



Ten4 Connect Bundle Addendum to Managed Services  
Agreement dated November 8, 2019 (Attached)

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Customer Legal Name: Maryvale Preparatory School, Inc.

Billing Address: 11300 Falls Road, Lutherville, MD 21093

Billing Contact and e-mail Address: (on file)

Service Location Address: (same)

As of the date this Ten4 Connect Bundle 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/T&C](http://www.ten4.us/T&C) and which are incorporated herein and constitute part of this Agreement.

### 1. Service Term

The Service Term for this Connect Bundle Agreement is thirty-six (36) months from the Effective Date. Billing for the additional 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.

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### 2. Coverage & Charges

During the Service Term, Ten4 agrees to provide the following Connect Bundle components for sites listed herein:

GRANDSTREAM TELEPHONE SYSTEM (**Exhibit A**)

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

Each of the Connect Bundle Service components selected shall be supported in the manner described in its Exhibit; however, ALL listed components shall additionally be supported as follows:

- Four (4) hour response time during 8x5 coverage
- Proactive monitoring and alerting
- Trouble ticket creation and resolution
- Diagnose, repair or replace any malfunctioning equipment
- Expedited replacement of equipment
- Network system inventory at Customer site, stored within Ten4's Internet-accessible portal

MRC: Customer agrees to pay **One Hundred Eighty Dollars (\$180.00)** per month for the Service Term, 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 **Six Hundred Forty Dollars (\$640.00)** in advance, at the time this Agreement is signed.

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.

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 as each Service is installed and shall continue on a monthly basis for the Term of Service.

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

### 3. Payments

Payment Method (choose one):

AUTO PAYMENT OPTION

Please check here to pay your monthly invoices automatically via credit card or ACH. Following signature hereunder, Customer will be contacted by the Ten4 Billing team with instructions for securely providing payment information.

STANDARD PAYMENT OPTION

Please check here to pay your monthly invoices via check.

Customer will pay all Charges as set forth in this Agreement. Ten4 invoices are payable monthly in advance at the beginning of each month and are due net thirty (30) days from the date of the invoice. Services may be suspended if payment is not received within thirty (30) days following date due.

In the event a Service 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 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

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.

*with the exception of normal wear and tear,* *TMR* *SAC*

#### Acceptance

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

**Customer: Maryvale Preparatory School, Inc.**

By: Theresa M. Rodgers  
Title: Asst. Head of School for Business Operations/CFO  
Date: February 10, 2021

**Distributed Computing, Inc. dba Ten4**

By: Deanna R. Kelly  
Title: Vice President  
Date: 02/10/2021

**EXHIBIT A**  
**Grandstream Telephone System**

**Phone System Equipment Included**

- \_\_\_\_\_ Grandstream UCM6208- IP PBX Appliance, 800U Unlimited SIP
- \_\_\_\_\_ Grandstream GXP2135- IP Phone, 8Ln 4SIP acct
- \_\_\_\_\_ Grandstream GXP2170- IP Phone, 12Ln 6SIP acct
- \_\_\_\_\_ Grandstream GXP2200- BLF Phone Module
- \_\_\_\_\_ Grandstream GAC2500- Conference Room IP Phone, 6Ln 6SIP
- 2 \_\_\_\_\_ Grandstream HT814 4-Port ATA
- \_\_\_\_\_ HP Voicemail/Remote Access PC
- \_\_\_\_\_ HP Flat Screen Monitor
- \_\_\_\_\_ WattBox UPS 1500 VA
- \_\_\_\_\_ WattBox IP Power Conditioner, 5-Outlet
- \_\_\_\_\_ 7' Cat5e Patch Cords

**Coverage**

In addition to the support coverages listed in the Agreement, Customer's selection of the Grandstream component shall also include all administrative programming services for telephone system changes ("MACDs" - moves, adds, changes, deletes).

Upon expiration of the original Service Term, Customer has the **right to renew**: Customer shall receive a complete refresh of telephone system equipment, with installation and training included, for an additional sixty (60) months under the same terms and conditions as set forth herein (pricing may vary). A new Connect Bundle Agreement shall be signed at the time of renewal.

