WIDE AREA NETWORK TELECOMMUNICATIONS SERVICE AGREEMENT

This Telecommunications Service Agreement (the "Agreement") is entered into as of this ____ day of _____, 2015 (the "Effective Date"), by and between Conterra Ultra Broadband, LLC d.b.a. **CONTERRA FIBER SOLUTIONS** ("CONTERRA "), a limited liability company organized under the laws of the State of South Carolina, with its principal place of business located at 2101 Rexford Road, Suite 200E, Charlotte, North Carolina, 28211, and _____ ("CUSTOMER"), with its principal place of business located at _____. This Agreement sets forth the terms and conditions under which CONTERRA will deploy and provide certain telecommunications and related services described herein (the "Services") for the CUSTOMER and CUSTOMER'S employees, agents and students. CONTERRA and CUSTOMER may be individually referred to herein as "party" or collectively as "parties."

DEFINITIONS

"USAC" shall mean the Universal Service Administrative Company that administers the Universal Service Fund under the Federal Telecommunications Act of 1996, including the Schools and Libraries Division ("SLD") thereof.

"E-Rate" shall mean the Schools and Libraries Universal Support Mechanism administered by the Schools and Libraries Division ("SLD") of USAC.

"E-Rate Discount" shall mean the discount percentage approved by SLD for the current Funding Year, as defined by SLD, as shown on the Funding Commitment Decision Letter, and for which SLD agrees to provide E-Rate Funding.

"E-Rate Funding" shall mean (i) the agreement by SLD to provide funds though E-Rate to CUSTOMER to subsidize the provision of the Services to CUSTOMER, and (ii) the funds so provided.

"FCDL" shall mean the Funding Commitment Decision Letter issued by SLD to the CUSTOMER and CONTERRA notifying CUSTOMER and CONTERRA of approval by SLD of E-Rate Funding.

"Certification" shall mean the verification by CONTERRA, as acknowledged by CUSTOMER, that the Services meet the performance requirements set forth in Attachment A.

"Deficient Minutes" shall be the total number of minutes in a calendar month that are in excess of the number of minutes of path non-availability permitted by the terms of the Services level standards that CONTERRA is required to meet under the terms of this Agreement.

"Deficiency Credit" shall mean an amount equal to the total number of Deficient Minutes in the calendar month for which such Deficiency Credit is sought multiplied by a fraction of which the numerator is the Monthly Service Fee and the denominator is the number of minutes in the relevant month.

"Infrastructure" shall mean the CONTERRA-owned service delivery infrastructure deployed and maintained by CONTERRA and used in the provision of the Services to CUSTOMER.

"Service Locations" shall mean the location(s) specified in Attachment A at which Service and Infrastructure is deployed.

"Non-Recurring Charge" shall mean that portion of the total charge for the provision of the Services under this Agreement that is designated as the non-recurring charge listed on Attachment A for the use of the Infrastructure.

"Monthly Service Fee" shall, during the initial Term and any extension hereof contemplated by Section 9 of this Agreement, mean the monthly service charge listed on Attachment A. Following the initial Term and the expiration of any such extensions, the "Monthly Service Fee" shall mean the then current month-

to-month service rate set by CONTERRA upon thirty (30) days prior written notice to CUSTOMER.

"Outage Event" shall mean any outage or other loss of the Services, other than any outage that (i) is not reported by CUSTOMER to CONTERRA within five (5) days of occurrence, (ii) is less than one (1) hour in duration, (iii) is attributable to CONTERRA's scheduled network maintenance, (iv) is attributable to failure or outage of related telephone circuits (whether ordered by CONTERRA or CUSTOMER), (v) results from CUSTOMER's applications, equipment or facilities, (vi) results from any act or omission of CUSTOMER or any user of CUSTOMER's equipment or account, or (vii) is due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, hurricanes, tornados, acts of God, or by any other cause not within the control of CONTERRA that by the exercise of reasonable diligence CONTERRA is unable to prevent, (viii) results from CONTERRA not having been granted site access by the CUSTOMER, or (ix) results from CUSTOMER'S unauthorized use of equipment or the Services.

"Site Access" shall mean twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") access to CUSTOMER premise(s) provided to CONTERRA for routine or emergency maintenance of the CONTERRA network.

"Service Window" shall mean 7:00 a.m. through 5:00 p.m. local time where the Services are being provided, Monday through Friday, excluding federal holidays and other non-work days.

