



Managed Services Agreement

BUNDLE OPTIONS

Date: February 26, 2018

This Agreement is made between Distributed Computing, Inc. (DCi), located at 1700 Union Avenue, Suite B, Baltimore, MD 21211, and THi of South Carolina at Greenville, LLC (Client). Client's Tax ID # (FEIN) is: 20-0041852

EQUIPMENT LOCATION:

Magnolia Manor Greenville
411 Ansel Street
Greenville, SC 29601

BILLING LOCATION:

Fundamental Administrative Services
920 Ridgebrook Road
Sparks, MD 21152

As of the 27 day of February, 2018 (Effective Date), DCi and Client enter into this Managed Services Agreement, wherein DCi 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)
- ☒ TEN4PBX HOSTED SOLUTIONS (Appendix B)
- ☒ SIERRA WIRELESS FIXED CELLULAR (INTERNET ACCESS) (Appendix C)
- ☐ 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:

- One (1) 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
- Dispatch of technician (for example, for a vendor meet) as necessary
- Network system inventory at Client site, stored within DCi'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.

Term and Payment Schedule

MRC: Client agrees to pay Six Hundred Seventy-Five Dollars (\$675) per month for a Term of sixty (60) months, invoiced to Client on a monthly basis, and will become due and payable on the first day of each month.

NRC: Client agrees to pay a one-time fee of Four Thousand One Hundred Ninety-Seven Dollars (\$4,197) in advance, at the time this Agreement is signed.

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.

DCi 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.

Upon expiration of the original Service Term, this Agreement shall 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.

In the event that Client fails to pay as agreed upon, DCi 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. DCI shall follow its standard and customary procedures. In processing service orders under this Agreement. Services may be provided by DCI through one or more of its affiliates.

Client agrees to provide DCI 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

DCI 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 DCI undamaged and in good working order. DCI shall then reimburse Client fifty percent (50%) of the NRC paid to DCI.

Should Client terminate any Services following the ninety (90) day options but prior to the expiration of the Service Term, Client shall pay DCI 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 DCI undamaged and in good working order. Client shall deinstall and ship the equipment using a shipping label provided by DCI. DCI 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 DCI in the amount of One Thousand Dollars (\$1,000) as liquidated damages.

Warranty

All equipment received from DCI will be covered under warranty for the full term of this Agreement. With regard to services provided or installed by anyone other than DCI or its representatives, affiliates or subcontractors, DCI 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 DCI 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. DCI 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 DCI is not an insurer and will not be liable for, and Client agrees to indemnify and hold harmless DCI, 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 DCI's gross negligence or willful misconduct. In no event will DCI 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

DCI 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:

If to Client: Fundamental Administrative Services, LLC
 ATTN: Legal Dept.
 920 Ridgebrook Road
 Sparks, MD 21152
 AND
 FAS-Telecom-Billing@fundltc.com

If to DCI: Distributed Computing, Inc.
 1700 Union Avenue, Suite B
 Baltimore, MD 21211

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.

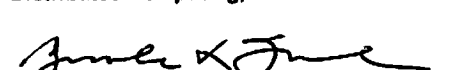
Acceptance

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.

THI of South Carolina at Greenville, LLC


By: Richard McQuitty
Title: Administrative
Date: 2/27/18

Distributed Computing, Inc.


By: Brooke L. Frank
Title: President
Date: 3/5/18

MRC Payments

CREDIT CARD Authorization

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>2</u>	Grandstream GXW4248- 48-Port Analog VoIP Gateway
<u>1</u>	Grandstream GXP2170- IP Phone, 12Ln 6SIP acct
<u>1</u>	Grandstream GXP2200- BLF Phone Module
<u>23</u>	Grandstream GXP2135- IP Phone, 8Ln 4SIP acct
<u> </u>	Grandstream GXP1615- Basic IP Phone, 1Ln
<u> </u>	Grandstream GAC2500- Conference Room IP Phone, 6Ln 6SIP
<u> </u>	Grandstream DP750 DECT- DECT VoIP Base Station
<u> </u>	Grandstream DP720 DECT- DECT Cordless HD Handset
<u>1</u>	SanDisk 32GB Memory Card
<u>1</u>	WattBox UPS 1500 VA
<u> </u>	WattBox UPS 825 VA
<u>1</u>	WattBox IP Power Conditioner
<u>1</u>	EdgeMarc 2900A IP Gateway
<u> </u>	Cisco SG350-28P- 28-port GB PoE Managed Switch
<u>24</u>	14' Cat5e Patch Cord
<u>4</u>	10' Cat3 Cut Cord

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)

DCi will perform proactive network and phone system monitoring.

- Call the Client site within 15 minutes of an outage occurring during the service hours of this contract.
- Call the carrier, if warranted, within 15 minutes of speaking with an on-site contact.
- Call the Client-designated IT contact to report any large-scale or regional outages as soon as they are discovered.

"Site Down" shall be defined as a Client location that is no longer able to connect to the wide area network for 10 minutes or a Client location for which Client has determined and called in that the connection is not working, regardless of the length of time.

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.

INITIAL

A handwritten signature, possibly "Zak", is written over a horizontal line. To the left of the signature, the word "INITIAL" is printed.

APPENDIX B
Ten4pbx Hosted Solutions Additional T&C

Ten4pbx Hosted Services

<u>6</u>	Unlimited Standard SIP Trunk
<u>4</u>	Unlimited Hosted Fax Trunk

E911 NOTICE

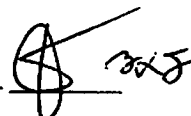
Client understands and acknowledges that the SIP and/or VoIP connectivity services ("Service") subscribed to and supplied through Ten4pbx.com ("TEN4") may have the E911 limitations specified below:

- 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 dialing 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.

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APPENDIX C
Sierra Wireless Fixed Cellular Additional T&C

Sierra Wireless Fixed Cellular Services

 1 Cellular broadband, 5 GB per month, Includes:
 1 Maestro Antenna and LTE Modem
 1 Indoor / Outdoor Installation (choose one)

DCI 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 jurisdiction's applicable rates at 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. DCI shall provide a shipping label for return of equipment.

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