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**EXHIBIT B**  
**Hosted Voice & Fax Solutions**

**Ten4pbx Hosted Services**

- |       |   |
|-------|---|
| _____ | POTS Complete                                       |
| _____ | Unlimited Hosted Fax Trunk                          |
| 8     | Domestic Telephone No. (DID)                        |
| _____ | Adtran 1531 Switch                                  |
| _____ | Edgemarc 2900A Router, Setup & Appliance Monitoring |

**Sangoma Hosted Fax**

- |       |                       |
|-------|-----------------------|
| _____ | Low-Volume Fax Tier   |
| _____ | High-Volume Fax Tier  |
| _____ | 4-Port FaxStation Box |

**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**

Customer understands and accepts the requirements and limitations provided in the Hosted Voice Service Level Agreement, which can be found at [www.ten4.us/hvSLA](http://www.ten4.us/hvSLA) and which are incorporated herein and constitute part of this Agreement.

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## MANAGED SERVICES AGREEMENT

Date: November 8, 2019

This Agreement is made between Distributed Computing, Inc. dba Ten4 ("Ten4"), located at 1700 Union Avenue, Suite B, Baltimore, MD 21211, and Maryvale Preparatory School (Client), located at 11300 Falls Road, Lutherville, MD 21093.  
Tax ID # (FEIN): 52-1160935

EQUIPMENT LOCATION:

Maryvale Preparatory School, Inc.  
11300 Falls Road  
Lutherville, MD 21093

BILLING LOCATION:

"Same"  
                                  
                                

As of the 14 day of November, 2019 (Effective Date), Ten4 and Client enter into this Managed Services Agreement, wherein Ten4 agrees to provide to Client the below-selected essential managed service components. Managed Services can include but is not limited to proactive monitoring, managing and problem resolution for telephone system equipment, hosted solutions, fixed cellular (internet access), fax management and connectivity.

The Managed Service components checked below shall be included in this Agreement:

- GRANDSTREAM TELEPHONE SYSTEM (Appendix A)
- VOICE & FAX HOSTED SOLUTIONS (Appendix B)
- WIRELESS BROADBAND (FIXED CELLULAR INTERNET ACCESS) (Appendix C)
- CONNECTIVITY & SITE SERVICES ADMINISTRATION (Appendix D)

Each of the Managed Service components selected shall be supported in the manner described in its Appendix; however, ALL listed components shall additionally be supported as follows:

- Four (4) hour response time during 8x5 coverage
- Proactive monitoring and alerting
- Trouble ticket creation and resolution
- Diagnose, repair or replace any malfunctioning equipment
- Expedited replacement of equipment
- Network system inventory at Client site, stored within Ten4's Internet-accessible portal

**Coverage**

Coverage shall be during the business day (8am-5pm, EST), five days per week (Monday-Friday), excluding major holidays.

Client expressly and explicitly agrees to be bound by any and all underlying carrier contracts. If primary connectivity such as Fiber, Cable or POTS is not included in this Agreement, it MUST be obtained separately.

**Term and Payment Schedule**

MRC: Client agrees to pay One Thousand Three Hundred Thirty Dollars (\$1,330.00)\* per month for a Term of sixty (60) months, invoiced to Client on a monthly basis, which shall become due and payable on the first day of each month.

\* Customer's existing Verizon bills (acct #000011213175 and acct #000998527952) to be added and managed; Actual additional cost will be determined upon completion of hosted conversion.

NRC: Client agrees to pay a one-time fee of Sixteen Thousand Eight Hundred Dollars (\$16,800.00), of which Ten Thousand Dollars (\$10,000.00) will be paid in advance at the time this Agreement is signed and Six Thousand Eight Hundred Dollars (\$6,800.00) will be paid upon completion of the phone system installation.



Sales Tax and USF Charges may be added. Services may be suspended if MRC payment is not received within thirty (30) days following date due.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered new Projects, and will be quoted and billed as separate, individual Services.

