

Customer Information and Contract Specifications

Customer Name: Metairie Park Country Day School

Contract Status:

- Standard Terms and Conditions on File as of 05/25/2011

Service Order

This Service Order is entered into by **tw telecom holdings inc.** on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and Metairie Park Country Day School ("Customer"). It is effective upon execution by both Parties ("Effective Date").

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
300 Park RD, Metairie, LA 70005-4142	Converged Services - Voice + Internet - 100 Mbps - Includes Standard Voice Options - Includes Deluxe feature package on business lines - Includes 6500 LD Minutes - Flexcall. (total) - Includes Managed Adtran IAD - Service Level = 24x7x4 - Includes Standard Shared Web Hosting - Number of Simultaneous Calls = 22-30	Renewal	36	1	\$1,868.00	\$0.00	\$1,868.00	\$0.00
	Local Loop			1	\$1,148.50	\$500.00	\$1,148.50	\$500.00
	Domestic LD							
	- Interstate 8xx				\$0.0200			
	- Interstate 1+				\$0.0200			
	- Intrastate 8xx				\$0.0400			
	- Intrastate 1+				\$0.0300			
	Managed Router - Model = ADTRAN - Service Level = 24x7x4			1	\$75.00	\$0.00	\$75.00	\$0.00
	Individual Telephone Numbers - First 100 ITNs: Priced as 100 @ \$0.00 mrc / \$0.00 nrc - ITNs over 100: Priced as 85 @ \$0.15 mrc / \$0.35 nrc			185	N/A	N/A	\$12.75	\$0.00
	Subtotal						\$3,104.25	\$500.00
	Totals						\$3,104.25	\$500.00

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

One Time Charge

Contract Provisions

The Services ordered herein are governed by this Service Order and the tw telecom Standard Terms and Conditions executed by Customer, as referenced above.

Managed Services

Managed Services ordered herein are also governed by the Managed Services Addendum executed by the Parties. Managed Services means Managed Security Services, SIP Trunking, Enterprise SIP Trunking (SIP Trunking and Enterprise SIP Trunking are collectively referred to as "Managed SIP Service"), Managed Router and Managed Integrated Access Device.

Voice E911

Voice Services ordered herein are also governed by the Important E911 Disclosure and Acknowledgement that accompanies this Service Order Form or, if previously executed, Customer agrees the updated copy of tw telecom's E911 Disclosure and Acknowledgement located at: <http://www.twtelecom.com/e911-disclosure-and-acknowledgement/>, applies to the Services above.

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Voice Services

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak voice when not part of a VersiPak Bundle (ISDN PRIs, Digital and Analog Trunks, and Business Line) as well as for Complete Lines and Business Line/Analog Trunk Services. FSLC rates are posted to the TWTC web site at www.twtelecom.com which may be modified from time to time.

Customer may not use the Services to provide voice content related services including, without limitation, chat lines. If Customer breaches this provision, TWTC may immediately terminate or suspend the Services and collect applicable early termination charges. Customer shall notify TWTC immediately if it breaches this provision. Customer shall indemnify, defend and hold TWTC harmless from all claims, demands, costs, damages, losses, liabilities and expenses of any nature arising from Customer's breach of this provision, including any costs and attorneys' fees incurred by TWTC.

Customer shall not use the voice Services as a substitute for carrier interconnection or switched access services and must immediately notify TWTC if it does so. If Customer uses the voice Services to support prepaid calling card calls, such use is subject to the requirements outlined in FCC Order 06-79 (June 30, 2006). Customer shall remit all intrastate or interstate access charges directly to the appropriate carrier. TWTC may disconnect Services if Customer violates this provision and fails to cure the violation within ten days following written notice from TWTC. Customer must indemnify, defend and hold TWTC harmless from all claims, demands, damages and expenses arising from or related to Customer's breach of this provision, including all costs and attorneys' fees incurred by TWTC. TWTC does not support resale of switched services to end users including, but not limited to, support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings unless special arrangements are agreed to in writing by TWTC.

Voice Services provided herein are not designed for but may be compatible with remote metering, supervisory control and alarm signaling. To the extent Customer uses the voice Services to facilitate remote metering, supervisory control and alarm signaling purposes, Customer is solely responsible for ensuring compatibility.

Ancillary Voice Services

Each Telephone Number, Directory Listing, Blocking service, and other ancillary voice services requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged at the applicable TWTC current tariff rate or posted price lists.

Domestic and International Long Distance Services

When selecting TWTC as Customer's Long Distance Provider for IntraLATA and InterLATA toll usage, Customer will receive an allocation of toll minutes included with its local voice services and will not incur any usage charges for calls terminating to other TWTC local voice Customers. Customer's LD selection is made on the Long Distance Letter of Authorization form. The minimum initial per call charge for all other long distance calls is \$.01 (one cent).

If 40% or more of Customer's long distance traffic results in TWTC incurring inter-carrier compensation costs that are at least 20% higher than Customer's contracted long distance rate, the Parties agree to enter into good faith negotiations to increase the rate for long distance services. If the Parties are not able to reach agreement regarding a new long distance rate, TWTC may discontinue providing the long distance services following ten days written notice.

