



## ADDENDUM to Master Services Agreement

### MULTIPLE SERVICES

**Customer Legal Name:** Pediatric Eye Care of Maryland  
**Billing Address:** 2 Hamill Road, Suite 345, Baltimore, MD 21210  
**Billing Contact and e-mail Address:** Chippy Weiner, [chippydea2004@yahoo.com](mailto:chippydea2004@yahoo.com)  
**Service Location Address:** \_\_\_\_\_

As of the 17 day of June, 2020 (Effective Date), Ten4 and Customer enter into this Contract and, in addition to the contents herein, agree to be bound by Ten4's Standard Terms and Conditions, which can be found at [www.ten4.us/T&C](http://www.ten4.us/T&C) and which are incorporated herein and constitute part of this Contract.

#### 1. Service Term

The Service Term for Managed Services is thirty-six (36) months, invoiced to Customer on a monthly basis. Billing for the services shall commence on the earlier of: (i) use of the Service by customer or (ii) five (5) days after delivery of the service to the Customer's service address.

**Auto Renewal:** Following the Initial Service Term, the SOF 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 & Cost

**Services:** During the Service Term, Ten4 agrees to provide the following multiple Service components, for sites listed in the SOF, which are listed below:

HOSTED VOICE & FAX SOLUTIONS (**Exhibit A**)

SIERRA WIRELESS FIXED CELLULAR (INTERNET ACCESS) (**Exhibit B**)

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.

#### 3. Charges and Payments

**MRC:** Customer agrees to pay a total of **Four Hundred Ninety-Eight Dollars and Ninety-Five Cents (\$498.95)** 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 **Four Hundred Twenty-Four Dollars and Ninety-Five Cents (\$424.95)** in advance, at the time this Agreement is signed.

Invoices are payable monthly in advance at the beginning of each month, except where otherwise specified herein. All Ten4 invoices are due net thirty (30) days from the date of the invoice. Amounts not paid when due (total Ten4 invoice, including all Underlying 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.

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. Services may be suspended if MRC 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 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 under this Addendum. Services may be provided by Ten4 through one or more of its affiliates.

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.

## 5. Termination

**Termination For Cause.** Either party may immediately terminate a SOF 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 SOF.

**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 SOF, Addendum or MSA, or any portion thereof, is terminated.

If a phone system option is taken and this Agreement is terminated for convenience within ninety (90) days from the phone system installation, Customer has the option **to return the equipment** to Ten4 undamaged and in good working order. Ten4 shall then reimburse Customer fifty percent (50%) of the NRC paid to Ten4.

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 Addendum to be executed below by their duly authorized signatories.

**Customer: Pediatric Eye Care of Maryland**

DocuSigned by:

*Dean Fiergang*

By: 85B17C0451B2442 Dean Fiergang

Title: President

**Distributed Computing, Inc. dba Ten4**

DocuSigned by:

*Deanna Kelly*

By: 5F0520BAC805492 Deanna R. Kelly

Title: Vice President

## EXHIBIT A

### Hosted Voice Solutions

Monthly Recurring Charges (MRC)			
Qty	Description	Monthly	Extended
1	<b>SIP Trunk Bundle (Large)</b> – Includes 25 Trunks, 40 DID's, E911, SBC and Monitoring and Unlimited local and domestic (US and Canada) in accordance with Ten4 Acceptable Use Policy	\$449.95	\$449.95
<b>MRC-1 Subtotal</b>			<b>\$ 449.95</b>

Non-Recurring Charges (NRC)			
Qty	Description	Price	Extended
1	On-site Setup & Installation	\$600.00	Waived
40	Local Number Porting	\$ 5.00	\$200.00
1	Remote PBX Setup	\$199.95	\$199.95
1	SBC Setup and Configuration	\$750.00	Waived
<b>NRC-1 Subtotal</b>			<b>\$399.95</b>

-- All Pricing Excludes Taxes --

#### 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.

#### SERVICE LEVEL AGREEMENT

For all Customer sites that complete a SOF 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, SOFs 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.