Ten4 owns and shall continue to own any and all Equipment included herein for the entire term of the Agreement, including any renewals. There is no end-of-term purchase option. Client is required to provide and maintain insurance related to the equipment and shall pay all appropriate taxes. \*

If the Grandstream option is selected and upon expiration of the original Service Term, this Agreement may continue month-to-month with a fifty percent (50%) reduction in the MRC payment and either Party may terminate at any time with thirty (30) days' written notification. If Client has and accepts the option to refresh Grandstream equipment, as described in Appendix A, MRC renewal rate will be determined at the time of renewal and a new Agreement shall be signed.

1700 Union Avenue, Suite B • Baltimore, MD 21211 • 410.464.8900 • www.ten4.us

\*Maryvale is sales tax exempt. See addendum.

Addendum is incorporated as part of this agreement.

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In the event that Client fails to pay as agreed upon, Ten4 reserves the right to recover all costs of collection, including but not limited to attorneys' fees and court costs.

#### **Client Obligations**

Client agrees to complete in full all reasonably requested forms, including but not limited to Service Order Forms and Letters of Agency, as may be needed. Ten4 shall follow its standard and customary procedures. In processing service orders under this Agreement. Services may be provided by Ten4 through one or more of its affiliates.

Client agrees to provide Ten4 all necessary access to Client'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, Client is aware that monitoring and trouble ticketing may be jeopardized.

#### **Support and Escalation**

Ten4 will respond to Client's Trouble Tickets under the provisions of Schedule A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Schedule A.

#### **Termination**

This Agreement may be terminated by either Party upon thirty (30) days' written notice if the other Party breaches or fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

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

Should Client terminate any Services following the ninety (90) day options but prior to the expiration of the Service Term, Client shall pay Ten4 an early termination fee equal to fifty percent (50%) of the remaining (MRC) contract value. Except as defined in the above option to return, in no event shall Client be entitled to any refund of already paid charges (MRC or NRC) if this Agreement is terminated.

At the termination of this Agreement, the Client shall, within thirty (30) days of said termination, return all equipment to Ten4 undamaged and in good working order. Client 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 Client 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 Client liable to Ten4 in the amount of One Thousand Dollars (\$1,000) as liquidated damages.

#### **Warranty**

All equipment received from Ten4 will be covered under warranty for the full term of this Agreement. With regard to services provided or installed by anyone other than Ten4 or its representatives, affiliates or subcontractors, Ten4 makes no warranties, express or implied, and specifically disclaims any warranty of fitness for a particular purpose. Performance of any service or maintenance work by anyone other than Ten4 or its representatives, affiliates or subcontractors during the warranty period described herein shall cause this warranty to be void and terminated.

#### **Exclusion**

This Agreement does not cover the repair or replacement of equipment that is lost, stolen or damaged by negligence, tampering, misuse, accident or resulting from electrical storm, lightning or other violent weather or causes other than ordinary use, nor the labor associated with the repair or replacement thereof. Further, this Agreement does not include labor and material costs for additions, relocation or removal of equipment. Ten4 shall not be liable for any costs or fees associated with repairs or other work required or performed by any non-approved third-party vendors or service providers.

#### **Limitation of Liability**

Daily usage and operation of installed equipment is the responsibility of the Client. It is agreed that Ten4 is not an insurer and will not be liable for, and Client agrees to indemnify and hold harmless Ten4, Sierra Wireless, Sangoma and each of their respective officers, employees and agents, any and all claims regarding injury or damage to persons or property that may arise through the performance of services under this Agreement, or the operation or maintenance of the equipment or lack or failure thereof, unless caused by Ten4's gross negligence or willful misconduct. In no event will Ten4 be liable to the Client for any indirect, special, incidental, exemplary or consequential damages, including but not limited to damages for loss of business, loss of use, loss of revenue, loss of profits, loss of clients or loss of life arising in any manner from this Agreement and/or the performance or nonperformance hereunder.

#### **Force Majeure**

Neither party shall be responsible for any loss, harm, damage, or failure to comply with any obligation hereunder resulting from conditions commonly referred to as Force Majeure events that are not within the control of the non-performing party, including, but not limited to fire, flood, war, strikes, cable cuts, acts of terrorism, explosions, communication line failures, power failure, the infrastructure of the Internet, governmental restrictions, acts of third parties that are illegal under either federal or state law, or "acts of God."

