



Sales Authorization and CPNI Consent Form

Verizon Partner Program
For use in Commercial and Pub Sector Accounts

NASP ID:
(for Verizon internal use)

Customer Name	David High MD / Accent Dermatology
Address	622 Stokes Rd Ste A Medford NJ 08055
Phone Number	609 953 0908
Email Address	becky@accentderma.com
Customer Signature (Customer's Authorized Representative)	Becky Palison
Print Name	Becky Palison
Title	Administrator
Effective Date	7/8/20

By signing this form, you hereby authorize Telarus/Ten4 (List name of VPP Member and subagent, if applicable), a participant in the Verizon Partner Program ("Authorized Representative"), to submit requests and review account information including CPNI as defined below, pertaining to services your company purchases from Verizon. You further authorize Verizon Companies* to provide such information directly to the Authorized Representative, noting this authorization does not prevent you from acting on your own behalf whenever you deem it necessary.

Also, in order to better serve your company and offer you additional products and services, Verizon Companies* may need to share information about you as described below.

The Federal Communications Commission and various states require the Verizon Companies to protect certain information relating to the quantity, technical configuration, type, destination, location, and amount of use of your telecommunications and interconnected VoIP services purchased from the Verizon Companies and related local and toll billing information ("CPNI"). The Verizon Companies acknowledge that we have a duty, and you have a right, under law to protect the confidentiality of your CPNI.

By signing this form, you also grant the Verizon Companies, solely for the purpose of offering you current and future products and services available from the Verizon Companies, permission to use, to permit access to, and to disclose your CPNI and Confidential Information ("CI") among ourselves, and to our agents, contractors and partners who assist us in providing such products and services to you and who have an obligation to protect such information.



By checking this box you represent that you have the authority to consent, and do consent, on behalf of your current and future affiliates who receive services and products from the Verizon Companies, to the use, disclosure, and access to CPNI and CI as above.

You have a right to disapprove of the uses of CPNI and CI as set forth above, and you may withdraw consent at any time by notifying us in writing at cpni-notices@verizon.com. Your consent will remain valid until we receive such a notice withdrawing consent. If you refuse or withdraw consent for use or disclosure of your CPNI and CI, it will not affect our provisioning of services to which you subscribe.

Verizon Confidential

*"Verizon Companies" refers to Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services, Cellco Partnership d/b/a Verizon Wireless and their Verizon affiliates.



ADDENDUM to Master Services Agreement
HOSTED VOICE

Customer Legal Name: Accent Dermatology & Aluria Medical Spa
Equipment Location Address: 622 Stokes Road, Suite A, Medford, NJ 08055

As of the _____ day of July, 2020 (Effective Date), Ten4 and Customer enter into this Addendum to the Managed Services Agreement ("MSA"), which was signed and dated this same date and is incorporated herein by reference.

1. Service Term

The Service Term for Hosted Voice Services is thirty-six (36) months from date of install for each location.

Auto Renewal: Following the Initial Service Term, the SAF 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.

2. Coverage & Cost

Services: During the Service Term, Ten4 agrees to provide the following hosted voice equipment and services at the stated rates for each site listed herein above, and as may be amended hereafter in writing.

MONTHLY RECURRING CHARGES (MRC)			
QUANTITY	DESCRIPTION	MONTHLY	EXTENDED
30	Business Complete Seat w/phone - Features include Unlimited Inbound/Outbound Calling, IP Phone license, 1 x DID, 1 x Call Path, Voicemail to Email, Auto Attendant, Hunt Group, Music on Hold, basic desk phone (Yealink T41P/Polycom VVX 250/Grandstream GXP2135)	\$24.95	\$748.50
26	Yealink T54 w/power supply	\$1.25	\$32.50
12	Wall Mount for Yealink T54		Waived
4	Yealink T57W w/power supply - 7" capacitive touch screen corded deskphone, built in bluetooth 4.2, built in wi-fi (802.11a/b/g/n/ac), USB (for recording), POE	\$4.50	\$18.00
1	Yealink 50-Button DSS	\$2.55	\$2.55
1	Voicemail Transcription - enables voicemail messages to be transcribed into text and send via email or SMS	\$3.50	\$3.50
1	EdgeMarc 2900a (C2E) - A scalable VPN/router that supports dual Ethernet WAN and 4-port managed VLAN. Includes 2 FXO ports and 6 FXS ports. Licensed for up to 300 concurrent WAN VoIP calls.	\$10.00	\$10.00
1	Edgemarc C2E Licensing & Monitoring - licensing and monthly monitoring for Edgemarc Cloud to Edge (C2E)	\$39.95	\$39.95
30	Additional Domestic Telephone Number (DID) One (1) DID or Telephone Number (TN) in one rate center.	\$ 0.75	\$22.50
9	Bundle Ext Plan (Analog) - One extension associated with one device (Viking Door Phones)	\$6.00	\$54.00
MRC SUBTOTAL			\$931.50

Pricing Excludes Taxes

NON-RECURRING CHARGES (NRC)			
QUANTITY	DESCRIPTION	PRICE	EXTENDED
1	Grandstream GXW ATA (24 port)	\$548.60	\$548.60
1	On-site installation (full day)	\$4,500.00	\$4,500.00
60	Phone Number LNP and/or Toll Free RESPORG	\$ 5.00	\$300.00
1	SBC Remote Setup & Configuration	\$350.00	\$350.00
NRC SUBTOTAL			\$5,698.60

Pricing Excludes Taxes & Shipping

MRC: Customer agrees to pay **Nine Hundred Thirty-One Dollars and Fifty Cents (\$931.50)** 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.

