



**Customer Information and Contract Specifications**

Customer Name: Town of Collierville

**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 Town of Collierville ("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     |
|---|--|------------|---------------|-----|----------|----------|-----------------|---------------|
| 1251 Peterson Lake RD,<br>Collierville, TN 38017-1172 | VersiPak Bundle (Power T-24)   | Renewal    | 36            | 1   | \$300.00 | \$0.00   | \$300.00        | \$0.00        |
|   | - Directory listings contract initiated post order entry                 |            |               |     |          |          |                 |               |
|   | - Includes 1.280 Mbps CIR, 3.072 Mbps PIR                                |            |               |     |          |          |                 |               |
|   | - Business Shared Web Hosting (100 Email boxes and 8 GB website storage) |            |               |     |          |          |                 |               |
|   | - Includes 5500 LD Minutes - Flexcall. (total)                           |            |               |     |          |          |                 |               |
|   | - Voice Type = IPri  |            |               |     |          |          |                 |               |
|   | Individual Telephone Numbers   |            |               | 190 | N/A      | N/A      | \$27.45         | \$0.00        |
|   | - First 100 ITNs: Priced as 100 @ \$0.00 mrc / \$0.00 nrc                |            |               |     |          |          |                 |               |
|   | - ITNs over 100: Priced as 90 @ \$0.30 mrc / \$0.35 nrc                  |            |               |     |          |          |                 |               |
|   | Local Loop   |            |               | 2   | \$129.00 | \$0.00   | \$258.00        | \$0.00        |
| Domestic LD   |  |            |               |     |          |          |                 |               |
| - Interstate 8xx                                      |  |            |               |     | \$0.0200 |          |                 |               |
| - Interstate 1+                                       |  |            |               |     | \$0.0200 |          |                 |               |
| - Intrastate 8xx                                      |  |            |               |     | \$0.0400 |          |                 |               |
| - Intrastate 1+                                       |  |            |               |     | \$0.0300 |          |                 |               |
| Business Continuity - Automatic Reroute               |  |            |               | 1   | \$10.00  | \$0.00   | \$10.00         | \$0.00        |
| - Type = Basic  |  |            |               |     |          |          |                 |               |
| - Configuration = Trunk Group Overflow                |  |            |               |     |          |          |                 |               |
| - # of Call Paths = 6                                 |  |            |               |     |          |          |                 |               |
| <b>Subtotal</b>                                       |  |            |               |     |          |          | <b>\$695.45</b> | <b>\$0.00</b> |
| 140 N Rowlett ST,<br>Collierville, TN 38017-2678      | VersiPak Bundle (Power T-24)   | Renewal    | 36            | 1   | \$300.00 | \$0.00   | \$300.00        | \$0.00        |
|   | - Directory listings contract inflated post order entry                  |            |               |     |          |          |                 |               |
|   | - Includes 1.280 Mbps CIR, 3.072 Mbps PIR                                |            |               |     |          |          |                 |               |
|   | - Business Shared Web Hosting (100 Email boxes and 8 GB website storage) |            |               |     |          |          |                 |               |



|  |   |  |  |  |  |  |                   |               |
|--|---|--|--|--|--|--|-------------------|---------------|
|  | <ul style="list-style-type: none"> <li>- Includes 5500 LD Minutes - Flexcall. (total)</li> <li>- Voice Type = iPri</li> <li>Domestic LD                             <ul style="list-style-type: none"> <li>- Interstate 8xx \$0.0200</li> <li>- Interstate 1+ \$0.0200</li> <li>- Intraslate 8xx \$0.0400</li> <li>- Intrastate 1+ \$0.0300</li> </ul> </li> <li>Individual Telephone Numbers 100 N/A N/A \$0.00 \$0.00                             <ul style="list-style-type: none"> <li>- First 100 ITNs: Priced as 100 @ \$0.00 mrc / \$0.00 nrc</li> </ul> </li> <li>Local Loop 2 \$129.00 \$0.00 \$258.00 \$0.00</li> <li>Business Continuity - Automatic Reroute 1 \$10.00 \$0.00 \$10.00 \$0.00                             <ul style="list-style-type: none"> <li>- Type = Basic</li> <li>- Configuration = Trunk Group Overflow</li> <li>- # of Call Paths = 6</li> </ul> </li> <li><b>Subtotal</b> \$668.00 \$0.00</li> </ul>  |  |  |  |  |  |                   |               |
| 500 Poplar View PKWY,<br>Collierville, TN 38017-3440 | <ul style="list-style-type: none"> <li>Voice T1 Flat ISDN Renewal 36 1 \$237.50 \$0.00 \$237.50 \$0.00</li> <li>- Includes 6500 LD Minutes - Flexcall (total).</li> <li>Individual Telephone Numbers 310 N/A N/A \$73.95 \$0.00                             <ul style="list-style-type: none"> <li>- First 100 ITNs: Priced as 100 @ \$0.00 mrc / \$0.00 nrc</li> <li>- ITNs over 100: Priced as 210 @ \$0.15 mrc / \$0.35 nrc</li> </ul> </li> <li>Local Loop 1 \$129.00 \$0.00 \$129.00 \$0.00</li> <li>Domestic LD                             <ul style="list-style-type: none"> <li>- Interstate 8xx \$0.0200</li> <li>- Interstate 1+ \$0.0200</li> <li>- Intraslate 8xx \$0.0400</li> <li>- Intrastate 1+ \$0.0300</li> </ul> </li> <li>Additional Directory Listing 34 \$5.00 \$0.00 \$170.00 \$0.00                             <ul style="list-style-type: none"> <li>- Listing = Additional Listing - Local</li> <li>- Listing Type = Business</li> </ul> </li> <li><b>Subtotal</b> \$610.45 \$0.00</li> </ul> |  |  |  |  |  |                   |               |
| <b>Totals</b>  |   |  |  |  |  |  | <b>\$1,773.90</b> | <b>\$0.00</b> |