#### **Subcontracting**

Ten4 may subcontract work to be performed under this Agreement but shall retain responsibility for the work.

#### **Assignment**

Neither party may assign its rights and obligations, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party, in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party, may assign this Agreement in its entirety to such party's successor without the other party's consent. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

#### **Dispute Resolution**

In the event of a dispute between the parties arising under this Agreement, the parties shall submit to binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding with respect to the dispute subject to arbitration and shall be enforceable in any court of competent jurisdiction. Each party shall bear its own expenses and costs incurred in such arbitration but those related to the compensation of the mediator shall be borne equally. The parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of arbitration in confidence. The parties further agree that the mediation and arbitration, if required, shall take place in the area of Baltimore, Maryland. Nothing in this paragraph shall derogate from the rights of the parties to seek preliminary injunctive relief to preserve the status quo.

#### **Notification**

Any notices, requests, consents and other communication under this Agreement shall be in writing and shall be deemed to have been delivered on the date (a) personally delivered, (b) mailed, postage prepaid, by certified mail with return receipt requested, or (c) electronically mailed and confirmed. All communications under this section shall be addressed to the respective parties hereto as follows:

*Maryvale Preparatory School, Inc.*

If to Client:

*Attention: Theresa Rodgers  
Assistant Head of School for Business Operations/CFO  
11300 Falls Road  
Lutherville, MD 21093*

If to Ten4:

*Ten4  
1700 Union Avenue, Suite B  
Baltimore, MD 21211  
Attn: Legal Dept.  
AND email: dkelly@ten4.us*

Email: *rodgerst@maryvale.com*

#### **Governing Law**

This Agreement shall be construed and enforced under and in accordance with and governed by the laws of the State of Maryland exclusive of conflict or choice of law rules. If any provision of this Agreement shall be held to be invalid or unenforceable, said provision shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

#### **Entire Agreement**

This Agreement, including all schedules and appendices referenced herein, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, commitments, or understandings with respect to the matters provided for herein. This Agreement may not be modified, except by a writing signed by both parties.

#### **Acceptance**

I have read and understood the terms and conditions of the above Managed Services Agreement and have had the opportunity to consult legal counsel if so desired. By my signature hereunder, I indicate that I am authorized to bind the Client and that Client agrees to the terms and conditions herein.

*Maryvale Preparatory School, Inc.*

*Theresa M. Rodgers  
By: Theresa M. Rodgers  
Title: Assistant Head of School for  
Business Operations/CFO  
Date: 11/14/2019*

*Distributed Computing, Inc. dba Ten4*

*[Signature]*

*Deanna R. Kelly  
Title: Vice-President  
Date: 11/15/19*

## MRC Payments

\* \* \* \* \*

**CREDIT CARD Authorization** N/A

Card No\_\_\_\_\_

Exp.Date\_\_\_\_\_

Code\_\_\_\_\_

Name on Card/ Billing Address:\_\_\_\_\_

Signature:\_\_\_\_\_

Billing Email:\_\_\_\_\_

\* \* \* \* \*

**APPENDIX A**  
**Grandstream Telephone System, Additional T&C**

**Phone System Equipment Included**

<u>1</u>	Grandstream UCM6208- IP PBX Appliance, 800U 50SIP
<u>0</u>	Grandstream GXW4224- 24-Port Analog VoIP Gateway
<u>1</u>	Grandstream GXP2170- IP Phone, 12Ln 6SIP acct
<u>1</u>	Grandstream GXP2200- BLF Phone Module
<u>119</u>	Grandstream GXP2135- IP Phone, 8Ln 4SIP acct
<u>0</u>	Grandstream GXP1615- Basic IP Phone, 1Ln
<u>2</u>	Grandstream GAC2500- Conference Room IP Phone, 6Ln 6SIP
<u>0</u>	Grandstream DP750 DECT- DECT VoIP Base Station
<u>0</u>	Grandstream DP720 DECT- DECT Cordless HD Handset
<u>1</u>	SanDisk 32GB Memory Card
<u>1</u>	HP ProDesk 700 G3 Voicemail PC with HP Flat Screen Monitor
<u>1</u>	WattBox UPS 1500 VA
<u>0</u>	WattBox UPS 825 VA
<u>1</u>	WattBox IP Power Conditioner, 5-Outlet
<u>0</u>	Cisco SG350-28P- 28-port GB PoE Managed Switch

