

Customer Name: Distributed Computing, Inc.
Quote #: Q-00621183

Quote Generation Date: 11/7/2018 12:04:19 PM

Cutoff Date: 12/22/2018 Currency: USD

Customer Information	Account Information	Prepared By	
Name: Distributed Computing, Inc. Primary Contact: Zane Gee Primary Contact Phone: (410) 464-8928 Primary Contact Email: zgee@distcomp.com Billing Contact: Kelly Hiser Billing Contact Phone: (410) 464-8900 Billing Contact Email: carrierbills@distcomp.com	BPID: 3542391 Billing Account: Billing Address: 1700 UNION AVE SUITE B BALTIMORE, MD 21211 Contract ID#: NEW	Name: Jo Branch Phone: (801) 838-9451 Email: jbranchsfa@carriersvcs.com Sales Rep: MORFORD, RUTH	

Quote

Pricing Table

Product	Qty	Location	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ 1 1	1		1554 SURGEONS DR TALLAHASSEE FL 32308		Pro 100M	36 Months	\$139.00	\$99.00	\$99.00
	1			Business Essentials - Standard		36 Months	\$0.00	\$0.00	
				Standard	Servic	e Sub Total:	\$139.00	\$0.00	

"Terms and Conditions for Fiber+ Internet Bundle Offer"

Except as otherwise provided in Section 2 of the Customer Acceptance Provisions, CenturyLink provides Fiber+ Internet services under these additional service-specific terms and conditions which are incorporated into the Agreement by this reference: (a) Fiber+ Internet Bundle provisions ("Package Provisions") found at http://www.centurylink.com/legal/ctae/MTU/fiberplusinternet/v17.pdf and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE service-specific sections in "Section II. Additional Service-Specific Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: http://www.centurylink.com/legal/DTC/v85.pdf.

"Other Provisions for Fiber+ Internet Bundle Offer"

The Fiber+ Internet Bundle type appears in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The Local Access bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The package/bundle pricing includes the Local Access MRC and the Rental CPE MRC. CenturyLink will provide the rental equipment while Customer purchases the Services from CenturyLink. CenturyLink may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET® On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table, the Rental CPE maintenance is ProMET® On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET® On-Site Premium maintenance. Customer's site must qualify for ProMET® On-Site Premium maintenance.

The following Cancellation Charge will apply for the Fiber+ Internet Bundle solution(s) ordered in the above table in lieu of any cancellation charges defined elsewhere in the Agreement, unless stated otherwise herein. If a Fiber+ Internet Bundle Solution is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the Service Term is completed, then Customer must pay CenturyLink the following Cancellation Charges: (A) the sum of the applicable Fiber+ Internet MRC, plus any additional MRCs associated with the Fiber+ Internet Bundle Solution at that Service location multiplied by: (1) 100% of the number of months, if any, remaining in the first year of the Service Term; (2) 75% of the number of months, if any, remaining in the second year of the Service Term; and (3) 50% of the number of months, if any, for the remainder of the Service Term; (B) the amount of any applicable nonrecurring charges waived or discounted by CenturyLink for the Services; (C) the amount of any installation or construction charges incurred by CenturyLink to install the Services; and (D) charges incurred by CenturyLink from a third-party provider that result from the early termination. The charge in the Rental CPE section that applies if Customer fails to return rental CPE to CenturyLink will also apply.

As part of the Service provisioning process, CenturyLink will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will Opportunity ID#: 56091266

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CONFIDENTIAL



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be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use; 2) It will not resell the Services, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; and 3) It will not in any way offer third party access to the Services, even if it adds features or functions to the Services or combines the Services with another service.

"Business Applications Provisions"

Customer is currently eligible to receive the following optional CenturyLink business applications provided by CenturyLink affiliate Savvis Communications Corporation DBA CenturyLink TS and its affiliates ("CenturyLink TS") at no additional charge. The optional business applications apply to the product(s) listed in the "Product" column of the preceding pricing table. CenturyLink or CenturyLink TS may modify or discontinue this offering for any future purchases of the product(s) listed in the "Product" column of the preceding pricing table. You will receive a URL and log-in credentials to access your business applications. When you first log in to the Management Console, you will be asked to accept the CenturyLink terms and conditions before activating the applications. The optional business applications are governed by the CenturyLink business applications terms and conditions also found at https://apps.centurylink.com/terms-conditions and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink TS services at the following website: https://apps.centurylink.com/login. Additional charges will apply.