TERMS AND CONDITIONS

1. Conditions of this Agreement

(a) The parties acknowledge that this Agreement is contingent upon CUSTOMER obtaining E-Rate Funding for this project from the SLD.

2. The Service, Deployment and Access.

(a) The Services. Subject to and in accordance with the terms and conditions of this Agreement, CONTERRA shall provide to CUSTOMER at mutually-agreeable CUSTOMER'S designated locations the Services as defined in Attachment A hereto.

(b) Deployment. CONTERRA, its agent(s) or contractor(s) shall schedule deployment meetings with the CUSTOMER. CONTERRA shall deploy the CONTERRA-owned service Infrastructure. CUSTOMER's appointed representative must be present on a regular basis during deployment to be performed by CONTERRA. CONTERRA assumes no liability for files, data, or other information that may be lost on CUSTOMER'S computer system during the deployment process and CUSTOMER agrees to hold CONTERRA harmless for all such lost files, data and other information. After deployment and during the Term of this Agreement, CUSTOMER shall provide CONTERRA with 24x7x365 access to CUSTOMER'S premise(s) to inspect, repair and maintain CONTERRA's Infrastructure. Upon termination or expiration of this Agreement, or disconnection of the Services, CUSTOMER shall be obligated to return the Infrastructure to CONTERRA or to provide CONTERRA with access to CUSTOMER'S premise(s) to recover such Infrastructure as CONTERRA in its sole discretion shall decide. CONTERRA shall not be held liable for, nor will CONTERRA restore or reconfigure the CUSTOMER'S new or existing network components after de-deployment. Even if the Infrastructure (or any portion of the Infrastructure) is or becomes physically attached in any manner to real estate at the Service Location (including any building on such real estate), in no event will the Infrastructure be deemed to be affixed to or as a part of such real estate. Rather, the Infrastructure is and shall remain CONTERRA's personal property. Alternatively, as a common carrier, CONTERRA may opt to leave the Infrastructure at the Service Locations. In such event, CONTERRA may continue to make any substitutions to or modifications of and maintain the Infrastructure. The Infrastructure shall not be for the exclusive use of the CUSTOMER, but may be used by CONTERRA as CONTERRA shall decide. Throughout the useful life of the Infrastructure, CUSTOMER shall supply (or cause to be supplied) electricity to that Infrastructure and CUSTOMER grants CONTERRA an exclusive, non-revocable license and easement to use those parcels of real property that CONTERRA deems necessary to install, operate and maintain fiber optic cable thereon and to place certain buildings or enclosures thereon and such Infrastructure as CONTERRA determines may be necessary or compatible with the

conduct of CONTERRA's business. In addition, CUSTOMER grants to CONTERRA an exclusive right to deploy transmission cables and lines between the CUSTOMER's property line and the Service Locations in connection with CONTERRA's use, maintenance, and operation of the Infrastructure. The license or easement granted shall include and also be classified, and documented if necessary, as a leasehold interest for the limited purpose of CONTERRA gaining access to CUSTOMER property to construct, maintain, modify and service CONTERRA-owned and/or provided Infrastructure, thus enabling CONTERRA to comply with State and local construction laws and contractor requirements. As a common carrier, CONTERRA may utilize all of the CONTERRA-owned Infrastructure to serve other customers, and for internal communications for the management and maintenance of its network. It is expressly understood that all rights granted to CONTERRA under this license are irrevocable until thirty years after the expiration or earlier termination of this Agreement, any Amendment thereto, or the provision of Services. CONTERRA may use the Infrastructure and real property for any activity in connection with the provision of other communication services as CONTERRA determines may be necessary or compatible with the conduct of CONTERRA's business. CONTERRA may make any substitutions to or modifications of the Infrastructure as it determines may be necessary or compatible with the conduct of CONTERRA's business. In addition, CONTERRA may lease capacity on its Infrastructure to a third party.

(c) Governmental Approval. CONTERRA shall use commercially reasonable efforts to procure, process, or to receive any governmental licenses, permits, consents or approvals necessary for the deployment of the Infrastructure ("Authorizations"). CUSTOMER shall cooperate fully with CONTERRA in order to secure any such Authorizations. In the event that CONTERRA is unable to secure any such Authorizations within a reasonable time and at a reasonable cost (as determined by CONTERRA in its reasonable judgment), CONTERRA may terminate this Agreement by notifying CUSTOMER. All work hereunder which is required by the law of the state within which CUSTOMER is located to be performed by a licensed contractor shall be performed by an appropriately licensed contractor.

