



## ADDENDUM to Master Services Agreement HOSTED VOICE

**Customer Legal Name:** Indel Power Group LLC dba Western Branch Diesel  
**Equipment Location Address:** 2011 Corp Drive, Portsmouth, VA 23703

As of the 29 day of April, 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 provided on the Service Activation Form ("SAF").

**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.

This Addendum shall continue in effect for as long as any SAF for Hosted Voice Services is in effect.

### 2. Coverage & Cost

**Services:** During the Service Term, Ten4 agrees to provide hosted voice services for sites listed in the SAF, and as may be amended hereafter in writing. Ten4 offers the following Services and Products:

- SIP Trunk Bundling (with option for unlimited)
- Hosted Fax
- Additional DIDs and setup
- Remote setup and configuration of Edgemark device to support SIP trunking
- Hosted Phones
- Access to account information via Ten4 Portal

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 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 856.422.5300

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	support@ten4.us
2 <sup>nd</sup> Level	Senior Network Engineer, Bryan LaLonde	856.422.5304	blalonde@ten4.us
3 <sup>rd</sup> Level	Director, Network Engineering, Tom McDonnell	856.422.5309	tmcdonnell@ten4.us
4 <sup>th</sup> Level	VP Operations, Scott Klemm	856.422.5302	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.

**Customer: Indel Power Group LLC**



By: Neil Mullins  
Title: Systems Administrator  
Date: 4/29/2020

**Distributed Computing, Inc. dba Ten4**



By: Deanna R. Kelly  
Title: Vice President  
Date: 05/12/2020