Domestic package minutes are applicable to both 1+ and 8xx toll free long distance calls.

Unused package minutes do not carry over to subsequent months.

Except as otherwise specified in this Service Order, international long distance calls are charged at the rates specified in TWTC's international price list found at www.twtelecom.com/tariffed-international-rates. Information regarding international toll blocking and international/offshore pricing for TWTC's international long distance Services is also available at this website.

Internet

Usage: Customer shall not transmit or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's IP policies at <http://www.twtelecom.com/support-information/customer-resources/product-resources/ip-addressing-policy/> and <http://www.twtelecom.com/support-information/customer-resources/product-resources/peering-policy/> and TWTC's Acceptable Use Policy ("AUP") at <http://www.twtelecom.com/support-information/legal-information/acceptable-use-policy/>, which may be modified from time to time.

Integrated Services (VersiPak Classic, VersiPak Bundles, Complete Dynamic, Converged Services, Integrated LAN and Channel 12)

Special Provisions for Integrated Services: If Customer or its authorized agent disconnects a service/element required by tariff or requests to reconfigure its integrated Service below a tariff required minimum, including if such circumstances result from Customer having a carrier port associated telephone numbers away from TWTC, TWTC may terminate the integrated Service in its entirety upon ten days written notice and assess early termination charges resulting from such termination. If Customer wishes to retain any portion of the Services, Customer is responsible for contacting TWTC and entering into a new agreement for such Services prior to the termination.

Converged Voice Battery Backup

Battery Backup: TWTC will provide Customer with a separate battery back-up for TWTC's Integrated Access Device ("IAD"). TWTC owns and maintains the IAD as part of its Network, but the Customer will own and is responsible for maintenance and repair of the separate battery backup. The battery back up is not part of TWTC's Network. TWTC's charge for the Service includes the battery back up. If there is a power failure, any failure of the battery back-up system will result in loss of service, including 911 service and TWTC bears no responsibility for such loss of service.

The battery back-up includes a manufacturer's warranty, and the Customer is responsible for activating this warranty by using the online Product Registration at the following manufacturer's website:

https://www.apcc.com/support/inter_warranty/index.cfm?langcode=en&countrycode=US&isoCountryCode=us&international=0. TWTC MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE WITH RESPECT TO THE BATTERY BACK-UP AND ANY ASSOCIATED SOFTWARE, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

Multiple site services (IP VPN, ILAN, NLAN, ENLAN, Converged, UNI, E-Line, E-Access, and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Signature Block

tw telecom holdings inc.	Customer: Metairie Park Country Day School
Signature:	Signature: <i>Steven P. Minner, Sr.</i>
Name: Michael Nictakis	Name: <i>Steven P. Minner, Sr.</i>
Title: General Manager	Title: <i>CFO</i>
Date:	Date: <i>4/22/13</i>
Sales Person: William Lloyd	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Long Distance Letter of AuthorizationCustomer Name: Metairie Park Country Day School

I hereby authorize **tw telecom holdings, inc.** to change my InterLATA and IntraLata Primary Exchange Carrier (PIC) for all of the services on the service order form Document No. 324695 to **tw telecom holdings, inc.**

Signature Block

Signature:	<i>Bryan A. Minihan, Sr.</i>
Name:	<i>Bryan A. Minihan, Sr.</i>
Title:	<i>CFO</i>
Date:	<i>4/22/13</i>

Customer and the individual signing above represent that such individual has the authority to sign this authorization on behalf of Customer.

Important E911 Disclosure and Acknowledgement

TWTC provides access to the Enhanced 911 ("E911") system that sends a caller's telephone number and location to an emergency dispatcher (called a Public Safety Answering Point "PSAP"). In order to work successfully, the system relies on the correct input of numbers and addresses into centralized databases.

With the introduction of Internet Protocol or "IP" based voice services, including the use of virtual telephone numbers, it is critical that TWTC's customers ("Customer") understand and acknowledge the items below.

Take note that E911 access may not be available, or may be limited, as follows:

1. **Emergency Responders Will Not Be Able to Locate Individual End User Stations Unless Customer Takes Additional Steps.** Except for calls that originate from Remote Telephone Numbers (RTNs), or as explained below if a Customer re-routes calls, TWTC will advise emergency responders only of the main street address where TWTC has actually installed the voice service. For all calls that originate from RTNs, TWTC will advise emergency responders only of the street address shown on the applicable Service Order, at which the Customer has indicated to TWTC in writing that Customer will physically use the telephone number. RTNs are telephone numbers that a customer uses at a location which is physically different from the street address where the trunk service to which the numbers terminate has been installed.

The proper functioning of E911 services depends on correct identification of the service location from which calls are originated, which is programmed into equipment at the site through which calls are routed. During the provisioning process Customer and TWTC jointly will assign and program locations and routes for 911 calling. After installation, if Customer wishes to reroute outbound calls through equipment at a site different from the original programming, or originates calls from a location not disclosed to TWTC, in order for E911 Services to correctly work, Customer must first make arrangements with TWTC to re-program the equipment at the new site to correctly identify the location associated with the affected telephone numbers.