NRC: Customer agrees to pay a one-time fee of **Five Thousand Six Hundred Ninety-Eight Dollars and Sixty Cents (\$5,698.60)** in advance, at the time this Agreement is signed.

In addition to the terms and conditions in the MSA and listed herein, CUSTOMER EXPRESSLY AND EXPLICITLY AGREES TO BE BOUND BY ANY UNDERLYING SERVICE PROVIDER CONTRACTS.

All bills are due within thirty (30) days upon receipt of Ten4 invoice. Customer will pay all Charges as set forth in the SAF which shall be signed per location or service ordered and are incorporated herein by reference. 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.

3. Emergency Services 911 Dialing

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

4. Termination

Termination For Cause. Either party may immediately terminate a SAF by written notice if the other party breaches a provision of this Addendum or the Master Services Agreement and the breaching party does not cure such breach after written notice and a five (5) day cure period in the event of any failure to pay an amount due hereunder, or a thirty (30) day cure period in the event of any other breach.

If Ten4 Terminates for Cause, Ten4 will have no further liability or obligation under this Addendum and accompanying SAF.

Early Termination Fee. If Customer terminates any Services 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. In no event shall Customer be entitled to any refund of already paid charges if the SAF, Addendum or MSA, or any portion thereof, is terminated.

5. Service Level Agreement

For all Customer sites that complete a SAF with designated Hosted Voice SLA equipment, Ten4 shall warrant the following levels of Service on the network when installed by Ten4 or an authorized technician:

a. General Standard. Ten4 will use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

b. Interruptions in Service. Interruptions in service, which are not due to Customer's negligence or non-compliance with the provisions of the Agreement (including all Addendums, SAFs and other relevant documents attached thereto), or the operation or malfunction of facilities, power, or equipment provided by Customer, will be credited to Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by Ten4 under this Agreement.

c. Credit for Interruptions. An interruption period begins when Customer reports a service, facility, or circuit to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If Customer reports a service, facility, or circuit to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted.

i. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be given on the usage-sensitive portion of the service.

ii. A credit allowance will be given for interruptions of 30 minutes or more, upon written request of the customer no later than ten (10) business days after the occurrence of the outage to Customer's Ten4 Account Manager. Credit allowances will be calculated as follows:

iii. If the interruption continues for less than 24 hours:

(a) 1/30th of the monthly recurring charge if it is the first interruption in the same billing period.

(b) 2/30ths of the monthly recurring charge if there was a previous interruption of at least 24 hours in the same billing period.

iv. If the interruption continues for more than 24 hours, 1/30th of the monthly recurring charge for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

v. Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered as one interruption.

d. **Maximum Credit.** Credits attributable to any billing period for interruptions of service shall not exceed the total monthly recurring charges for that period for the service and facilities furnished by Ten4 rendered useless or substantially impaired. The credits set forth in this SLA shall be Ten4's sole liability and Customer's sole remedy in the event of any interruption. Unless otherwise specifically provided in this Agreement, under no circumstances shall an interruption be deemed a breach of the Agreement.

e. **"Interruption" Defined.** For the purpose of applying this provision, the word "interruption" (whether capitalized or not) shall mean a complete loss of service resulting in the inability to complete calls (either incoming or outgoing or both) due to equipment malfunction or human errors for a continuous period of more than thirty (30) minutes. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of Customer or where Ten4, pursuant to the terms of the Agreement, suspends or terminates service because of nonpayment of bills due to Ten4, unlawful or improper use of the facilities or service, or any other reason covered by the Agreement. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Agreement, Customer is responsible for providing electric power.

f. **Limitations on Credit Allowances.** No credit allowance will be made for:

i. Interruptions arising from the acts or omissions of, or non-compliance with, the provisions of this Agreement or any schedule or exhibit thereto by Customer or any authorized user, or any interruptions due to any party other than Ten4 or for events happening on any other party's network, including but not limited to internet service providers or other common carriers connected to, or providing service connected to, the service of Ten4 or to Ten4's facilities;

ii. Interruptions due to the failure or malfunction of non-Ten4 equipment, including service connected to Customer-provided electric power;

iii. Interruptions of service during any period in which Ten4 is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

iv. Interruptions of service during any scheduled maintenance period or when Customer has released service to Ten4 for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

v. Interruptions of service due to force majeure events beyond the reasonable control of Ten4.