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.

**Contract Provisions**

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

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.

Activation Support

If requested by Customer, TWTC may assist Customer with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support"). Customer must compensate TWTC for such Activation Support at TWTC's then prevailing Time and Materials rates posted at [www.twtelecom.com](http://www.twtelecom.com).

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](http://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.

Supplemental Voice Services

Each Telephone Number (including Toll Free Numbers, provided they are associated to existing Toll Free Service), Directory Listing, Blocking service, and other supplemental voice services ("Supplemental Voice Services") requested by Customer after execution of this Service Order will be charged at the applicable rate in TWTC's current tariff or posted price list. Reductions in the quantity of Telephone Numbers requested prior to the beginning of installation of voice Service will not be subject to termination liability charges.

Domestic and International Long Distance Services

When selecting TWTC as Customer's Long Distance Provider for IntraLATA and InterLATA toll usage, Customers will be permitted to make toll calls to other TWTC local voice customers without incurring any usage charges. Customer's LD selection is made on the Long Distance Letter of Authorization form.

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.

Three types of domestic package minutes are available: Flexcall minutes, LD BOBs and Prepaid LD BOBs. One type of International package minutes are available: LD iBoBs. Flexcall minutes may be included each month as part of select voice services. LD BoBs and LD iBoBs are available on a monthly basis with a separate monthly recurring charge during the Service Term of the underlying voice service. Prepaid LD BoBs are available on an annual basis with a separate one-time, annual non-recurring charge and expire after one year, regardless of whether the underlying voice service is subject to auto renewal.

The long distance minutes for Flexcall, and LD BoBs, and LD iBoBs are available until fully used or until the expiration of the applicable month, whichever comes first. The long distance minutes for Prepaid LD BoBs are available until fully used, until the expiration of the applicable year, or until the expiration of the Service Term of the underlying voice service, whichever comes first. Unused domestic and international package minutes do not carry forward to subsequent months or years.

Domestic package minutes are applicable to both 1+ and 8xx toll free long distance calls. iBOBs only include outbound 1+ calls that terminate to landlines.

International calling card usage, 1-800 calls, international calls that terminate to mobile phones, and/or domestic and international usage outside, or in excess, of package minutes will be charged at the rates specified in this Service Order or, if such rates are not specified in this Service Order, will be charged at the applicable TWTC current tariff rate or posted price lists, with a minimum initial per call charge of \$.01 (one cent).

Information regarding international toll blocking and international/offshore pricing for TWTC's international long distance Services is also available at this website: [www.twtelecom.com/tariffed-international-rates](http://www.twtelecom.com/tariffed-international-rates).

#### 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.

#### VersiPak Classic, VersiPak Bundles and Complete Dynamic

**Technical Customer premise equipment (CPE) Requirements:** CPE will be required to accept timing from the TWTC network, adhere to 0 db levels, and be responsible for preserving non-volatile memory in incidents of loss of power. Customer must also locate its Smart Jack and PBX systems within 100 feet of TWTC's Integrated Access Device.