Customer: Distributed Computing, Inc.	CenturyLink Sales Solutions, Inc.	
Janay)		
Authorized Signature	Authorized Signature	_
Name Typed or Printed		
	Name Typed or Printed	-
Vice President		
Title	Title	-
11/8/18		
Date / /	Date	-

ervice(s) Total for Services priced in this Quote	TE DECIMAL LAND	violent direct
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 139.00	\$ 0.00

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Customer Acceptance Provisions

- 1. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges. Services (located at the address specified, if applicable) shown on this Quote may not be combined with any other offer(s) or discount(s) other than those specifically listed on this Quote. Early termination charges may apply as set forth in the Agreement. By signing this Quote, Customer orders the services, bundles, offers, and packages identified in the "Product" column of the table(s) above ("Services").
- 2. General. A CenturyLink Total Advantage Express Agreement, CenturyLink Total Advantage Agreement, CenturyLink Master Service Agreement, CenturyLink Master Service Agreement Express or CenturyLink Loyal Advantage Agreement that is signed by authorized representatives of both parties on or before the earlier of the Cutoff Date on this Quote or the Cutoff Date on the agreement and includes all Service specific terms for the Service(s) described and any applicable offer terms in this Quote as determined by CenturyLink records is required to implement the pricing in this Quote ("Agreement"). The terms of this Quote including the "Other Provisions", "Customer Acceptance Provisions," "Terms and Conditions for VP Checkbook Credit Offer," and "Business Applications Provisions" for the Services control except that the "Terms and Conditions" that appear under the pricing table for the Services will only apply if Customer's Agreement is a CenturyLink Total Advantage Express Agreement or CenturyLink Master Service Agreement Express and will not apply if Customer's Agreement is a CenturyLink Total Advantage Agreement, CenturyLink Master Service Agreement or CenturyLink Loyal Advantage Agreement. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Quote amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above.
- 3. Waived NRCs. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Quote only, NRCs are NOT waived unless this Quote expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Quote or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement.
- 4. MACD. If in this Quote Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

Except to the extent required by an open records act or similar law, Customer agrees not to disclose this Quote or any of its contents to any third party.

CENTURYLINK® TOTAL ADVANTAGE® EXPRESS - AGREEMENT - Summary Page

This CenturyLink® Total Advantage® Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and DISTRIBUTED COMPUTING, INC. ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before December 22, 2018 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

1. Services. CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: http://www.centurylink.com/legal/DTC/v85.pdf, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

	FIBER + INTERNET BUNDLE
CenturyLink will charge Custo reference this Agreement. The	omer, and Customer will pay, the rates set forth in a signed CenturyLink issued quote for Service, which will be Initial Service Term is set forth in the quote.

2. Rates

- **2.1 Rate Changes.** Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.
- **2.2 Additional Charges.** Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.
- 3. Term and Termination.
- **3.1 Term.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.
- **3.2 Termination**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.
- 4. Amendments. At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

CUSTOMER: DISTRIBUTED COMPUTING, INC.	CENTURYLINK SALES SOLUTIONS, INC.		
Authorized Signature	Authorized Signature		
Deanna Kelly Name Typed or Printed	Name Typed or Printed		
Vice President 1/8/18 Title Date	Title	Date	

Customer's Address for Notices: 1700 UNION AVE, Attn: General Counsel, BALTIMORE, MD 21211;

CENTURYLINK® TOTAL ADVANTAGE® EXPRESS - AGREEMENT - Summary Page

TERMS AND CONDITIONS

- 1. Additional Terms and Conditions. Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.
- 2. Payment. Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check.
- (a) All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (b) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (c) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- 4. Credit Approval. Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.
- 5. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.
- 6. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.
- (a) Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.
- (b) Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not apply.
- (c) Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages.
- (d) Other Direct Damages. For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.
- 7. Entire Agreement. This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.
- 8. Purchase Orders. This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 9. Uniform Resource Locators (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.



Letter of Agency

Date: 11/8/2018

To: CenturyLink

From: SSH Tallahassee FL 507150

1554 Surgeons Drive Tallahassee, FL 32308

Sub-Agent of: Telarus LLC

45 W Sego Lily Dr, Suite 220

Sandy, UT 84070

This Letter of Agency ("LOA") hereby authorizes SSH Tallahassee FL 507150 and Telarus LLC to act as our agent for the purpose of ordering, coordinating, discussing and arranging communications services at the location indicated below and specifically authorizes release of all customer records to SSH Tallahassee FL 507150 and Telarus LLC, including but not limited to billing records, services records, and network and equipment records. We accept full responsibility for all authorized orders placed by our authorized agent with CenturyLink on our behalf.

This LOA will become effective on 11/8/2018 and will remain in effect for: (check one of the following):

a period of one year unless revoked in writing prior to that date indefinitely, until revoked in writing

This LOA does not preclude our ability to act in our own behalf when we deem it necessary. Any questions relating to this matter may be directed to Zane Gee at 410-464-8928.

Customer Signature

Deanna Kelly VP, DG for

SSH Tallahassee FL 507150 Tallahassee, FL 32308

Member (indicated above) and CenturyLink agree to protect Customer Proprietary Network Information (CPNI) on behalf of our joint Customer (indicated above).