E-Rate Service Order
USAC SPIN# 143030836

This E-Rate Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company, having USAC SPIN# 143030836, d/b/a Astound Business Solutions ("Provider"), and the customer specified below ("Customer"). Except as modified by this Service Order, this Service Order is made pursuant to and will be governed by Provider's "Standard Terms and Conditions for Enterprise Services" which are posted on Provider's website at http://www.astound.com/business/enterprise-terms (the "T&Cs"). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
			Office: Mobile: Email:
CUSTOMER BILLING ADDRESS		**ALTERNATIVE CUSTOMER CONTACT**	**ALTERNATIVE CUSTOMER CONTACT INFO**
CUSTOMER ACCOUNT NUMBER		**SERVICE ORDER REFERENCE NUMBER**	**ACCOUNT SALES REP**
0 -		OP245045	Michael Puckett - 001171

SERVICE TERM	SEGMENT
___ months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						TOTALS	**$0.00**		**$0.00**

NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

Paragraph A: Participation in E-Rate Program; Customer's Contingent Right to Cancel. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC"). Accordingly, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

Paragraph B: E-Rate Billing Options. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

(i) SPI Method: Under the Service Provider Invoice method (the "SPI" method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.

(ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the "BEAR" method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Regardless of which E-Rate billing method Customer has elected, Provider agrees to cooperate with Customer as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

Paragraph C: Term and Renewal. For purposes of this Service Order, Article 2 of the T&Cs is deleted in its entirety

Article 2: Term and Renewal

The "Service Term" of this Service Order shall be as set forth in this Service Order. Upon the expiration of the Service Term, there shall be no auto-renewal of the Services described in this Service Order.

Paragraph D: Termination Charge.

6.3 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 of the T&Cs, or termination for Customer Default pursuant to Section 5.2 of the T&Cs, Customer shall pay a Termination Charge to Provider. The "Termination Charge" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; (iv) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1st) year of the Service Term; (v) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2nd) year of the Service Term; (vi) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3rd) year of the Service Term; and (vii) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4th) and later years of the

Service Term (if applicable). If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

Paragraph E: Confidential Information. Notwithstanding anything to the contrary contained in Article 7 of the T&Cs, the Parties acknowledge and agree that Customer is a governmental entity subject to certain public disclosure laws. Accordingly, Customer may be legally unable to comply with the confidentiality provisions set forth in Article 7 of the T&Cs. So long as Customer's lack of compliance with Article 7 of the T&Cs is due to Customer's good faith belief that its disclosure of any Confidential Information belonging to Provider is required by applicable state or federal law, no such disclosure shall constitute a breach or Default under this Agreement.

Paragraph F: Dispute Resolution and Governing Law.

Article 11: Dispute Resolution

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "Dispute") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State in which Customer receives the Services set forth in this Service Order. Venue for any judicial action arising in connection with this Service Order shall be in the state or federal court(s) having personal jurisdiction over Customer.

[Signatures on following page.]

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	Authorized Provider Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

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