



ADDENDUM to Master Services Agreement MANAGED SERVICES

Customer Legal Name: Caring People Alliance

Customer Address: 1628 JFK Blvd., Philadelphia, PA 19103

Billing Contact and e-mail address: Keith Smith; ksmith@caringpeoplealliance.org

As of the 27th day of February, 2020 ("Effective Date"), Ten4 and Customer enter into this Addendum to the Master Services Agreement ("MSA"). This Addendum is intended to be used in conjunction with the MSA, which includes the standard terms and conditions, and any Service Order Forms ("SOF") which include the site-related order details. All such documents are incorporated herein by reference and constitute part of this Addendum.

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 Managed Service components, for sites listed in the SOF, which are listed below:

HOSTED VOICE SOLUTIONS (**Exhibit A**)

CONNECTIVITY (through Fusion) & BILLING AGGREGATION SERVICES (**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-1: Customer agrees to pay **Eight Thousand Eight Hundred Thirty-Three Dollars (\$8,833.00)** per month for Hosted Voice Services, as described herein in Exhibit A. Said payments will continue 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.

MRC-2: Customer agrees to pay **Forty-Two Dollars and Fifty Cents (\$42.50)** per month for Billing Aggregation Services and an *estimated* **Nine Hundred Ten Dollars and Fifteen Cents (\$910.15)** per month (exclusive of taxes, fees and/or regulatory surcharges) for POTS connectivity through Fusion, as described herein in Exhibit B. Said payments will continue 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. Customer will be responsible for all Fusion Charges and Taxes.

NRC: Customer agrees to pay a one-time fee of **Two Thousand Five Hundred Dollars (\$2,500.00)** in advance, at the time this Agreement is signed, for non-recurring Hosted Voice Services, as described herein in Exhibit A. If on-site training is required, Customer will be charged an additional fee.

Managed Services 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: Caring People Alliance


By: Jerry McDonald
Title: President and CEO

Distributed Computing, Inc. dba Ten4


By: Deanna R. Kelly
Title: Vice President

EXHIBIT A
Hosted Voice Solutions, Pricing and Additional T&C

Monthly Recurring Charges (MRC-1)			
Qty	Description	Monthly	Extended
307	Business Pro package UC - Features include: Unlimited Inbound/Outbound domestic Calling, one registered user, one E911, one DID, one Call Path, Voicemail to Email, PC/Mac Softphone, Mobile App (iOS/Android), Custom Music On Hold. Supports either a softphone or hardphone. (BYOD)	\$11.95	\$3,668.65
78	Contact Center – Voice Essential, includes one full-service call path, voice only, Agent Console, call queuing and reporting for one agent. Agents have access to call controls, reason codes, call history, call recording controls, scripting, supervisor escalation, and screen customization options. (requires Business Pro seat)	\$49.95	\$3,896.10
20	Additional Contact Center Call Path – adds one voice call path to accommodate for call queuing when the number of calls exceeds the number of licensed agents. (based on 125% capacity, 98 paths total).	\$ 30.00	\$ 600.00
16	Virtual Extension – One extension for users who don't require a hardphone or softphone (i.e. forwards directly to a cell phone or mailbox)	\$3.95	\$63.20
1	Toll-Free Number – One domestic Toll-Free number. Inbound call charges \$.029 per minute	\$4.95	\$4.95
1	Unlimited Level 1 Support	\$ 600.00	\$ 600.00
MRC-1 Subtotal			\$ 8,832.90

Non-Recurring Charges			
Qty	Description	Price	Extended
385	Local Number Porting (on-boarding)	No Charge	\$0
385	Remote, configuration of customer provided phones (re-use)	No Charge	\$0
7	PBX setup and on-boarding (per site)	No Charge	\$0
0	On-site, training (per site/per day)	\$500.00	TBD
1	Remote, (Voice Essential) Call Center set-up and configuration (basic, no IVR or 3 rd party apps)	\$2,500.00	\$2,500.00
NRC Subtotal			\$2,500.00

-- Pricing Excludes Taxes --

E911 NOTICE

Customer understands and accepts the requirements and limitations provided in the E911 document, 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 856.422.5300

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	856.422.5309	tmcdonnell@ten4.us
4 th Level	VP Operations, Scott Klemm	856.422.5302	sklemm@ten4.us

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
Connectivity & Billing Aggregation Services, Pricing and Additional T&C

Monthly Recurring Charges (MRC-2)			
Qty	Description	Monthly	Extended
17	Ten4 – Line Management Charge / Billing Aggregation Service	\$ 2.50	\$ 42.50
4	Fusion, Value – POTS line (for Alarms) * <i>Estimated</i> Fusion Rate	\$ 48.95	\$ 195.80
13	Fusion, Essentials – POTS line (for Fax Machines) * <i>Estimated</i> Fusion Rate	\$ 54.95	\$ 714.35
MRC-2 Estimated Subtotal			\$ 952.65

Customer will purchase POTS lines directly through Fusion. Ten4 will receive and pay those Fusion bills then invoice Customer for all Charges as set forth in monthly bills from Fusion, which may include taxes, fees, or regulatory surcharges ("Taxes") that may be assessed on the Services estimated above. Customer will be responsible for all Fusion Charges and Taxes.

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

As to any effective SOF, 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 fixed portion of the 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.

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