#### VersiPak – DC Powered IAD

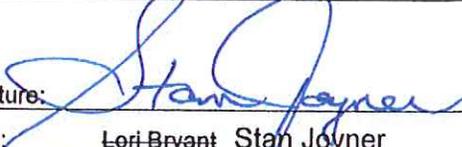
**Battery Backup (when DC powered):** TWTC will provide Customer with a separate battery back-up for TWTC's Integrated Access Device ("IAD"). TWTC owns and maintains the IAD as part of its Network, but the Customer will own

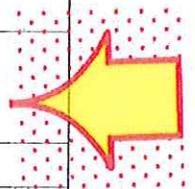
and is responsible for maintenance and repair of the separate battery backup. The battery backup is not part of TWTC's Network. TWTC's charge for the Service includes the battery backup. If there is a power failure, any failure of the battery back-up system will result in loss of service, including 911 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](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.

**Signature Block**

|  |   |
|--|---|
| tw telecom holdings inc.   | Customer: Town of Collierville  |
| Signature:  | Signature:  |
| Name: Joe Brooks   | Name: Lori Bryant Stan Joyner   |
| Title: General Manager   | Title: Consultant Mayor   |
| Date: 4/15/14  | Date: 4/14/2014   |
| Sales Person: Sarah Marineau   |   |



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

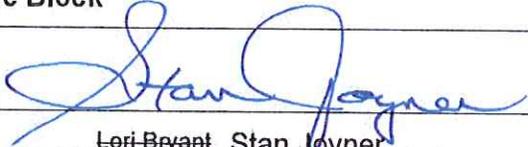


**Long Distance Letter of Authorization**

**Customer Name:** Town of Collierville

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. 445889 to tw telecom holdings, inc.

**Signature Block**

|            |   |
|------------|---|
| Signature: |  |
| Name:      | Lori Bryant Stan Joyner   |
| Title:     | Consultant Mayor  |
| Date:      | 4/14/14   |

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.

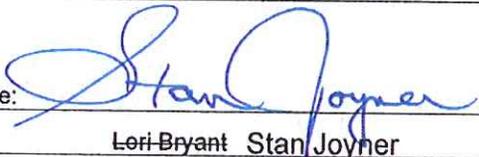
**YOU SHOULD OBTAIN A BACKUP MEANS OF CONTACTING E911 SERVICES AND INFORM YOUR USERS HOW TO DO SO.**

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**

|            |   |
|------------|---|
| Customer:  | Town of Collierville  |
| Signature: |  |
| Name:      | Leri Bryant Stan Joyner   |
| Title:     | Consultant Mayor  |
| Date:      | 4/14/14   |

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

## Standard Terms and Conditions

These Standard Terms and Conditions ("Agreement") are entered into by tw telecom holdings Inc., a Delaware corporation, on behalf of itself and its wholly owned and state certified operating subsidiaries, (collectively "TWTC") and Town of Collierville, a Tennessee Governmental Entity ("Customer") and are effective upon execution by both Parties. Customer and TWTC may be referred to individually as a "Party" or collectively as the "Parties". TWTC is responsible for the performance of its operating subsidiaries under this Agreement.

**1. Service Orders:** Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). Service Orders executed by the Parties together with this Agreement form the final written agreement between the Parties, and can only be amended or modified in a written document executed by both Parties. Services are subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, it will provide Services for the term set forth in the Service Order and renewal periods ("Service Term"). Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive Month to Month terms unless terminated by either Party upon written notice provided in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term.

**2. Term of Standard Terms and Conditions:** The term of these Standard Terms and Conditions will commence upon signature by both Parties and will continue to govern Service Orders entered into by the Parties unless and until the Agreement is terminated in accordance with Sections 12 or 13 herein, or is otherwise superseded by a subsequent written agreement between the Parties.

**3. Cancellation, Modification or Expedition of Orders:** "Cancellation", "Modification" and "Expedite Charges" referenced hereunder are posted to the TWTC Website ([www.twtelecom.com](http://www.twtelecom.com)) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) **Cancellation.** Customer may cancel a Service Order if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge. If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) **Modification.** Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge ("MRC") applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) **Expedite.** Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) **Third Party Charges.** In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for third party charges it incurs in order to complete Customer's request to cancel, modify, or expedite the Service Order.

## **4. TWTC Network, Access and Interconnection:**

(a) **Responsibilities.** TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer ("TWTC Network"). The TWTC Network will remain TWTC's personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect its technical integrity. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer's (or its end users') breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in a

writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. Customer must provide TWTC with access to its premises to install and maintain Services and TWTC's Network. Customer must provide, at its expense, the following (collectively "Premise Requirements"): (i) appropriate space, power and environmental conditioning; and (ii) reasonable access rights and/or rights of way from third parties, as may be required for the installation and maintenance of the TWTC Network at and into Customer's premises. Customer must pay a Modification Charge if Customer does not provide the Premise Requirements prior to the scheduled installation date. In addition to the Modification Charge, TWTC may charge Customer for the reasonable time and materials incurred and documented by TWTC that are incurred because of Customer's failure to timely provide the Premise Requirements plus any third party charges assessed against TWTC. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week.