(d) Changes in Deployment. Attachment A includes network design that CONTERRA has determined is necessary to provide the Services to CUSTOMER as required by this Agreement. In the event that CUSTOMER requests that CONTERRA modify that design then CUSTOMER shall be responsible for all costs and related charges associated with any such request.

(e) Change Order. Any changes requested or required by the CUSTOMER that differ from the network design specified in Attachment A must be properly authorized in a written directive from CUSTOMER. Any change is subject to the network design limitations and CUSTOMER shall pay, as a relocation or reconfiguration fee, CONTERRA's actual out-of-pocket cost and the cost of all labor and services of any such relocation or reconfiguration ("Costs") plus an additional twenty percent (20%) of the Costs.

(f) Scalable Broadband Services. CONTERRA's network may be expanded to include additional locations and capacity increased at any time during the Term of this Agreement to meet CUSTOMER's requirements. CUSTOMER shall request specific service upgrades based on pricing quoted at time of request. CUSTOMER may add sites (subject to changes in pricing and/or fees) at any time during the Term of this Agreement.

3. CONTERRA Service Levels, Support, Maintenance and Indemnification.

(a) Availability Commitment. CONTERRA custom engineers each network solution up to 99.99% availability. CONTERRA shall use commercially reasonable efforts to maintain Services availability for the CUSTOMER 100% of the time, except during Outage Events. At CUSTOMER's request, CONTERRA shall calculate the Deficiency Credit for any calendar month. CONTERRA shall credit to CUSTOMER's account as a refund the Deficiency Credit upon written request by CUSTOMER.

(b) Latency and Jitter Commitment. CONTERRA's goal is for round-trip transmissions between designated end-points to average ten (10) milliseconds or less except during Outage Events ("Latency Commitment"). The foregoing Latency Commitment is measured by averaging sample measurements taken during the Service Window between hub routers. Upon written request of CUSTOMER, for each minute in the Service Window during a calendar month for which CONTERRA fails to satisfy its Latency Commitment, CONTERRA shall credit to CUSTOMER's account as a refund the total number of latency minutes divided by the total number of minutes during the Service Window in that month. CONTERRA'S Jitter commitment is < 2 milliseconds one way.

(c) Packet Loss Commitment. CONTERRA's network packet loss between designated end-points shall be limited to 0.1% or less each day except during Outage Events ("Packet Loss Commitment"). Packet loss is measured by standard, industry-accepted methods and measured during the Service Window between designated end-points. Upon written request of CUSTOMER, for each minute in the Service Window for which CONTERRA fails to satisfy its Packet Loss Commitment during a calendar month, CONTERRA shall refund the total number of minutes where there was a packet loss of more than .1% divided by the total number of minutes during the Service Window in that month.

(d) CUSTOMER Reporting Commitment. CONTERRA shall provide CUSTOMER at least forty-eight (48) hours advance notice of scheduled outages for network maintenance. The standard weekly maintenance window is Monday through Sunday from 1:00 a.m. to 6:00 a.m. local time. Notice of other scheduled maintenance outages will be provided to CUSTOMER's designated point of contact by telephone, e-mail, fax, or pager as elected by CONTERRA.

(e) Credit Limit. In no event shall CUSTOMER's total credits for any calendar month exceed the Monthly Service Fee.

(f) CONTERRA Support. CONTERRA shall, at its option and convenience, repair or replace any Infrastructure not functioning in accordance with CONTERRA'S contracted specifications for the Services. CONTERRA shall not provide technical support, maintenance, repair or deployment service for CUSTOMER's software, hardware or equipment unless CONTERRA, in its sole discretion, agrees to do so in a separate written contract. CONTERRA shall provide CUSTOMER support for use of the Services only as, when, and to the extent CONTERRA deems appropriate from time to time in its sole discretion. CUSTOMER support will be available on a commercially reasonable basis via telephone, via electronic mail or through CONTERRA's Internet site (www.conterra.com) ("Internet Site"). Telephone numbers for such CUSTOMER support are posted on the CONTERRA Internet Site and are included in Section 7 of this Agreement. If CUSTOMER'S use of the Services requires that CONTERRA visit CUSTOMER'S premises for assistance, repair, deployment or connection, CONTERRA shall be entitled to charge CUSTOMER CONTERRA's then prevailing labor rates and related costs for each such visit, and CUSTOMER agrees to pay CONTERRA such charges. CONTERRA does not undertake to correct or repair, and shall have no responsibility for the correction or repair of, software, hardware or equipment that CONTERRA does not supply. CONTERRA will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the service level standards provided in this Section 2.

