



## Billing Aggregation Services Addendum

**Customer Legal Name:** Behavioral Innovations

**Customer Address:** 14131 Midway Road, Suite 800, Addison, TX 75001

**Billing Contact and e-mail address:** accounting@bi-aba.com

As of the date this Billing Aggregation 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](http://www.ten4.us/standardTC) and which are incorporated herein and constitute part of this Agreement. This Agreement is intended to be used in conjunction with the Service Order Forms ("SOF") for Billing Aggregation Services, which includes the site-related order details, and which is incorporated herein and constitutes part of this Addendum.

### 1. Service Term

The Service Term for Billing Aggregation Services is thirty-six (36) months 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 either party may terminate at any time with sixty (60) days' written notice.

### 2. Coverage & Charges

During the Service Term, Ten4 agrees to provide aggregate billing of Customer's broadband network, for sites listed in the SOF, and as may be amended hereafter in writing. Those Services may include: (a) Aggregate billing in a single invoice; (b) Payment of known bills to service providers; (c) Monthly billing analysis; and (d) 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 THE UNDERLYING SERVICE PROVIDER CONTRACTS.

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. Billing for Services shall commence when this Agreement is signed by Customer and shall continue on a monthly basis for the full Term of Service.

### 3. Payments

**MRC:** Customer agrees to pay **Five Hundred Ten Dollars (\$510.00)** per month for a Term of thirty-six (36) months, invoiced to Customer on a monthly basis, which shall become due and payable at the beginning of each monthly billing cycle.

Ten4 invoices for Billing Aggregation are payable monthly in advance at the beginning of each month, unless otherwise specified in writing, and are due net fifteen (15) days from the date of the invoice. 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. Services may be suspended if payment is not received within thirty (30) days following date due. 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.

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.

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 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.

Ten4 and Customer have caused this Agreement to be executed below by their duly authorized signatories.

**Customer: Behavioral Innovations**

*Kateri Shirley*  
By: Kateri Shirley  
Title: Controller  
Date: 03/22/2021

**Distributed Computing, Inc. dba Ten4**

*Deanna R. Kelly*  
By: Deanna R. Kelly  
Title: Vice President  
Date: 7/11/21