(c) Demarcation Point, Inside Wiring and Activation Support. TWTC shall be responsible for provisioning Service up to the Demarcation Point and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the TWTC-designated physical interface between TWTC's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a TWTC owned or controlled premises, TWTC's designated distribution panel or network interface device located within such TWTC premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, TWTC may install, coordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring") and/or assist Customer with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support"). Customer agrees to pay Time and Materials rates posted at [www.twtelecom.com](http://www.twtelecom.com) for any Inside Wiring and Activation Support performed by TWTC personnel and agrees that TWTC may bill Customer for any third party charges it incurs to provide Inside Wiring.

(d) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

## 5. Installation and Maintenance:

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will not occur and the Service Term will not commence until the Service is operating properly. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

### (b) Maintenance:

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days' notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice to Customer as is practicable under the circumstances.

**6. Charges, Billing, Taxes and Payment:**

(a) Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.

(c) TWTC will invoice Customer for applicable Taxes (defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

"Tax" or "Taxes" mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill ("Due Date"). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

**7. Disputes:** If Customer disputes any charges, it must log the dispute by completing and submitting a dispute form via TWTC's dispute website located at: <https://billing.twtelecom.com/disputes/>, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

**8. Service Levels / Service Outage Credits:**

(a) Service Level Agreement ("SLA"). The SLAs provided by TWTC are set forth at <http://www.twtelecom.com/SLAs>. The SLAs identify the applicable performance metrics and Service Outage credit tables. If a specific SLA is not identified on the website for a particular Service, then credits for Service Outages exceeding thirty (30) minutes will be calculated on a

pro rata basis, i.e. credits will be calculated by multiplying the duration of the Service Outage by the applicable MRC, divided by the monthly period.

(b) Service Outage Definition. A "Service Outage" is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC's Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC's Network.

(c) Reporting and Tracking of Service Outages. If there is a Service Outage, Customer must contact TWTC's Customer Network Reliability Center ("CNRC") at 800-829-0420 and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC's CNRC, and ends when the Service is restored. Service Outages do not include outages and failures caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer's sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC's Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is: (i) not due to TWTC's Network; or (ii) on Customer's side of the Demarcation Point, Customer must compensate TWTC for the service call at TWTC's then prevailing Time and Materials rates posted at [www.twtelecom.com](http://www.twtelecom.com).

## 9. Governmental Regulation - Changes:

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

## 10. Indemnification: Intentionally deleted.

11. **Limitation of Liability:** Except for the Parties' respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). TWTC's liability to Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of

information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

## 12. Termination by TWTC:

(a) Termination With Notice. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i) necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) Post Termination. Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by TWTC in 30 days or less. Customer must pay for Services until such disconnection actually occurs.

**13. Termination by Customer:** Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

**14. Termination Liability:** If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii) and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than pursuant to Section 13 above, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.

**15. Assignment:** Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

**16. Entire Agreement:** This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

**17. Force Majeure:** Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force

Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

**18. Governing Law - Litigation:** The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of Tennessee excluding its principles of conflicts of law. If litigation is commenced to enforce this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

**19. Headings:** Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

**20. Notices:** Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 10475 Park Meadows Drive, Littleton CO 80124, Attn: Deputy General Counsel, *except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "[CustomerCare@twtelecom.com](mailto:CustomerCare@twtelecom.com)".* Notice by facsimile or email is deemed given when delivered.

**21. No Waiver:** Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

**22. Public Releases, Use of Name:** Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement nor the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

**23. Representations and Warranties:** Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

**24. Severability:** If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

**25. Survival:** The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

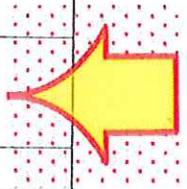
**26. Relationship of Parties; No Third Party Beneficiaries:** The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

**27. Confidentiality:** Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes this Agreement, Service Orders, Service Level Agreements, all pricing information and any other information that is marked confidential or bears a marking of like import, or that the Party disclosing such information states is confidential and then confirms such confidentiality in writing within ten (10) days ("Confidential Information"). Confidential Information may only be used in connection with performance under this

Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

**Signature Block**

|                              |                                |
|------------------------------|--------------------------------|
| tw telecom holdings inc.     | Customer: Town of Collierville |
| Signature:                   | Signature:                     |
| Name: Joe Brooks             | Name: Lori-Bryant Stan Joyner  |
| Title: General Manager       | Title: Consultant Mayor        |
| Date: 4/15/14                | Date: 4/14/14                  |
| Sales Person: Sarah Marineau |                                |



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