(g) CONTERRA Response Times. CONTERRA shall provide a CUSTOMER support service contact point. CONTERRA shall respond within an average of four (4) hours to any CUSTOMER notification, made to this contact point, of any failure of any Infrastructure to meet CONTERRA'S published specifications for the Services.

(h) Indemnification. CONTERRA agrees to indemnify and hold harmless CUSTOMER, and its board members, employees, agents and representatives (collectively, "CUSTOMER Indemnities") against any and all costs, claims, liabilities or expenses that any of the CUSTOMER Indemnities may incur as a result of, or arising out of, or related to CONTERRA'S willful, negligent, tortious or criminal acts or omissions. In the event of any claim, which, if true, would be subject to indemnification hereunder, CUSTOMER or the affected CUSTOMER Indemnities shall notify CONTERRA and CONTERRA shall cooperate in their defense at CONTERRA's cost and expense.

4. CUSTOMER'S Obligations.

(a) FCC Form 471 Application Review. CUSTOMER shall promptly notify CONTERRA of any PIA review, Selective Review, audit, or other contact from the SLD during review of its FCC Form 471 Description of Services Ordered which may affect the availability or amount of funds due from the SLD during the Term of this Agreement, including any extensions hereof. CUSTOMER shall comply with SLD requests for additional or clarifying information according to E-Rate program rules as established by the FCC and administered by USAC.

(b) Certification of Services and FCC Form 486. CUSTOMER shall provide prompt acknowledgement of the Certification by CONTERRA of the Services when CONTERRA demonstrates the performance of the Infrastructure in accordance with Attachment A. CUSTOMER shall promptly file FCC Form 486 Receipt of Service Confirmation with USAC. Failure to file the Form 486 in a timely manner may

result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder.

(c) Payment.

i. *Non-Recurring Charge.* Upon Certification of the deployment of the Infrastructure, CONTERRA shall invoice CUSTOMER the applicable Non-Recurring Charge specified in Attachment A. CUSTOMER shall pay the Non-Recurring Charge within thirty (30) days of the invoice. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational.

ii. *Monthly Service Fee*. CONTERRA shall invoice CUSTOMER each month in advance for a Monthly Service Fee as shown in Attachment A of this Service Agreement. CUSTOMER shall pay the Monthly Service Fee within thirty (30) days of the invoice. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational.

iii. *Collection of SLD Funds*. CONTERRA will be responsible for collection of the E-Rate Discount from SLD by filing an FCC Form 474 Service Provider Invoice.

iv. *CUSTOMER Ultimately Responsible*. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES INCLUDING ANY DISCOUNT AMOUNTS OWED BY USAC.

v. *Failure To Pay*. If CUSTOMER fails to pay the Monthly Service Fee within thirty (30) calendar days of the due date, CONTERRA may impose a late fee or disconnect the Services, or both, in its sole discretion. CUSTOMER shall pay CONTERRA such late fees. CONTERRA's late payment fee shall be five (5%) of the Monthly Service Fee.

vi. *Re-connect*. If CUSTOMER disconnects the Services or if CUSTOMER'S Services are disconnected due to nonpayment or other breach of this Agreement, and if CONTERRA subsequently agrees to reconnect the Services, CUSTOMER may be charged a fee for reconnecting and redeploying the Services. Such fee shall be equal to one hundred percent (100%) of the then applicable Monthly Service Fee.

vii. *Charges for other services or goods*. From time to time CUSTOMER may decide to select additional services or purchase additional goods offered by CONTERRA or by third parties. The Monthly Service Fee does not cover any such services and goods, and the CUSTOMER shall be charged separately for them. CUSTOMER agrees to pay for such other services and goods that it selects or purchases.

viii. *Taxes*. CUSTOMER shall pay all federal, state and local taxes, fees, charges, surcharges or similar exactions imposed on the Services and/or products that are subject of this Agreement including but not limited to state and local sales, use and gross receipts taxes (collectively, "Taxes").

(d) E-Rate Applications. CUSTOMER has an obligation to obtain and maintain E-Rate Funding throughout the Term of this Agreement. Failure of CUSTOMER to file all appropriate paperwork within established USAC deadlines and perform all administrative tasks to obtain and maintain E-Rate Funding will result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder. CUSTOMER also agrees it has an obligation to secure and maintain E-Rate Funding for the entire Term of the Agreement, notwithstanding the fact that CUSTOMER's FCC Form 470 Description of Services Requested may have been submitted for a single-year rather than multi-year term.

