

Customer Information

Company Name Calhoun School
 Street Address 433 W END AVE
 Suite Number _____
 City, State NEW YORK, NY
 Zip Code 10024

Contact Name Jonathan Haff
 Contact Phone 212-497-6571
 Contact E-Mail jonathan.haff@calhoun.org

Sales Executive Information

Sales Executive Peggy Grab
 Phone 212-201-8077
 E-Mail peggy.grab@masscommgroup.com

Contract Length (yrs) 3

433 W END AVE, NEW YORK, NY 10024

Data Services	QTY	Unit Price	Monthly
10 Mbps Ethernet	1	569.95	569.95
Professional Services	1	149.00	149.00

Managed Equipment	QTY	Unit Price	Monthly
Ethernet Access Device (EAD)	1	0.00	0.00

Equipment Installation	QTY	Unit Price	One-Time
Equipment Installation & Configuration	1	0.00	0.00

Installation Services	QTY	Unit Price	One-Time
Ethernet Installation	1	350.00	350.00
Site Total		Monthly 718.95	One-Time 350.00

Cust Initials *JH*

160 W 74TH ST, NEW YORK, NY 10023

Data Services	QTY	Unit Price	Monthly
10 Mbps Ethernet	1	569.95	569.95
Professional Services	1	149.00	149.00

Managed Equipment	QTY	Unit Price	Monthly
Ethernet Access Device (EAD)	1	0.00	0.00

Equipment Installation	QTY	Unit Price	One-Time
Equipment Installation & Configuration	1	0.00	0.00

Installation Services	QTY	Unit Price	One-Time
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Ethernet Installation		1	350.00	350.00
	Site Total	Monthly	718.95	One-Time
				350.00

Cust Initials *JA*

Order Totals		Monthly Fee	1437.90	One-Time
				700.00

TERMS

By signing this Agreement, the Customer hereby authorizes MASS to provide the Services listed herein and on any/all attachments. The Agreement shall be effective upon the date in which this Agreement is duly executed ("Effective Date"). Service Term shall commence upon the installation of the initial service. Each month Customer shall purchase the Services at a cost of no less than the Monthly Fee as set forth in the Order Totals section of this Agreement, calculated prior to application of any taxes or surcharges. In the event that Customer terminates this Agreement any time after the Effective Date but prior to the expiration of the Service Term, Customer shall pay MASS an early termination charge equal to the Monthly fee times the number of months remaining in the Service Term. Upon expiration of the Service Term, the Agreement shall renew automatically for successive renewal terms upon the same terms and conditions as set forth in the original agreement, each for a period of time equal to the original service term, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least sixty (60) days prior to the expiration of the then current service term.

Billing for the Service(s) shall commence on the earlier of: (i) use of the Service by Customer; or (ii) ten (10) days after delivery of the Service to the Customer's service address. Unless expressly provided to the contrary herein, MASS, in its sole discretion, may choose the underlying carrier in which the Services are provided hereunder.

The following per minute billing increments are applicable for voice services provided by MASS; including, but not limited to, PRI, Voice T-1, Dynamic T-1 and SIP: Local - 1 min; Long Distance - 6 sec; Toll Free - 6 sec, 30 sec minimum; International - 1 min. If applicable, additional charges apply for all local, long distance and 8YY features, network access charge, router maintenance, CPE maintenance and directory listings, IP addresses greater than a /29 (6 addresses) and additional DID blocks greater than the quantity listed in this agreement. For voice services, short duration calls totaling 10% or more of Customer's completed calls are equal to or less than 6 seconds in length (Short Duration Calls) during any Billing Cycle. MASS reserves the right to charge and Customer shall pay an additional \$0.015 surcharge per Short Duration Call, which surcharge shall be in addition to customer's contractual usage rates. If applicable, the same metrics will be applied on a session (or DS0 equivalent) basis for SIP based termination services. Calling rates are subject to change on 30 days notice via a bill message on customer's invoice.

In addition to the rates for the Services(s), Customer shall be responsible for payment of all local, state, and federal taxes, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services, excluding taxes based on MASS' net income. All bills are due and payable upon receipt. If Customer's bill is not paid within thirty (30) days after the invoice date listed on the bill, Customer also shall pay MASS a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law). Customer shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Agreement to Customer.