**Cabling Included**

<u>10</u>	Cat5e cabling installation in Middle School classrooms
<u>1</u>	24-port Cat5e Patch Panel
<u>1</u>	RMS to Castle on third floor

**Coverage**

In addition to the support coverages listed in the Agreement, Client's selection of the Grandstream component shall also include all administrative programming services for telephone system changes ("MACDs" - moves, adds, changes, deletes).

Upon expiration of the original Service Term, Client has the **right to renew**: Client shall receive a complete refresh of telephone system equipment, with installation and training included, for an additional sixty (60) months under the same terms and conditions as set forth herein (pricing may vary). A new Managed Services Agreement shall be signed at the time of renewal.

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**APPENDIX B**  
**Voice & Fax Hosted Solutions, Additional T&C**

**Ten4 Hosted Voice Services**

<u>0</u>	SIP Trunk Bundle (Small)
<u>0</u>	SIP Trunk Bundle (Medium)
<u>0</u>	SIP Trunk Bundle (Large)
<u>14</u>	Unlimited SIP Trunks
<u>0</u>	Unlimited Hosted Fax Trunk
<u>1</u>	E911 Service Charge
<u>122</u>	Domestic Telephone No. (DID)
<u>0</u>	Business Hosted Extension
<u>0</u>	Polycom VVX300 Conference Phone
<u>1</u>	Edgemarc 2900A Router, Setup & Appliance Monitoring

**Sangoma Hosted Fax**

<u>5</u>	Low-Volume Fax Tier
<u>0</u>	High-Volume Fax Tier
<u>2</u>	4-Port FaxStation Box

**E911 NOTICE**

Client understands and acknowledges that the SIP and/or VoIP connectivity services ("Service") subscribed to and supplied through Ten4pbx.com ("TEN4") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Service, TEN4 must have the correct service address for the Client. If Service is moved to a different location without TEN4's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address and/or Service (including 911) may fail altogether.
- Service uses electrical power in the Client's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails or is exhausted after several hours.
- Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- TEN4 will need several business days to update a Client service address in the E911 system. All change requests and questions should be directed to 1-866-324-8555 USE OF SERVICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CLIENT ACKNOWLEDGEMENT OF THE E911 NOTICE HEREIN.

Neither TEN4 nor its officers or employees may be held liable for any claim, damage or loss, and Client hereby waives and all such claims or causes of action arising from or relating to 911-type dialing. Client agrees to indemnify and hold harmless TEN4 from any claim or action arising out of misroutes of 911-type calls, including but not limited to Client's failure to provide correct information herewith.

In addition to the terms and conditions listed herein, CLIENT EXPRESSLY AND EXPLICITLY AGREES TO BE BOUND BY THE UNDERLYING CARRIER CONTRACT, INCLUDING TERMS & CONDITIONS.

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**APPENDIX C**  
**Wireless Broadband, Additional T&C**

**Wireless Broadband (Fixed Cellular) Internet Services**

- 1      Wireless Broadband, 5GB per month, Includes:  
        1      AN-20 Antenna and LTE Modem  
        1      Pro-Installation and Standard Shipping

Ten4 reserves the right to increase Client's Bundled Service plan, based on monthly usage over thirty percent (30%), upon thirty (30) days' written notice to Client.

Indoor vs. Outdoor Installation selection based on preliminary evaluation; final determination and rates will be based on actual installation.

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.

Sales taxes will be applied on the final invoice based on the jurisdiction's applicable rates at the service location.

In the event that a Client site is deemed Technically Not Feasible (TNF), meaning it does not meet the minimum data rate of 150ms latency and 6Mbps/2Mbps over a 24-hour period, Client may terminate its obligation for the remainder of the Term of the SOF with no early termination fees, provided such termination is exercised within thirty (30) days of commencement of the Services. Ten4 shall provide a shipping label for return of equipment.

