenew.att.com/sq_flashPlayerPage/DSL

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Effective Date	Date on which the last party signs the Pricing Schedule
Effective Date of Rates and Discounts	Rate Card effective at time of order placement

Customers may place orders pursuant to this Pricing Schedule. Orders placed require that Customer provide ACC with additional detail such as service speed and the name and contact information (including address and email address) for a primary contact individual.

In the event of a termination of this Pricing Schedule by ACC, the terms and conditions of this Pricing Schedule will survive solely with respect to any Orders submitted by the Customer and accepted by ACC prior to such termination for the remaining term of such Orders.

3. MINIMUM PAYMENT PERIOD

Service Components	Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period*	Minimum Payment Period per Service Component
Broadband and Broadband II Service Components	Lesser of \$200 or number of months remaining under Minimum Payment Period multiplied by the amount of monthly recurring charges	12 Months
*Waived for any line terminated within 30 calendar days after provisioning.		

4. ADDITIONAL TERMS AND CONDITIONS**4.1. Notice of Withdrawal**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	30 calendar days

5. RATES AND CHARGES

Orders for each location will be billed in accordance with the rates in effect at time of order submission. These rates are displayed on the applicable ACC Business AT&T Internet Access Rate Card found on the ACC Business website (<https://solutionprovidercentral.com/>). Such rates apply only to Orders submitted and accepted by AT&T prior to termination or expiration of this Pricing Schedule. Rates for Orders submitted for Service under this Pricing Schedule are stabilized for the term of the Pricing Schedule. All moves, adds and other changes will be billed at the rates in effect at the time of such move, add or other change. At the end of the Pricing Schedule Term, Customer may continue Service on a month-to-month basis at the terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such terms or conditions on 30 days prior notice to Customer.

CUSTOMER LETTER OF AUTHORITY

Please be advised that we, **Removery LLC** ("Customer"), are interested in learning about and potentially purchasing certain products and services from AT&T Corp. d/b/a ACC Business and its affiliates ("ACC Business"), and hereby authorize **Telarus** ("SP") and such other entities or persons named below ("Others Named") to act on our behalf with respect to the matters described herein.

By this Customer Letter of Authority ("Letter"), SP and Others Named are authorized non-exclusively to operate as our representative in dealings between us and ACC Business in connection with the marketing, sale and purchase of telecommunications, data, and information services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary network information ("CPNI"). Notwithstanding the foregoing authorization, neither SP nor Others Named is authorized to execute any contracts on our behalf.

We understand that it is ACC Business's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of telecommunications products and services from ACC Business, we hereby authorize ACC Business to use our CPNI, share our CPNI with SP and Others Named, and/or provide SP and Others Named with access to our CPNI on file with ACC Business. We further grant ACC Business permission to provide SP and Others Named access to all information relating to our accounts and to make changes to our accounts via orders for all services provided by ACC Business. We acknowledge and agree that any unauthorized disclosure of CPNI by SP and/or Others Named will not result in us having any right or remedy against ACC Business. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP and Others Named, ACC Business may initiate a credit check and/or access our existing credit information on file with ACC Business.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For all legal purposes, an electronic Letter will be deemed an original "writing" in accordance with any applicable state law governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. This Letter will become effective on

9/26/22

and will remain valid for a period of **three (3) years** unless revoked in writing by Customer, SP, and Others Named or ACC Business. Written revocation notices must specify the SPs and Others Named name and be received by ACC Business, Attn: Customer Care, 400 West Avenue, Rochester, NY 14611-2538

CUSTOMER: Removery LLC



SIGNATURE

PRINTED NAME: **Lan Franco**

TITLE: **other**

STREET/CITY/STATE/ZIP: **1400 South Congress, STE A270, Austin, TX 78704**

EMAIL ADDRESS/PHONE NUMBER: **512-813-9262 / lfranco@removery.com**

SOLUTION PROVIDER COMPANY: Telarus

SOLUTION PROVIDER SALES REP: **Kelly Owoseni**

STREET/CITY/STATE/ZIP: **45 W Sego Lily Dr, #220, Sandy, UT 84070**

EMAIL ADDRESS/PHONE NUMBER: **kowoseni@telarus.com, 801-838-7879**

SOLUTION PROVIDER ID (SPID): **11343**

OTHERS NAMED/SUB-AGENT

COMPANY NAME: Ten4

REP NAME: **Wesli Naccarato**

STREET/CITY/STATE/ZIP: **1700 Union Ave, STE B, Baltimore, MD 21211**

EMAIL ADDRESS/PHONE NUMBER: **410-464-8938/wnaccarato@ten4.us**

SUB AGENTS SP ID: **EL005136**