It is further understood and agreed by the Customer that certain equipment, namely a Router or Ethernet Access Device ("EAD") ("Equipment"), which may be provided to the Customer as part of this agreement, shall at all times be the property of MASS, and the possession of same by the Customer shall be deemed a lease, the consideration for same being this contract. At the termination of this agreement the Customer shall, within 5 days of said termination, return all leased equipment to MASS undamaged and in good working order. MASS shall have sole discretion in determining the condition of the Equipment upon its return. It also agreed that the failure of the Customer to return said equipment either within 5 days of the termination of the agreement or in a condition determined to be undamaged and in good working order, shall make the Company liable to MASS in an amount of \$1500.00 as liquidated damages.

The quality of service provided hereunder shall be consistent with common carrier industry standards, government regulations and sound business practices. MASS MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL MASS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.

The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of law principles. This Agreement is subject to and controlled by MASS' federal and state tariffs as applicable, and/or by MASS' standard terms and conditions of service and the service specific terms and conditions as located at http://www.masscommgroup.com/legal-notices as such tariffs and terms may be modified from time to time and all of which are hereby expressly incorporated by reference.

If this agreement is not executed within 30 days of the Effective Date, terms quoted herein are subject to change.

Remit Payments To:

MASS Communications
65 Broadway, 18th Floor
New York, NY 10006
billing@masscommgroup.com

MASS Communications:

Signature: [Signature]
Print Name: Danman Mass
Title: CEO
Date: 10/21/11

CUSTOMER:

Signature: [Signature]
Print Name: JONATHAN HARR
Title: Director of Technology
Date: 10/3/2011
Federal Tax ID: 13-1623919

[Signature] Initial here if you authorize the Sales Executive noted on page 1 of this Agreement to act as your agent regarding all decision affecting this order.

I. GENERAL INFORMATION: *Required Items			
*Full Legal Company Name: <i>The Carhoun School</i>		*Trade Name/DBA:	*Email:
*Physical Address:	*City:	*State:	*Zip Code:
*Business Start Date:	State of Incorporation:	Duns#:	*Full Name of Parent Company:
*Type of Business: "C" Corp, "S" Corp, LLC, Partnership, Proprietorship:		*MASS Comm Sales Rep Name:	
Publicly Held:	# of Employees:	Annual Sales:	Federal Tax ID#:
*Contact Person/Title:		*Contact Telephone/Fax:	*Contact E-mail:
Please indicate company principals responsible for business transactions:			
*Name:	*Title:	Have the owners and/or the business ever filed for bankruptcy?	Do the owners and/or the business have any litigation, judgements or liens?
II. BANK REFERENCES			
*Present Bank:		Name of Lending Bank:	
Branch:	*Telephone:	Branch:	*Telephone:
*Account #:	*Fax:	*Account #:	*Fax:
Name of Bank Officer:	Account Type:	Name of Bank Officer:	Account Type:
III. TRADE REFERENCES: Please provide related industry or telecom references.			
Reference Name:	Contact Name:	Reference Name:	Contact Name:
Address:	Account Number:	Address:	Account Number:
Telephone:	Fax:	Telephone:	Fax:
Monthly \$:	Secured:	Monthly \$:	Secured:
Reference Name:	Contact Name:	Reference Name:	Contact Name:
Address:	Account Number:	Address:	Account Number:
Telephone:	Fax:	Telephone:	Fax:
Monthly \$:	Secured:	Monthly \$:	Secured:
IV. APPLICANT'S SIGNATURE			
I hereby represent that I am authorized to submit this application on the behalf of the customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I further authorize MASS Communications to investigate the references listed pertaining to my/four credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.			
*Applicant's Name (print): <i>Jonathan Hoff</i>		*Title: <i>Dir. of Technology</i>	
*Signature: <i>J Hoff</i>		*Date: <i>10/3/2011</i>	

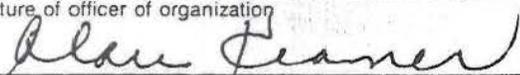
The Calhoun School, Inc.