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## APPENDIX D

### Site Services Administration

#### **Services Administration Options**

- |          |  |
|----------|--|
| <u>1</u> | Connectivity (Fiber) Order: *Remaining Verizon costs to be added to MRC upon completion of hosted conversion |
| <u>0</u> | Connectivity (Coax) Order: N/A   |
| <u>1</u> | Connectivity Monitoring and Trouble-ticketing  |
| <u>1</u> | Connectivity Billing Aggregation   |

At the time this Agreement becomes effective, Client agrees to execute referenced connectivity order with underlying carrier OR Client will execute a LOA, allowing Ten4 to purchase connectivity services for this site as agreed to by the Parties and described herein above.

Upon selection of the Site Services Administration option, Ten4 agrees to provide the following:

- Aggregate billing in single invoice
- Advance payments to carrier for fiber
- Monthly billing reviews

It is agreed that the Client end user will call Ten4's help desk with any network issue, or via other mutually agreed upon method.

**CLIENT EXPRESSLY AND EXPLICITLY AGREES TO BE BOUND BY THE UNDERLYING FIBER CARRIER CONTRACT/S.** This includes but is not limited to carrier resolution of issues. Ten4 shall promptly contact carrier for carrier-related issues but Ten4 is not responsible for any delay that is caused solely by the carrier in resolving such carrier-related issues.

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**Addendum to Contract Dated November 14, 2019 between Distributed Computing, Inc., dba Ten4 (“Contractor”) and Maryvale Preparatory School, Inc. (“Purchaser”) for**

- 1.) Grandstream Telephone System**
- 2.) Voice and Fax Hosted Solutions**
- 3.) Wireless Broadband (Fixed Cellular Internet Access)**
- 4.) Connectivity & Site Services Administration**

1. Time being of the essence, the installation work is to be completed by Contractor no later than January 6, 2020.
2. Any services outside of the original contract made by Contractor, which will be billed in addition to the monthly fees listed in this agreement, must be provided to and agreed upon by the Purchaser in advance of the work being performed. Any additional work performed by The Contractor that does not have a Purchaser-approved change, Purchaser will not be liable to pay any additional costs incurred by The Contractor.
3. Purchaser is a non-profit, religious entity and is exempt from Maryland state sales tax. The Contractor shall act as Purchaser's agent in purchasing the materials for the proposed work and will be responsible for ensuring that sales tax is not charged on such materials. Purchaser will provide a Maryland state sales tax exempt certificate to The Contractor.
4. The Contractor shall take all reasonable precautions to provide for the safety of and to prevent damage, injury or loss to (a) The Contractor's employees and all other persons who may be affected by the above described work; (b) the property of Purchaser and any adjoining property to Purchaser and (c) the above described work including the materials and equipment used and incorporated therein.
5. Access to campus, buildings and rooms will be provided to The Contractor by Purchaser's designated personnel (IT, Facilities or Security). Before commencement of work, the Contractor and its affiliates, subcontractors, inspectors, etc. must check-in with Heather Andrew, Purchaser's Director of Information Services.
6. If work is being performed on a weekday, the Contractor and its affiliates, subcontractors, inspectors, etc. must check-in with the receptionist at the main

MAR Initials (Purchaser)

JKE Initials (Contractor)

office located in the Rodriguez building. The visitor's badge provided must always be visibly worn by The Contractor and its affiliates when working on campus. If work is being performed on the weekend or at night ("after hours"), check-in is required with Heather Andrew.