(e) Utilities. CUSTOMER shall provide electrical services to the CONTERRA Infrastructure as required by CONTERRA.

(f) Current address and information. CUSTOMER is required, and agrees, to keep CONTERRA notified in a timely manner of any changes in the information CUSTOMER provides to CONTERRA, including information provided when CUSTOMER initiates use of the Services.

(g) Assignment or Sharing of Service. CUSTOMER may not resell, share, sublicense or otherwise distribute the Services, or any portion thereof, to any third party without the prior written consent of CONTERRA.

(h) School/Facility Closure. CUSTOMER shall immediately notify CONTERRA if CUSTOMER becomes aware that the school or facility governed by this Agreement will be closed prior to the Term of this Agreement or any extension. CUSTOMER has the duty to notify CONTERRA as soon as CUSTOMER receives such information. CUSTOMER shall be responsible for 100% of all monthly costs and fees associated with the school or facility through the end of Agreement or any extension thereof.

5. CUSTOMER'S Warranties, Representations and Indemnification.

(a) Warranties and Representations. CUSTOMER warrants and represents that CUSTOMER shall use the Services only for the originally intended purpose(s), in accordance with this Agreement, all FCC and USAC rules and regulations, and all applicable laws, and CUSTOMER shall make all payments required herein plus any and all applicable Taxes. CUSTOMER warrants that all funds due from CUSTOMER hereunder have been allocated for the uses contemplated in this Agreement or if they have not been allocated, CUSTOMER believes that such funds will be allocated (on an annual basis for the term of the contract and any corresponding extension or renewal), that there is no current basis to believe that such funds will not be allocated and that CUSTOMER has taken every necessary step to assure the availability of CUSTOMER funds hereunder.

(b) CUSTOMER Indemnification. To the fullest extent allowed by law, CUSTOMER agrees to indemnify and hold harmless CONTERRA, its parent, subsidiaries and affiliates, assigns and the members, officers, directors, employees, contractors, agents and representatives of CONTERRA and its subsidiaries and affiliates (together "CONTERRA Indemnities") against any and all costs, claims, liabilities or expenses any of the CONTERRA Indemnities may incur as a result of, or arising out of, or related to: (i) CUSTOMER'S breach of this Agreement or of CUSTOMER'S warranties and representations made herein; (ii) CUSTOMER'S willful, negligent, tortious or criminal acts or omissions; (iii) any improper use of CUSTOMER'S password, name or user name; or (iv) CUSTOMER'S violation of any third party's rights. In the event of any claim, which, if true, would be subject to indemnification hereunder, CONTERRA or the affected CONTERRA Indemnities shall notify CUSTOMER and CUSTOMER shall cooperate in their defense at CUSTOMER'S sole cost and expense. As part of CUSTOMER'S indemnification obligations, CUSTOMER shall reimburse CONTERRA for any costs that CONTERRA incurs, including complaint fees charged by jurisdictional authorities, network or service providers, and investigation expenses, due to complaints filed regarding CUSTOMER'S activity (or activity for which CUSTOMER is responsible) in using the Services.

6. CONTERRA's Ownership of Service Infrastructure, Hardware and Appurtenances.

The Infrastructure, hardware and appurtenances (to include, but not limited to, fiber optic cabling and apertures) to be located on CUSTOMER premises by CONTERRA to provide the Services under this Agreement are, and shall remain, the property of CONTERRA. Additionally, such of these items as CONTERRA may request shall be returned to CONTERRA in good and working condition upon the termination or expiration of this Agreement, or the disconnection of CUSTOMER'S Services. CUSTOMER shall use reasonable care to avoid damaging any and all Infrastructure and hardware components of the CONTERRA deployment, and shall not alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with any of the same. Additionally, CUSTOMER shall be responsible for all costs of repair or replacement of items returned damaged or in poor working condition due to CUSTOMER's negligence or failure to properly care for said Infrastructure, hardware or appurtenances. CONTERRA reserves the right to make modifications to the Infrastructure for purposes of providing services to other entities. In the event that CONTERRA elects to leave any Infrastructure on the CUSTOMER's premises after such termination or expiration hereof, CUSTOMER grants CONTERRA an exclusive license to maintain and access such Infrastructure for the useful life of same and also agrees to allow CONTERRA to purchase electrical service to maintain such Infrastructure at market price for the actual cost of such electrical service used. CONTERRA shall continue to maintain all insurances required hereunder during the duration of this exclusive license.