TWTC cannot identify, control or track the location of individual end-user stations beyond the demarcation point between TWTC's Network and the Customer's equipment. TWTC also cannot see the Customer's method of connecting end-user stations beyond the demarcation point. As a result, emergency authorities will be unable to identify or locate individual end-user stations unless the Customer takes the following steps. If the Customer wants emergency responders to know the location of individual end users, then: (a) for traditional voice services and Direct SIP, the Customer must purchase commercially available Private Switch/Automatic Location Identification ("PS/ALI") software and Customer must also arrange in writing with TWTC to obtain a special E911 feature; and (b) for Converged Voice, SIP Trunking, or Enterprise SIP Trunking (but not Direct SIP) services, the Customer must first arrange in writing with TWTC to obtain a special E911 feature and for TWTC to update the 911 database.

2. **Emergency Responders Will Only Be Able to Locate Calls From Telephone Numbers Assigned by TWTC.** TWTC's Services are configured to transmit to PSAPs the main physical address only for telephone numbers that TWTC has assigned to the Service. Unless otherwise agreed in writing, the physical location of callers from other telephone numbers will not be sent to emergency responders.
3. **Do not call 911 from Foreign Exchange Services.** TWTC's Network does not support dialing 911 from foreign exchange services (including BES, EES, ISS, Virtual Reach, Local Reach or VTN) and E911 will not properly operate from these services. Should the customer attempt to use these services to reach 911, even calls that may complete will not be directed to a PSAP in a location capable of responding to the emergency.
4. **Moving or Disabling Equipment May Block E911 Calls.** If you move the equipment used to provide service (IAD or other device) to a location other than the service address you identified when service was first installed without telling us, or if you disable or damage the equipment, E911 calls may not be directed to a PSAP capable of responding to the emergency condition.

5. **Power Outage May Prevent E911 Calls.** If a power failure occurs that lasts longer than the life of the backup battery in or attached to the equipment on your premises used to provide service, E911 access will not work and you will not be able to reach emergency responders.


YOU SHOULD OBTAIN A BACKUP MEANS OF CONTACTING E911 SERVICES AND INFORM YOUR USERS HOW TO DO SO.

TWTC has no liability or responsibility whatsoever for inaccuracies in the E911 database associated with Customer provided information, and TWTC is not responsible for Customer's inability to access emergency services, except to the extent caused by TWTC's gross negligence or willful misconduct. Customer hereby waives and releases TWTC for any and all claims that it has or may have against TWTC now or at any time in the future for damages or compensation of any kind that arise from, or in any manner relate to, voice services not having the functionality to provide access to E911 services. Customer further agrees to indemnify and hold TWTC harmless for any claims that are asserted against TWTC that arise from or in any manner relate to voice services not having functionality to provide access to E911 services.

ACKNOWLEDGEMENT:

By signing this Disclosure and Acknowledgement, Customer affirmatively acknowledges that it understands and will inform users that they may not be able to contact emergency services by dialing 911 in the circumstances described above.

Signature Block

Signature:	
Name:	Brandon S. McWhorter
Title:	CEO
Date:	4/22/13

Customer and the individual signing above represent that such individual has the authority to sign this acknowledgement on behalf of Customer.

**Agreement for Service
Affirmation of Existing Agreement by E-Rate Applicant**

This Agreement for Service and Affirmation of Existing Agreement by E-Rate Applicant ("Affirmation Agreement") is entered into by Metairie Park Country Day School and tw telecom holdings inc, (TWTC).

1. SERVICES

tw telecom (TWTC) agrees to provide to Metairie Country Day School the services and/or products as specified below.

2. RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254, Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Metairie Park County Day School advertised for certain telecommunications, Internet, internal connections services and/or basic maintenance of internal connections services. TWTC submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Metairie Park County Day School considered the bid of (TWTC) and determined that it should be accepted. The parties are now ready to adopt a contract for the furnishing of such services and/or products and they set forth their agreement in writing as follows:

3. AGREEMENT

For and in consideration of the payment of the sums of money specified therein, together with other good and valuable consideration, tw telecom (TWTC) does hereby agree to furnish, and Metairie Park County Day School does hereby agree to accept and pay for the services bid in accordance with, except as modified hereby, the terms and conditions of the Parties' agreement:

- Converged Services = Voice + Internet - 100 Mbps

last signed on 04/22/2013 ("Existing Agreement") are incorporated herein and made a part hereof by reference.

The term of this Affirmation Agreement for Services shall commence as noted in the Agreements. The termination date shall be 06/30/17, as specified in the Existing Agreement..

The total costs of the services and/or products shall be as stated in the Agreement.

As used herein, tw telecom (TWTC) shall mean the tw telecom (TWTC) party identified in the Existing Agreement.

SO AGREED by the parties' respective authorized signatories:

<p>Metairie Park Country Day School</p> <p>By: <u>Brendan P. Minich, Sr.</u></p> <p>Printed Name: <u>Brendan P. Minich, Sr.</u></p> <p>Title: <u>CFO</u></p> <p>Date: <u>3/16/15</u></p>	<p>tw telecom inc.</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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