Tax ID & Credit References

Jacobi School for Girls Founded Incorporated in Incorporated Status	Prior to 1924 1896 New York State 1939 Non-profit institution Operating as a private Non-sectarian school in NYC		Credit Reference 1.	Adams Book Company Textbook and Paperback Distributors 537 Sackett Street Brooklyn, NY 11217-3099 718-875-5464 718-852-3212	800-221-0909 800-fax-adam
Tax ID's	NYS & Local Sales Tax Federal Tax Identification	104287 13-1623919	Credit Reference 2.	Emerald Services, Inc. 1 Fairchild Ct Plainview, NY 11803 Arthur M. Sillman, Jr. 516-935-2222 516-935-2293	
Head of School Telephone	Steven Nelson 212-497-6520		Contact Telephone Fax		
Director of Finance Telephone Fax	Alan Kramer 212-497-6586 212-497-6590				
Upper School address Telephone Fax	433 West End Avenue New York, NY 10024-5799 212-497-6500 212-497-6530		Accountants	Eisner LLP 750 Third Ave New York, NY 10017 Ed Martin 212-949-8700 212-891-4100	
Lower School address Telephone Fax	160 West 74 th Street New York, NY 10023 212-497-6550 212-721-2025		Contact Telephone Fax		
Bank information Checking account#	CitiBank 9947105404 2350 Broadway New York, NY 10024		Counselors	Schulte Roth & Zabel LLP 900 Third Avenue New York, NY 10022	
Contact Telephone	Michael Markowski VP-Manhattan Commercial 212-873-7292		Contact Telephone Fax	Mark Brossman 212-756-2000 212-593-5955	

Exempt Organization Certification

This certification is not valid unless all entries have been completed.

Name of seller	Name of exempt organization making purchases THE CALHOUN SCHOOL
Mailing address	Exempt organization number (from Form ST-119) EX 104287
City, village or post office	Mailing address 433 WEST END AVENUE
State	City, village or post office NEW YORK,
ZIP code	State
Substantial civil and/or criminal penalties will result from the misuse of this form.	ZIP code 10024
I certify that the organization named above holds a valid Form ST-119, <i>Exempt Organization Certificate</i> , and is exempt from state and local sales and compensating use taxes on its purchases.	
Print or type name of officer of organization. ALAN KRAMER	Title BUSINESS MANAGER
Signature of officer of organization 	Date prepared

Instructions

Seller

If all entries have been completed and an officer of the organization has signed the certification, you may accept it to exempt sales to the organization named. The exempt organization must be the direct purchaser and payer of record. Any bill, invoice or receipt you provide must show the organization as the purchaser. Payment must be from the funds of the exempt organization.

Do not accept this form to exempt sales of motor fuel or diesel motor fuel, including No. 2 heating oil (see *Purchaser* section).

The exempt organization must give you certification at the time of the organization's first purchase. A separate document is not necessary for each subsequent purchase, provided that the exempt organization's name, address, and certificate number appear on the sales slip or billing invoice. The certification is considered part of each order and remains in force unless revoked.

If a certification with all entries completed is not received within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must keep this *Exempt Organization Certification* for at least three years after the date of the last exempt sale substantiated by the certification.

Purchaser

Complete this certification and give it to the seller. This form may be reproduced without prior permission from the Tax Department.

Your exemption from New York State and local sales and use tax does not extend to officers, members or employees of the exempt organization. Personal purchases made by these individuals are subject to sales and use tax. An organization's exemption does not extend to its subordinate or affiliated units. When making purchases, subordinate units may not use the exemption number assigned to the parent organization. Such misuse may result in the revocation of the parent organization's exemption.

You may not use this form to make tax exempt purchases of motor fuel or diesel motor fuel. Since No. 2 heating oil falls within the definition of diesel motor fuel, you may not use this form to purchase it tax exempt. You must use Form FT-1020, *Exemption Certificate for Certain Taxes Imposed on Diesel Motor Fuel and Propane* or Form FT-1025, *Certificate for Exemption from Certain Taxes Imposed on Diesel Motor Fuel*, to claim exemption on heating oil.

Hospitals that have been granted an exemption from sales and use tax pursuant to section 1116(a)(4) of the Tax Law may claim exemption on the purchase of motor fuel by using Form FT-937, *Certificate of Sales Tax and Motor Fuel Tax Exemption for Qualified Hospitals*.

Need Help?

For forms or publications, call toll free (from New York State only) 1 800 462-8100. From areas outside New York State, call (518) 438-1073.

For information, call the Business Tax Information Center toll free (from the continental U.S.) 1 800 972-1233. You can also call toll free (from New York State only) 1 800 CALL TAX (1 800 225-5829). From areas outside New York State, call (518) 438-8581.

Telephone assistance is available from 8:30 a.m. to 4:25 p.m., Monday through Friday.

Persons with Disabilities - In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call the information and assistance numbers listed above.

Hotline for the Hearing and Speech Impaired - If you have a hearing or speech impairment and have access to a telecommunications device for the deaf (TDD), you can get answers to your New York State tax questions by calling toll free (from the continental U.S.) 1 800 634-2110. Hours of operation are from 8:30 a.m. to 4:15 p.m., Monday through Friday. If you do not own a TDD, check with independent living centers or community action programs to find out where machines are available for public use.