7. Contact Us.

(a) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (i) personally delivered (including by means of a messenger service), or (ii) by United States first class mail postage prepaid (registered or certified) return receipt requested, or (iii) when delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.

(b) Billing Information, Questions or Concerns. If CUSTOMER has questions or concerns or simply would like more information about the costs CUSTOMER might incur in using the Services or with CUSTOMER'S particular account, CUSTOMER may contact CONTERRA at 1.877.365.6701.

(c) General Information. For general information about CONTERRA and CONTERRA's services, CUSTOMER may visit the CONTERRA Internet Site or contact CONTERRA at 1.877.365.6701.

(d) CUSTOMER Support and Service. For CUSTOMER service and support, CUSTOMER may contact CONTERRA via telephone, via electronic mail or via the CONTERRA Internet Site. CUSTOMER shall visit the CONTERRA Internet Site for up-to-date contact information.

8. Disclaimers and Limitation of CONTERRA's Liability.

(a) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) THE SERVICES, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA UNDER THIS AGREEMENT ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY; (ii) THE USE OF THE SERVICES, THE INTERNET, AND ANY SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA IS AT CUSTOMER'S SOLE RISK; AND (iii) ANY AND ALL CONTERRA SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED. CONTERRA MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON CUSTOMER'S PARTICULAR COMPUTER, NETWORK OR COMPUTER SYSTEM EXCEPT AS DEFINED BY THE IEEE STANDARD 802.3 DEFINING THE PHYSICAL LAYER AND TRANSPORT LAYER OF ETHERNET. CUSTOMER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) CONTERRA SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO CUSTOMER'S COMPUTER OR NETWORK SYSTEM, DATA, INFORMATION OR INFRASTRUCTURE UNLESS THROUGH NEGLIGENCE ON BEHALF OF CONTERRA; (ii) CONTERRA HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT CUSTOMER MAY USE WITH OR ACCESS USING THE SERVICES; (iii) IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY; AND (iv) IN NO EVENT SHALL CONTERRA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, ACTUAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OF ANY KIND WHATSOEVER) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DEPLOYMENT, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CONTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER AND IN SUCH STATES OR OTHER JURISDICTIONS CONTERRA'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(b) SUBJECT TO THE FOREGOING, CUSTOMER EXPRESSLY ACKNOWLEGES AND AGREES THAT (i) CONTERRA'S MAXIMUM LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SERVICES WILL BE THE AGGREGATE AMOUNT CUSTOMER HAS ACTUALLY PAID TO CONTERRA FOR THE SERVICE; (ii) CONTERRA HAS ESTABLISHED ITS PRICING FOR THE SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES; AND (iii) THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS TELECOMMUNICATIONS SERVICE AGREEMENT SHALL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE. THE FOREGOING IS SUBJECT ONLY TO THE SPECIFIC SERVICE LEVEL STANDARDS AND REMEDIES SET FORTH IN SECTION 2 ABOVE.

9. Term and Termination.

(a) Services Term. The initial term of this Agreement shall begin on the Effective Date. The initial term of Services under this Agreement (the "Services") shall begin when the Services commence (which is defined as; all circuits are turned over, accepted) and, unless earlier terminated as hereinafter provided, shall expire on the last day of the _____ (___th) month succeeding Service commencement ("Expiration Date"). The Agreement shall be coterminous with the Expiration Date set forth above. Upon commencement of Services, CUSTOMER is responsible for and shall provide USAC with the Agreement termination date (within 10 days thereof) via the applicable form(s).

(b) Extension of Term. The initial Term or any subsequent term, may be extended by exercising any of the following options:

(i) CUSTOMER has the option to extend for _____ (_) extension periods of _____ (_) years each ("Extension Term"), through the provision of written notice to CONTERRA not less than one hundred eighty (180) days before the Expiration Date or the end of the Extension Term. The Monthly Service Fee may be adjusted as of the first day of any Extension Term (the "Adjustment Date") by mutual agreement, in writing, by the parties no later than 180 days prior to the Expiration Date or the end of the Extension Term

(ii) The CUSTOMER may extend the initial contract Term, or any Extension Term if such extension is necessary, to make the Term of this Agreement coincide with the "funding year" or implementation period" as defined by E-rate rules.