7. The Contractor's personnel will wear appropriate identification and uniforms identifying them as The Contractor's employees. The Contractor will provide only technicians who are skilled and trained to perform the work required. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work and The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to employees of The Contractor, its subcontractors and to the public.
8. It is understood and agreed that The Contractor's employees, representatives, agents, subcontractors and affiliates shall conduct themselves in a professional, workmanlike and appropriate manner at all times while present on or about Purchaser's property. Without limiting the generality of the foregoing, The Contractor's employees, representatives, agents, subcontractors and affiliates shall: (1) dress in appropriate attire (and shall not be permitted to remove shirts or other such articles of clothing while on Purchaser's property); (2) refrain from the use of vulgar, offensive or otherwise objectionable language; (3) refrain from playing any loud music and shall keep all conversation or other noise that is not essential to the work described herein to a reasonable level; (4) at all times, be mindful and respectful of Purchaser's and its adjacent neighbors' property and shall not interrupt or interfere with the same, except where such interruption or interference is essential to the completion of the work and Purchaser has consented, in advance, to the particular interruption or interference. Purchaser shall have the right to request The Contractor to remove any one or more of The Contractor's employee(s), representative(s), agent(s), subcontractors(s) or affiliate(s) from Purchaser's property and prohibit the same from returning thereto, if, in Purchaser's sole and absolute discretion, any such employee(s), representative(s), agent(s), subcontractor(s) or affiliate(s) shall be deemed to have violated any of the terms of this Section. In the event that Purchaser shall make such a request, in accordance with this provision, The Contractor shall remove the particular employee(s), representative(s), agent(s), subcontractor(s) or affiliate(s) of The Contractor. It is understood and agreed that Purchaser shall not be responsible for the payment of any costs incurred by The Contractor as a result of such removal, and The Contractor shall remain obligated to complete the work within the timeframe set forth herein.

TK Initials (Purchaser)

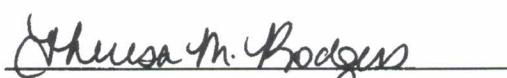
SAC Initials (Contractor)

9. The Contractor will obtain, at its own expense, any licenses or permits necessary to properly perform the work.
10. The Contractor shall save, defend, indemnify and hold Purchaser harmless from and against claims, damages, losses and expenses arising out of its performance of the work on this project, except to the extent that any such claims, damages, losses and expenses rise out of or result from Purchaser's intentional misconduct or negligent acts or omissions.
11. The Contractor shall guarantee that the work shall remain in compliance with any and all safety levels as prescribed by all applicable laws, rules, regulations and ordinances. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as shown or specified.
12. The Contractor shall provide a Certificate of Insurance (COI) (Exhibit A) naming Maryvale Preparatory School, Inc. and its Trustees, employees, officers and agents as additional insureds providing coverages in the minimum amounts set forth in the form of Certificate of Insurance attached as Exhibit A hereto. The Contractor shall furnish the insurance coverages set forth in Exhibit A for the duration of the agreement. The Contractor hereby waives the right of subrogation.
13. The Contractor certifies that its work under this Agreement may involve substantial contact with individuals under the age of 18 ("Minors"). Substantial contact with Minors means contact in which the duration and scope in both time and exposure to Minors is neither rare nor limited and may occur on a routine and/or ongoing basis. Substantial contact also includes any direct, unsupervised, and uncontrolled access to Minors and any overnight activities with Minors. The Contractor represents, warrants, verifies and agrees that all of The Contractor's current and future employees, agents, volunteers, subcontractors, and subcontractors' employees who will be present at Purchaser's premises will have undergone a criminal background check which revealed no incidents of abuse, neglect, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors prior to being present at the School premises. Such criminal activity includes any conviction for a sex offense in any degree, for child sexual abuse, and for any "crime of violence" as defined in Section 14-101 of the Criminal Law Article of the Annotated Code of Maryland. Any costs associated with background checks under this paragraph shall be the responsibility of The Contractor (or its subcontractors) and not of Purchaser. Upon request of Purchaser, The Contractor shall provide additional written verification that all of The Contractor's employees, agents, volunteers, subcontractors, and

TMR Initials (Purchaser)

DKE Initials (Contractor)

subcontractors' employees who are or will be present at Purchaser's premises have undergone a criminal background check which revealed no incidents of abuse, neglect, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors. The Contractor acknowledges that it constitutes a "contracting agency" pursuant to Section 6-113.2 of the Education Law Article of the Annotated Code of Maryland and agrees that it is required to comply with all screening obligations required under that law at its own expense. On request from Purchaser, The Contractor shall provide access to records for any of The Contractor's employees or other persons having direct contact with minors pursuant to this Agreement. Before assigning such a person to perform work involving direct contact with minors, The Contractor shall provide notice to Purchaser of any affirmative responses to the child abuse or sexual misconduct questions required under subsection (b)(3) of Section 6-113.2. The Contractor may not assign any person to perform work for Purchaser in a position involving direct contact with minors if Purchaser objects to the assignment after receiving the notice required in the prior sentence.