## 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](mailto: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 <sup>st</sup> Level	2 <sup>nd</sup> Level	3 <sup>rd</sup> Level	4 <sup>th</sup> 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 <sup>st</sup> Level	Technical Support	888.787.6999	<a href="mailto:support@ten4.us">support@ten4.us</a>
2 <sup>nd</sup> Level	Senior Network Engineer, Bryan LaLonde	856.422.5304	<a href="mailto:blalonde@ten4.us">blalonde@ten4.us</a>
3 <sup>rd</sup> Level	Director, Network Engineering, Tom McDonnell	856.505.4909	<a href="mailto:tmcdonnell@ten4.us">tmcdonnell@ten4.us</a>
4 <sup>th</sup> Level	VP Operations, Scott Klemm	856.505.4902	<a href="mailto:sklemm@ten4.us">sklemm@ten4.us</a>

## 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.

## 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.

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## EXHIBIT B

### Wireless Broadband Services

Monthly Recurring Charges (MRC)			
Qty	Description	Monthly	Extended
1	Sierra Cellular Broadband, 1GB per month	\$49.00	\$49.00
MRC-2 Subtotal			\$49.00

Non-Recurring Charges (NRC)			
Qty	Description	Monthly	Extended
1	Standard Ground Shipping	\$25.00	\$25.00
NRC-2 Subtotal			\$25.00

#### USAGE

Ten4 reserves the right to increase Customer's Service plan, based on monthly usage, if Customer utilizes more than 3x their data service rate in any consecutive 3-month period during their term of agreement. Ex. If base rate is 5GB and Customer usage is greater than 15GB for three consecutive months, data rate plan may be amended, and Customer may be billed accordingly going forward.

One-time Pro-Install fee requires that site be accessible and local contact be available to service technician. Additional fees may apply for subsequent visits or cancellations. (fee may be shown with NRC subtotal on a separate page)

#### SERVICE LEVEL AGREEMENT

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

##### a. Mean Time to Restore

The average time it takes to restore service from issuance of a trouble ticket by Customer is four (4) hours for Service Provider issues and twenty-four (24) hours for Equipment issues.

##### b. Data Rates and Latency (LTE Service)

Download	6 Mbps
Upload	2 Mbps
Latency	150 ms

If Customer believes that a Circuit is not meeting this SLA, Customer will notify Ten4 by submitting a trouble ticket. If a Circuit persistently fails to meet this SLA, Customer may request that Ten4 conduct an analysis to determine whether it is feasible to provide Service to the Circuit in accordance with this SLA (a "Feasibility Assessment"). The Feasibility Assessment will be performed by a senior support technician and reviewed by Ten4 management. If, as a result of the Feasibility Assessment, Ten4 determines that it is not feasible to provide Service to the Circuit in accordance with this SLA, then Ten4 will provide Customer with the option to terminate the Circuit without being assessed an Early Termination Fee, provided such termination is exercised within thirty (30) days of commencement of the Services.

##### c. Termination of Circuit

Customer may terminate a Circuit if Ten4 fails to meet the Mean Time to Restore service level for the Circuit three times in any rolling six-month period. If Customer wishes to exercise its termination rights with respect to a particular Circuit, Customer must provide Ten4 with a termination notice describing the grounds for termination within thirty (30) days of the date of the event giving rise to the termination right.

##### d. Exclusions

This Addendum and the SLAs set forth within do not apply if the failure to meet the SLA is caused in whole or in part by any of the following:

- Loss of power at the remote location or unstable power source;
- Any non-Ten4 provided equipment or service;
- Any physical damage to equipment that is not caused by a defect in design or manufacturing;
- Any breach of the MSA or this Addendum by Customer, any negligence or misconduct on the part of Customer or their representatives, or any failure by any of them to cooperate reasonably with Ten4 in resolving any issues with the Services;
- Use of the Service in a manner inconsistent with the intention as described in the MSA or SOF;
- Suspension or termination of the Service as a result of a violation of the MSA or the SOF (or any similar policies of a third-party carrier).
- Equipment purchased from Ten4 that is no longer under warranty;
- Failure to maintain the recommended configuration for the Circuit;
- Failure to use sufficient effort to protect the Equipment from theft and weather-related damage; or

- Any *force majeure* event.

If Ten4 determines that, due to factors outside its reasonable control, it is no longer feasible to provide Service for a particular Circuit at the levels set forth in this SLA, then Ten4 may terminate this Addendum and the corresponding SOF as it relates to that Circuit upon sixty (60) days' written notice to Customer and without Customer being assessed an Early Termination Fee.

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