(c) Termination by CONTERRA for Loss of E-Rate Funding. The parties acknowledge and agree that this Agreement is contingent upon CUSTOMER filing for and obtaining E-Rate Funding for the Services from the SLD. If E-Rate Funding for this project is not maintained by SLD after the first year of this Agreement, CONTERRA will make all reasonable efforts to maintain Services for CUSTOMER. CUSTOMER may assume full liability for Services or, after the third year of this Agreement, request a re-price of Services. Notwithstanding the above, CONTERRA reserves the right to terminate this Agreement if new payment arrangements cannot be made, and will face no financial penalties by providing prompt written notification of such occurrence to CUSTOMER. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received. CUSTOMER will remain liable to CONTERRA for any payments attributable to periods for which E-Rate funds have been committed. In addition, CUSTOMER is liable for all remaining monthly recurring costs and fees for the remainder of the Service Term or any then current Extension Term. CUSTOMER shall be responsible for returning the Infrastructure that CONTERRA requests be returned.

(d) Termination by CUSTOMER. The parties further acknowledge and agree that if the CUSTOMER terminates this Agreement after the network is deployed, CUSTOMER shall pay CONTERRA the cost to de-deploy the CONTERRA-owned Infrastructure. In addition, the CUSTOMER shall pay 100% of all remaining monthly costs and fees due through the end of the contract Term. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received. CUSTOMER also agrees to not procure services from any other provider which are similar or analogous to services provided under this Agreement for the entire unexpired initial Term of this Agreement.

(e) Termination by CUSTOMER. If CONTERRA repeatedly and persistently fails to substantially provide the Services as required by the terms of this Agreement, CUSTOMER may terminate this Agreement by written notice to CONTERRA. CUSTOMER shall give CONTERRA ninety (90) days written notice of such intention to terminate and an opportunity to cure any such default. In the event that CONTERRA commences to cure and diligently pursues cure during that ninety (90) day period, then CUSTOMER may not terminate this Agreement.

(f) Termination by CONTERRA. If CUSTOMER breaches this Agreement, and following a minimum thirty (30) day written notice to CUSTOMER, CONTERRA reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Services, in whole or in part, with just cause as provided for by this Agreement, and providing the cause has been fully declared to the CUSTOMER, allowing the CUSTOMER the thirty (30) days to cure said cause. In addition CUSTOMER shall pay CONTERRA the cost to de-deploy the CONTERRA-owned Infrastructure, and CUSTOMER shall be liable for all remaining monthly recurring costs and fees for the remainder of the Service Term or any then current Extension Term.

(g) Termination by CONTERRA. If CONTERRA is unable to secure lease, licenses, easements, right of ways, pole attachments or other necessary requirements or provision a third party intermediary site under commercially reasonable terms and conditions as determined in the sole discretion of CONTERRA, and the site in question is essential to providing the Services, CONTERRA may terminate this Agreement in part or whole.

(h) Termination of Agreement in Order to Seek Alternate Services. In the event that this Agreement is terminated under Section 9(d) or (f), CUSTOMER shall not procure services from any other provider which are similar or analogous to the Services provided under this Agreement for the remainder of the initial Term or any then in effect Extension Term of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws principles.

11. Mediation. In the event of an alleged breach of this Agreement by CONTERRA or CUSTOMER or in the event of any other dispute arising out of this Agreement and involving CONTERRA and CUSTOMER such breach or dispute initially shall be submitted to nonbinding mediation prior to the institution of any litigation. The parties agree to utilize the services of a retired judge, or other qualified mediator mutually acceptable to both parties.

12. Miscellaneous.

(a) Entire Telecommunications Service Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the parties hereto. For purposes of clarification, with regards to the subject matter hereof, the parties acknowledge that any RFP, including CONTERRA's response to the same, is specifically superseded by the terms contained herein.

(b) No Third Party Beneficiaries. This Agreement is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the CONTERRA Indemnified Parties.

(c) Lowest Corresponding Price ("LCP"). The Services provided under this Agreement have been awarded under a competitive bid process and involved the filing of an FCC Form 470, thus meet the FCC/USAC requirements for LCP.

(d) Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.

(e) No Assignment. CUSTOMER may not assign this Agreement and CUSTOMER'S rights and obligations under this Agreement may not be assigned in whole or in part without CONTERRA's prior written consent. CONTERRA may freely assign this Agreement.