Theresa M. Rodgers



Deanna R. Kelly

Assistant Head of School for Business  
Operations/CFO  
Maryvale Preparatory School, Inc

Vice President  
Distributed Computing, Inc., dba Ten 4

Date: 11/14/19

Date: 11/15/19

End of Document



Initials (Purchaser)



Initials (Contractor)

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS**

All Contractors and/or subcontractors providing service to Maryvale Preparatory School are required to provide a CERTIFICATE OF INSURANCE (COI). All insurance policies shall be in form, amounts and with such companies that are reasonably acceptable to Maryvale Preparatory School.

#### **COMMERCIAL GENERAL LIABILITY:**

The Contractor shall maintain Comprehensive General Bodily Injury and Broad Form Property Damage Liability including but not limited to Premises / Operations, Product & Completed Operations, Contractual Liability and Personal Injury Liability. The XCU Exclusion should be deleted. The policy must include the CGL Broadening Endorsement and be written on a per occurrence basis.

##### **Minimum coverage limits:**

Bodily Injury/Property Damage Liability	\$1,000,000
Per Occurrence/Aggregate	\$3,000,000

#### **COMPREHENSIVE BUSINESS AUTOMOBILE:**

Contractor shall maintain Comprehensive Business Automobile Liability insurance including Bodily Injury and Property Damage Liability with owned, hired and non-owned vehicle coverage. The policy shall also include coverage for upset and/or overturn.

##### **Minimum coverage limits:**

Bodily Injury/Property Damage Liability	
Per Occurrence	\$1,000,000

#### **EXCESS/UMBRELLA LIABILITY:**

The Contractor shall maintain an Excess/Umbrella Liability policy providing coverage in excess of the primary limits for CGL, Auto Liability and Workers Compensation Employers Liability.

##### **Minimum coverage limits:**

Bodily Injury/Property Damage Liability	
Each Occurrence	\$5,000,000

TMK Initials (Purchaser)

DKE Initials (Contractor)

The following endorsements are required and applicable to all policies listed above:

- Maryvale to be additional insured
- Coverage to be Primary & Noncontributory
- Waiver of Subrogation in favor of Maryvale

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

The Contractor shall maintain Workers' Compensation insurance with statutory coverage as set forth by the State of Maryland including the All States and Voluntary Compensation endorsements.

**Employer Liability Limits:**

Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

**ADDITIONAL INSURED CLAUSE:**

The Contractor shall name Maryvale Preparatory School, Inc. as an Additional Insured with respect to the services performed by the Named Insured.

**CANCELLATION CLAUSE AMENDED:**

Should any of the above described polices be canceled, non-renewed or materially altered before the expiration date, the issuing company will mail 30 days written notice to the Certificate Holder named herein.

The Certificate Holder is:

Maryvale Preparatory School, Inc.  
11300 Falls Road  
Lutherville, Maryland 21093

An original certificate must be on file with Purchaser prior to the execution of the contract. The Contractor shall notify Purchaser immediately in the event that its insurance coverage is terminated or substantially modified for any reason. The Contractor shall provide Purchaser with a renewal certificate within ten (10) days of the lapse of insurance.

TMK Initials (Purchaser)

DBR Initials (Contractor)

The Contractor's policies required by this Agreement shall be primary insurance for all claims related to this Agreement, it being understood and agreed that Purchaser's policies are secondary and non-contributory. The Contractor expressly waives all rights of recovery against Purchaser for claims covered by The Contractor's policies. The Contractor will ensure that its consultants also waive claims covered by their policies and those claims covered by The Contractor's policies required under this Agreement.

TMK Initials (Purchaser)

DKE Initials (Contractor)