



Administration Services Addendum

Customer Legal Name: Adams Property Group

Billing Address: P.O. Box 20850, Charleston, SC 29413

Billing Contact and e-mail Address: Shawana Blackstone, sblackstone@adamspropgroup.com

Service Location Addresses: (see Exhibit B)

As of the date this Administration Services 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 Standard Terms and Conditions, which can be found at www.ten4.us/standardTC and which are incorporated herein and constitute part of this Agreement.

1. Service Term

The Service Term for these Managed Services is twelve (12) months (SB) SKR, 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 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:

BILLING AGGREGATION (**Exhibit A**)

NOC SERVICES (**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.

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 Four Hundred Fifty Dollars (\$450.00) per month for a Term of twelve (12) months (SB) SKR, invoiced to Customer on a monthly basis, which shall become due and payable on the first day of each month.

NRC: --NONE--

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: Adams Property Group

By: 
Title: Sharyane Blackstone
Controller

Distributed Computing, Inc. dba Ten4


By: 
Title: Deanna R. Kelly
Vice President
08/21/2020

EXHIBIT A
Services Administration Options

Monthly Recurring Charges (MRC)			
Qty	Description	Monthly	Extended
15	Ten4 Billing Aggregation, per circuit per site	\$ 10.00	\$ 150.00
15	Ten4 NOC Services, per circuit	\$ 20.00	\$ 300.00
MRC Estimated Subtotal			\$ 450.00

BILLING AGGREGATION SERVICES

During the Service Term, Ten4 agrees to provide aggregate billing of Customer's broadband network as listed herein, and as may be amended hereafter in writing. Ten4 agrees to provide the following Services:

- Aggregate billing in a single invoice
- Payment of known bills to service providers
- Monthly billing analysis
- Access to account information via Ten4 Portal

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 Initial Service Term. 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 Providers") increase their charges to Ten4.

Billing Aggregation invoices are payable monthly in advance at the beginning of each month. All Ten4 invoices are due net fifteen (15) days from the date of the invoice. In the event a Billing Aggregation site is migrated on a date that is not the first day of the month, fees shall be pro-rated for the month of migration and invoiced in the next subsequent full month. Amounts not paid when due (total Ten4 invoice, including all Service 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.

NOC SERVICES

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. Ten4 agrees to provide the following Services:

- Extended helpdesk network/WAN support, including trouble ticket creation and resolution with underlying providers
- Coverage period: 12 x 6 (8am – 8pm, Mon – Sat, EST/EDT)
- Thirty (30) minute response time during coverage period
- Access to service inventory at each location on NOC Services SOF, via Ten4 Portal
- Reporting with metrics (calls/emails received, tickets opened, sites affected, tickets resolved, response times)
- Cancellation of existing services upon request

After-hours coverage for interruption of Provider Services and/or connectivity issues is provided at an additional expense.

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.

It is agreed that the Customer end user will call Ten4's help desk 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.

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EXHIBIT B
Service Location Addresses

1. AIKEN: 670 E Pine Log Road, Aiken, SC 29803
2. ASHEVILLE: 1402 Brevard Road, Asheville, NC 28806
3. AUGUSTA: 159 Cooper Drive, Augusta, GA 30907
4. BONAIRE: 128 Highway 96, Bonaire, GA 31005
5. EVANS: 4731 Washington Road, Evans, GA 30809
6. GRANITEVILLE: 4731 Washington Road, Evans, GA 30809
7. GREENWOOD: 2077 Calhoun Road, Greenwood, SC 29649
8. JACKSONVILLE: 5751 Beach Blvd., Jacksonville, FL 32207
9. NOBT KISSIMMEE: 2965 N Orange Blossom Trail, Kissimmee, FL 34744
10. OAKBROOK: 760 Travelers Blvd., Summerville, SC 29485
11. OCEAN ISLE: 6606 Ocean Highway West, Ocean Isle Beach, NC 28469
12. SENECA: 365 Keowee School Road, Seneca, SC 29672
13. ST. MATTHEWS RD: 1758 St. Matthews Road, Orangeburg, SC 29118
14. WANDO: 1176 Clements Ferry Road, Wando, SC 29492
15. WESTMINSTER: 2254 Sandifer Blvd., Westminster, SC 29693

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