(f) CUSTOMER Contact. CUSTOMER shall designate a Representative who shall have the authority to represent and bind the CUSTOMER in all of its dealings with CONTERRA, and shall serve as a contact person in the event that CONTERRA needs to contact the CUSTOMER for any reason. Representative's contact information is as follows:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-mail: _____

(f) Replacement of CUSTOMER Representative. In the event that CUSTOMER replaces

Representative, CUSTOMER shall appoint a new Representative and provide CONTERRA written notice of such change and the new Representative's contact information within five (5) days.

(g) Site Specific Services. The Services are provided to the sites initially selected by CUSTOMER and reflected on Attachment A. CUSTOMER may not transfer the Services to another location without CONTERRA's prior written consent (even if CUSTOMER moves to a new place of business).

(h) Information Availability. CONTERRA shall have no obligation to make any specific information, data, service, programs, newsgroups or other material available through the Services and may block any such material in its sole discretion.

(i) Policies. CONTERRA's Privacy Policy, Acceptable Use Policy and other policies set forth on the CONTERRA Internet Site from time to time are incorporated herein by reference and are an integral part of this Service Agreement.

(j) Remedies Non-Exclusive. Wherever a remedy is expressly provided to CONTERRA hereunder, such remedy is intended to add rather than to restrict all of CONTERRA's remedies in law and equity.

(k) No Waiver. If CONTERRA fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by CUSTOMER. Any waiver must be in writing and signed by CONTERRA.

(l) Counterparts. This Agreement may be executed in separate original counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Agreement.

BY SIGNING BELOW, I AUTHORIZE DEPLOYMENT AND ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL OF THE PRECEEDING TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND THE POLICIES INCORPORATED HEREIN BY REFERENCE.

_____	**Conterra Ultra Broadband, LLC d.b.a.**
School District	**CONTERRA FIBER SOLUTIONS**
By: _____	By: _____
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

ATTACHMENT A

The deployment of the Services set forth herein are subject to but not limited to the procurement of leases, licenses, easements, right of ways, pole attachments, and other ancillary requirements. In the event, CONTERRA is not able, through no fault of its own, to procure the ancillary requirements in a commercially reasonable time and manner, CONTERRA reserves the right to modify the network as CONTERRA deems appropriate.

NETWORK DESIGN

Network Design subject to change upon final engineering.

Description of Services

The prices in this contract are based on the following assumptions:

- IT Director and/or Superintendent have authority to approve work plans and infrastructure locations.
- CUSTOMER provides assistance and support for zoning and building permits as required by the local municipalities.
- CUSTOMER provides site access as required by CONTERRA personnel and contractors and provides contact names, phone numbers, fax numbers and e-mail addresses.
- CUSTOMER provides connectivity between CONTERRA and CUSTOMER's equipment with a standard Layer 2 interface in the form of an electrical Ethernet RJ45. This point of demarcation (demarc) is to be located at CONTERRA's direction within eight (8) feet of Conterra infrastructure.
- CUSTOMER provides a free and clear path from the exterior of the building to interior infrastructure location(s) for all coaxial cable and other necessary cable/wire runs including, but not limited to, building penetrations, inside conduit and proper authorizations from the building owner.
- CUSTOMER provides unobstructed access to the grounds, interior and roof top(s) for infrastructure location and construction regardless of building ownership. Infrastructure may include, but not be limited to fiber mounting structures, cabinets and wall racks.
- Interior environmental conditions conducive to the proper operations of electronics infrastructure.
- CUSTOMER's existing back-up power supply, where available, accepts Conterra's infrastructure.
- All Change Orders will be billed at cost plus 20% and are borne by the CUSTOMER.

Additional Notes on E-Rate Eligible Services

- All infrastructure utilized in the provision of this service belongs to CONTERRA and if physically located at a particular site, is only used as integral component of the eligible Services listed above.
- All on-premise Infrastructure which is used by CONTERRA to provide Services listed above is provided by CONTERRA and not by another service provider.
- As clearly indicated in this Agreement, responsibility for maintaining the infrastructure rests solely with CONTERRA and not with another service provider.
- Ownership of CONTERRA's Infrastructure will not transfer to the CUSTOMER in the future, and as clearly indicated in this Agreement, CUSTOMER does not have an option to purchase the infrastructure.
- CONTERRA's on-premise Infrastructure will not be used by the CUSTOMER for any other purpose other than to receive the eligible Services listed above.
- CUSTOMER's Local Area Network, if any, is functional without dependence on CONTERRA's Infrastructure.
- As indicated in this Agreement, there is no contractual, technical, or other limitation that would prevent CONTERRA from using its network Infrastructure in part for other customers.