6. Service Delivery and Escalation

a. **Support Hours.** Standard live support hours are Monday through Friday, 8am to 8pm EST/EDT. Routine requests for changes (MACDs) are processed during standard support hours. Emergency after hours, weekend and holiday support available 24/7 via call-back service.

Support Contact Information:

Phone – 888.787.6999 or 856.505.4900

Email – support@ten4.us

b. **Priority Definitions and Processes.**

i. **MACD:** Routine request for Moves, Adds, Changes or Deletion of configured services (none service-affecting).

ii. **Low:** Experiencing intermittent problems (e.g. static, echo) that do not impact the ability to conduct business.

iii. **Medium:** Service is impaired, but Customer can still conduct business.

iv. **High:** Experiencing 50% or more service outage of one or more locations, circuits, or lines. This may also include intermittent problems that are so severe that they impact the ability to conduct business.

Note: All HIGH service outage tickets receive immediate attention and follow ups will be made every 2 hours until issue is closed.

Priority	Target Time	Escalation Guidelines			
		1 st Level	2 nd Level	3 rd Level	4 th Level
MACD	<24 hours	24 hours	28 hours	36 hours	48+ hours
Low	<8 hours	8 hours	10 hours	12 hours	24+ hours
Medium	<4 hours	4 hours	6 hours	8 hours	10+ hours
High	<2 hours	2 hours	4 hours	6 hours	6+ hours

c. **Customer Support Contacts.** Ten4 has technical support available to assist Customer. Customer can contact Ten4's management team listed below:

1 st Level	Technical Support	888.787.6999	support@ten4.us
2 nd Level	Senior Network Engineer, Bryan LaLonde	856.422.5304	blalonde@ten4.us
3 rd Level	Director, Network Engineering, Tom McDonnell	856.505.4909	tmcdonnell@ten4.us
4 th Level	VP Operations, Scott Klemm	856.505.4902	sklemm@ten4.us

7. Disconnects

Customer explicitly requests and Ten4 shall submit a written request for disconnection to Customer's current provider/s upon completion of porting of lines to Ten4's service at each Customer location. Customer understands and agrees that a request for disconnect and cancellation does not guarantee performance of same; disconnection may be contingent upon final payment or other factors. Ten4 shall not be responsible for any charges resulting from Customer's current provider failing to perform the requested disconnect.

8. Network Changes

Customer understands and agrees that Ten4's ability to provide Services may be affected by Customer's network design and any changes to its network design or security requirements may hinder or altogether prevent a Customer's site from receiving Services. Should Customer make any network design changes which require Ten4 to operate within Customer's network, Customer shall notify Ten4 as soon as reasonably possible. Ten4 shall make a reasonable effort to verify which, if any, Customer sites may be affected by the change and notify Customer within five (5) business days.

Acceptance

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

Client: Accent Dermatology & Aluria Medical Spa

Distributed Computing, Inc. dba Ten4

By:
Title:
Date:

Becky Kahan
Administrator

By: Deanna R. Kelly
Title: Vice President
Date:



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 **Accent Dermatology & Aluria Medical Spa** ("Customer"), with headquarters located at 622 Stokes Road, Suite A, Medford, NJ 08055, 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 five (5) years ("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. Ten4's provision of Services is in all cases subject to Ten4's Acceptable Use Policy ("AUP"), which is located at www.ten4.us/acceptableusepolicy and is likewise incorporated herein and constitutes a part of this Agreement.

Each SOF will specify the Service Charges, Service Term, Service Location and other information reasonably required by Ten4 to provide the Services.

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.

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 will defend and indemnify the other party and the Underlying Service Providers, and each of their respective officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) incurred in connection with any third party claims for property damage, personal injury or death arising from or in connection with this Agreement to the extent said claims arise from the party's gross negligence or willful misconduct. This indemnity shall survive the termination of this Agreement.

Additionally, Customer will defend and indemnify Ten4 and the Underlying Service Providers, 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 or any SOF and fails to cure such breach within thirty (30) days of the other party's notice reasonably specifying the breach. Upon default, the non-defaulting party may terminate this Agreement and/or an affected SOF by written notice.

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

In no event shall Customer be entitled to any refund of already paid Service Charges if this Agreement or any SOF is terminated, except for a termination based on Ten4's default, as defined in Section 9 herein.

If Customer terminates a Service (other than for Ten4's default) prior to the expiration of the Service Term, Customer will pay the Early Termination Fee ("ETF") set forth in the applicable Addendum or SOF. 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.

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, 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: Accent Dermatology & Aluria Medical Spa

If to Ten4: Ten4

1700 Union Avenue, Suite B
Baltimore, MD 21211
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: Accent Dermatology & Aluria Medical Spa

By:
Title:
Date:

Becky Palson

Administrator

Distributed Computing, Inc. dba Ten4

By: Deanna R. Kelly
Title: Vice President
Date: