

**Fill in this information to identify the case:**

Debtor Progrexion ASG, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10726

Official Form 410  
**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** Airespring Inc  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor Progrexion ASG

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Airespring Inc Legal Department 600 Cleveland Street, Suite 226, Clearwater, Fl 33755, USA	AireSpring, File 1422 1801 W Olympic Boulevard Pasadena, CA 91199-1422, usa

Contact phone 1 888-389-2899 Contact phone 1 888-389-2899  
Contact email legaldepartment@airespring.com Contact email legaldepartment@airespring.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1419 \_\_\_\_

7. How much is the claim? \$ 34,594.93. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Telecommunications Services provided

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/29/2023  
MM / DD / YYYY

/s/Shena Stubbs  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Shena Stubbs  
First name Middle name Last name

Title In-House Counsel

Company AireSpring Inc  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2721 | International (310) 751-2604

<b>Debtor:</b> 23-10726 - Progrexion ASG, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Airespring Inc Legal Department 600 Cleveland Street, Suite 226,  Clearwater, FL 33755 USA <b>Phone:</b> 1 888-389-2899 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> legaldepartment@airespring.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> AireSpring, File 1422  1801 W Olympic Boulevard  Pasadena, CA, 91199-1422 usa <b>Phone:</b> 1 888-389-2899 <b>Phone 2:</b> 818.738.1986 <b>Fax:</b>  <b>E-mail:</b> legaldepartment@airespring.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b> Progrexion ASG	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Telecommunications Services provided	<b>Last 4 Digits:</b> Yes - 1419	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 34,594.93	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Shena Stubbs on 29-Jun-2023 12:20:04 p.m. Eastern Time  <b>Title:</b> In-House Counsel  <b>Company:</b> AireSpring Inc		





# LD SIP TRUNKING WITH PRIORITIZE IP ACCESS ORDER FORM & TERM PLAN (Rev. 06/27/13)

\*Carrier: Airespring

\*Quote ID#: 1118809570

Channel Mgr: [REDACTED]

\*Quote Expiration: 10/16/2013

Dedicated Sales Support: 888-389-2899 x270  
Email to [T1orders@airespring.com](mailto:T1orders@airespring.com) or Fax to 888-899-2928

\*Agent: [REDACTED]

OMR#:

\*Agent ID: [REDACTED]

**IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (\*) MUST BE COMPLETED****PHYSICAL LOCATION**

*Company Name: PROGREXION ASG, INC.			Existing Customer Number:		Location # ___ of ___		<input type="checkbox"/> Separate bill for this location	
*Physical Address: 572 S DELONG ST			*Suite:	*Bldg/FI/Rm:	*Billing Address: (if different) 330 North Cutler Drive			
*City: SALT LAKE CITY			*State: UT	*Zip: 84104-3901	*City: North Salt Lake	*State: UT	*Zip: 84504	

**CONTACT INFORMATION**

	*Name	*Title	*Phone	E-mail
*Customer Contact:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
*Technical/Vendor Contact:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
*On-Site Contact	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Other Technical Contact				
Billing Contact				

**THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED**

1.) \*Initials on all Pages at the Bottom Left

2.) \*Signature on Page 5 of Order Form

**CIRCUIT & LOOP INFORMATION**

1.5 MB = 1 DS-1, 3.0 MB = 2 DS-1s, 4.5 MB = 3 DS-1s, 6.0 MB = 4 DS-1s, EOC 2 MB, EOC 3 MB, EOC 5 MB, EOC 8 MB, EOC/EODS1 10 MB, EOC 15 MB, EOC 20 MB, EOC 25 MB, EOC 30 MB, EOC 35 MB, EOC 40 MB, EOC 45 MB, FAST-E 10 MB, FAST-E 20 MB, FAST-E 30 MB, FAST-E 40 MB, FAST-E 50 MB or FAST-E 100 MB

*Loop Speed: DS-1 EOC/EODS1	DS-3 FAST-E	*Bandwidth: [REDACTED]	*Loop MRC: \$1,130.78	*Loop NRC: \$100.00	*# of Voice Paths: [REDACTED]	*Site NPA/NXX: [REDACTED]
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**RATES / DID / VOICE PATH / DEMARC EXTENSION**

DEDICATED CALLING RATES (Per Minute)	Outbound	Inbound	DID & ADD'L DID VOICE PATH CHARGES (48 STATES ONLY)					
*INTERSTATE (48 States)	NA	TBD	# DIDs - New Only:	\$5 MRC Per DID Incl. 1 Voice Path & 2,000 mins	\$15 NRC Per DID	# Add'l DID Voice Paths:	\$5 MRC Per Path Incl. 2,000 mins	\$15 NRC Per Path
*INTRASTATE (Rates for: UT)	NA	TBD						
Calls to 8xx on the Airespring Network Only	\$0.005	N/A						
(If applicable) NPA-NXX-X RATE PLAN #RP3 (Outbound ONLY)			<b>DEMARC EXTENSION &amp; BILLING INCREMENT CHARGES</b> <b>PER DS-1 (1.5 MB) CIRCUIT</b> \$276.00 NRC -- Includes up to 2 hrs labor & 125 ft of Cat5e cable. Add'l labor: \$125.00 per hr. Add'l Cat5e cable: \$.20 per ft <b>PER EOC CKT</b> \$350.00 <b>PER DS-3 &amp; ABOVE ICB</b>					
(If applicable) LATA-OCN RATE PLAN #TBD (Inbound ONLY)								
Local and Long Distance Directory Assistance -- \$1.99 per call			<b>Billing increments -- Domestic Long Distance: 6 sec (initial) / 6 sec (additional); International calls: 30 sec (initial) / 6 sec (additional); Mexico calls: 60 sec (initial) / 60 sec (additional); All calls: 6 digits rounding.</b>					
<b>INTRASTATE / INTRALATA RATE JURISDICTION WILL BE BASED ON THE ORIGINATING ANI &amp; TERMINATING ANI.</b> *INT'L (011 Calls Only): <input checked="" type="checkbox"/> Block (see Terms) <input type="checkbox"/> Open -- *INT'L RATE PLAN #			<b>OFFSHORE:</b> Rates are provided at <a href="http://www.airespring.com/terms/offshorerates">www.airespring.com/terms/offshorerates</a>					

TOLL FREE NUMBER CHARGES	MRC	NRC	AIRESPRING FRESH PRESENCE DID PACKAGE		
If Airespring is the RespOrg	\$0.43 per number	\$1.00 per number	Number of AireSpring Fresh Presence DID Packages (48 States Only):		
If Progexion is the RespOrg	\$0.15 per number	\$1.00 per number	Includes 5 Paths with 10,000 Inbound minutes per mo.	\$250 MRC / pkg	\$250 NRC / pkg
			Add'l Paths with 2,000 add'l Inbound min. per mo.	\$5 MRC / path	\$15 NRC / path
			THE FOLLOWING USAGE PRICING ONLY APPLIES WHEN A DID IS TERMINATED TO AN ANI (POTS LINE/OTHER DID) ALL HIGH COST TERMINATION ANI'S PROHIBITED (Tier 6)	INTERSTATE RATE -- \$0.02 Per Min. INTRASTATE RATE -- \$0.04 Per Min.	

**OTHER INFORMATION**

<input type="checkbox"/> (OPTIONAL) REFRESH PACKAGE ON AIRESPRING FRESH PRESENCE -- NEW SET OF DID'S ARE PROVIDED UP TO 4 TIMERS PER YEAR, UPON CUSTOMER REQUEST AT NO ADD'L CHARGE	FRESH PRESENCE CHANGE ORDER FEE -- \$75.00 per CHANGE ORDER	ONLY NEW VERIZON DID'S MAY BE ORDERED NO LNP OF EXISTING NUMBERS ALLOWED
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**REQUESTED DROP DEAD DATE**

NOTE: Airespring cannot ever guarantee any installation timeframes.  
Actual installation timeframes are dependent on the installation intervals of the underlying carrier and the loop provider.

(Paid Expedite Request Required, if less than 60 days [90 days for FE] from submission)

\*Are you moving or is there a date by which time service MUST be in place:  No  Yes -- \*Date / /

\*Customer Initial: [REDACTED]



ACCESS INFORMATION		
*Is Carrier Providing Loop?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*Is Customer Providing Loop?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
*Is this a Collocation Facility or Meet Me Room Order?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*Is there Secondary Carrier Facility Assignment?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
TYPE AND STATUS OF CURRENT EQUIPMENT AND SERVICE		
*Do you currently have existing Bandwidth available for SIP?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If Yes, what is your current bandwidth available for SIP?	Airespring	
What type of Internet Access do you currently have (Cable, DSL, T1, Dial-Up)		
Do you have existing SIP equipment?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
If Yes, who is the Manufacturer and what is the model number?		
*Is your equipment a predictive dialer?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*Will this order replace your current capacity, or will it augment your current capacity?	<input type="checkbox"/> REPLACE	<input checked="" type="checkbox"/> AUGMENT
*If augmenting your current capacity, who is the current Carrier?		
Do you need Account Codes (Project Account Codes)?		
LOCATION OF LEC LOOP		
*Will you require the Demarcation to be extended from the Minimum Point of Entry (this is where the Local Phone Company drops off service to your building)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO <input checked="" type="checkbox"/> NOT SURE
*If yes, please describe in detail -- including the floor, suite and description of where you need the Demarcation placed:		
SIP TRUNKING INFORMATION		
*Is this Outbound LD only?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If Yes, will this be G711 or G729?	<input checked="" type="checkbox"/> G.711	<input type="checkbox"/> G.729
Note: If using G729, one DS-1 circuit (1.5 Mbps) will support a maximum of 50 Voice Paths/Calls.		
What IP Address will this originate from?		
*Will this be Toll Free SIP Service?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
If Yes, what IP Address do you want the Toll Free Number pointed to?		
*Will this be for DID SIP Service?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If Yes, what IP Address or phone number do you want incoming traffic terminated to?		

GUIDELINES FOR MAXIMUM CALLS PER SECOND (CPS) PER CUSTOMER					
The table below represents current guidelines for assigning Maximum CPS per Customer. Actual CPS will vary based on an individual customer basis as well as overall network traffic conditions at any given time, and may be less than defined in the table below but in no case will CPS exceed the Maximum CPS below.					
Call Paths	Calls Per Second	Call Paths	Calls Per Second	Call Paths	Calls Per Second
100	10	672	24	2500	88
200	12	1000	35	3000	105
300	14	1400	50	3500	123
400	16	1500	53	4000	140
500	18	2000	70	4500	158
INBOUND TOLL FREE SERVICES					
Are there existing Toll Free Numbers? (If Yes, a Toll Free Resp Org Form is Required)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will there be new Toll Free? (If Yes, Toll Free Tech Form is Required)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
If Yes, how many TF numbers?	1-10 <input type="checkbox"/>	11-20 <input type="checkbox"/>	21-30 <input type="checkbox"/>	31-50 <input type="checkbox"/>	51-100 <input type="checkbox"/> 101+ <input type="checkbox"/>

\*Customer Initial:



## Customer is Aware of and Agrees That:

### Jurisdictional Rating of Outbound Calls

For jurisdictional determination of terminating calls, if the originating information (e.g., calling party number) is available ("Origination Information"), Airespring will use that data and the Termination Information within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customers rate schedule.

If the Origination Information is a **Toll Free Number, not available, not a valid ANI, or unable to be determined**, Airespring will consider the call of "**Indeterminate Jurisdiction**" and the customer's current physical address on file in Airespring's billing system, as provided to Airespring on a standard Airespring Services Order Form, shall be utilized for determining the Origination Information for jurisdictional purposes.

Origination information must be populated in the "From" SIP Header message field (for SIP Customers) or the Originating ANI field (for TDM customers) in a 10 or 11 digit format with a valid NPA NXX. Origination information populated in any other field such as the "p-charge info" or the PAI (p-asserted identity) fields will be ignored for rating purposes.

### Jurisdictional Rating of Inbound/Toll Free Calls

For jurisdictional determination of originating (Toll Free) calls, if the originating information (e.g., calling party number) is available ("Origination Information"), Airespring will use that data and the Termination Information (if available) within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customers rate schedule. If the Origination Information is not available, **not a valid ANI, a Toll Free Number, or unable to be determined**, Airespring will consider the call of "**Indeterminate Jurisdiction**" and will assign intrastate rates based on the location of the terminating ANI.

In the event terminating information is not available in the call stream, or traffic is terminated via IP, then the **customer's current physical address** on file in Airespring's billing system, as provided to Airespring on a standard Airespring Services Order Form, shall be utilized for determining the Termination Information for jurisdictional purposes.

### Originating ANI Blocking

TDM-ISDN - Customers that choose to block or restrict the Originating ANI field (TDM-ISDN) by enabling the "Privacy" Feature on ISDN must inform Airespring so that Airespring can correctly program the Airespring provided gateway equipment before it is shipped to Customer to enable this feature. **Customers that fail to inform Airespring prior to programming and shipment of their gateway equipment may not be able to complete calls, and may experience reduced call completion ratios and/or significant call failure.**

**Contacting Airespring to correctly program gateway equipment prior to shipment in no way modifies Airespring's Jurisdictional Rating methodology as described above. The information will not be utilized for rating purposes. All calls provided without a Valid Originating ANI will be billed as indeterminate calls. Correct programming of the gateway equipment only assists in ensuring that calls are completed by the terminating carriers, and in no way modifies the manner in which Customer shall be billed.**

### Faxing

Faxing is not supported on Airespring's Long Distance Network. Customer should utilize alternative network options for completion of inbound and outbound fax calls.

### Alarm, Modem, Credit Card Processing, Elevator lines

Alarm Lines, Modem Lines, Credit Card Processing and Elevator Lines are not supported on Airespring's Long Distance Network

### CPE / End User Troubleshooting

Airespring is not responsible for trouble shooting customer voice issues beyond Airespring supplied voice CPE. Voice issues on customer Voice Lan are solely Customer's responsibility. If an End User's phone device is not located at same physical location as the Airespring supplied voice CPE (e.g. is accessed via the Public Internet, MPLS connection, etc.), Airespring will not be responsible for the phone device's quality of service.

For Fast Ethernet services, Customer is responsible for ensuring there are adequate facilities at the premises' primary minimum point of entry ("MPOE") to receive Airespring's service, including power and backboard / rack. The Customer will also be responsible for providing any wiring extension beyond the primary MPOE. Airespring will pass through any costs Airespring incurs that are associated with extending wiring beyond the premises' primary MPOE. In the event the Customer chooses not to make the necessary upgrades, the Customer shall nevertheless be responsible for all associated cancellation charges.

### Ethernet Information and Install Intervals

If the Customer orders Ethernet or Ethernet over Copper bandwidth as part of the Customer's service from Airespring, Airespring will provide a single physical Ethernet interface/handoff to the Customer. If the Customer orders T-1 or bonded T-1 bandwidths as part of the Customer's service from Airespring, Airespring will provide two physical Ethernet interfaces.

Ethernet over Copper services (EOC) are subject to distance limitations as well as availability of copper facilities. Airespring's pricing is based on estimates of distance to the local CO and availability, but the actual availability, pricing and capacity can only be determined by a field technician in the course of turn-up. These factors may result in unavailability of EOC service or necessity to downgrade from the requested speed.

The standard installation interval for Ethernet over Fiber services is 120 calendar days from the date the order is submitted by Airespring to the underlying carrier. Orders are subject to facility availability, which cannot be verified until a site survey has been completed. Ability to deliver fiber to Customer's facility may require construction that could result in extended timelines, additional upfront/one time build-out costs and/or increases to the Monthly Recurring Charge (MRC). Further, Customer is responsible to provide at its own cost the minimum requirements for the carrier's equipment at the meet-point facility, including power and backboard.



**TERM AND USAGE AGREEMENT**

The term of this Agreement will be for a period of 1-Year ("Initial Term") from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service or ii) seven (7) days after loop drop, regardless of whether all services have been turned up and regardless of Customer readiness. "Loop Drop" is the date the Customer's loop is active, as notified by the underlying provider. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to AireSpring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including loop charges, beginning on the Start of Service Date. Upon completion of the Initial Term, this Agreement shall automatically renew on a month-to-month basis until either Customer or AireSpring gives the other a 30-day termination notice. Customer has ordered a total bandwidth of \*F-E 100. The Blended Intrastate Rate Plan Number references a specific Rate Plan detailing the specific intrastate rates for each state. Customer understands that services provided are Long Distance services only, and no local DID's, operator services, 911, 411 or local directory listings are available for this service. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any NRCs not previously paid. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EoC/EoDS1 circuit and \$3000 per DS-3 circuit or higher circuit. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, AireSpring may provide Customer with Customer Premises Equipment (CPE). If service is terminated for any reason, Customer must return all Airespring provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. In the event Customer terminates this Agreement prior to the end of the initial term or any renewal thereafter, or has service discontinued for failure to pay, Customer will be liable for all monthly circuit charges for the number of months remaining in the Agreement. Customer will have no monthly minimum usage and/or volume commitment. This Agreement will not include any commitments on SIP trunks, port charges, or port minimums. AireSpring will provide Customer with prior notification of any and all rate changes as follows: a minimum of 3 days for domestic changes and 1 day for international changes. For Customers utilizing Blended Rate Plans, AireSpring will monitor Customer monthly call distribution and identify excessive traffic originating from or terminating to a High Cost Area ("HCA"), defined as high-cost LATAs/OCN's and certain non-Regional Bell Operating Company served telephone numbers. AireSpring shall apply a surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's HCA and Non-RBOC outbound terminations and inbound originations exceed usual and customary call patterns for business users ("The HCA Surcharge"). The HCA Surcharge will apply only to inbound calls and will not exceed 8% of the total bill amount (excluding the HCA Surcharge) containing the related inbound calls. For jurisdictional determination of terminating calls, if the originating information (e.g., calling party number) is available ("Origination Information"), AireSpring will use that data and the Termination Information within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customers rate schedule. If the Origination Information is not available, not a valid ANI, a Toll Free Number, or unable to be determined, AireSpring will consider the call of "Indeterminate Jurisdiction" and the customer's current physical address on file in AireSpring's billing system, as provided to AireSpring on a standard Airespring Services Order Form, shall be utilized for determining the Origination Information for jurisdictional purposes. For jurisdictional determination of originating (Toll Free) calls, if the originating information (e.g. calling party number) is available ("Origination Information"), AireSpring will use that data and the Termination Information (if available) within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customers rate schedule. If the Origination Information is not available, not a valid ANI, a Toll Free Number, or unable to be determined, AireSpring will consider the call of "Indeterminate Jurisdiction" and will assign Intrastate rates based on the location of the terminating ANI. In the event terminating information is not available in the call stream, then the customer's current physical address on file in AireSpring's billing system, as provided to AireSpring on a standard Airespring Services Order Form, shall be utilized for determining the Termination Information for jurisdictional purposes. Customer represents and warrants that each call originated to AireSpring as Native IP traffic, meets the criteria defined as (i) traffic that originates as IP from the originating caller, and (ii) is then transported as IP from Customer to AireSpring. Customer is prohibited from intermingling traffic or for utilizing this service for anything other than SIP originated or terminated service in accordance with all applicable federal and state regulations. Customer expressly agrees, represents and warrants that all traffic delivered by Customer to AireSpring hereunder is SIP-originated in accordance with all applicable federal and state law and regulation and, without limiting the foregoing, it will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses applicable switched access or other charges. If customer chooses a NPA- NXX- X Interstate and Intrastate Rate Plan, the Rate Plan Number listed above references a specific Rate Plan detailing the specific Interstate and Intrastate rates for each NPA-NXX-X. The Blended Intrastate Rate Plan above refers to a set of State specific rates defining costs for calls determined to be Intrastate in those states. The International Rate Plan Number above refers to a set of country specific rates defining costs to each International dialed location. Customer requests to block International calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. Customers whose total Toll Free Short Duration Calls (defined as all Toll Free calls with duration of 6 seconds or less) is more than 10% (ten percent) of total calls during a monthly billing period shall be assessed a Short Duration Surcharge of \$0.01 per call for all Short Duration calls. All calls will be billed based on the available Local Routing Number (LRN) information associated with the Originating and Terminating ANI's (as applicable). The LRN reflects the originating or terminating Local Exchange Carrier (LEC) and may be different than the LEC normally associated with the dialed number digits. For Example, if a call originates from an ANI that has been ported from AT&T to XO, the LRN will reflect XO as the LEC for that specific ANI. All services provided to Customer by AireSpring are governed by the terms and conditions of this Agreement and the terms and conditions in Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference. In the event of any inconsistency between the terms and conditions in Exhibit A and Exhibit B and this Agreement, the terms and conditions of this Agreement will apply and control. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and AireSpring as well as AireSpring's agents, employees, and/or sales persons. This Agreement is voidable by AireSpring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date.

Company Name: PROGREXION ASG, INC.

[Redacted signature area]

\*Authorized Signature

\*Print Name

\*Title

\*Date:





**ORDER FORM AND TERM PLAN**  
**EXISTING SERVICES RENEWAL**  
 Rev 02/13/2018

Carrier: AIRESPRING

Channel Mgr: [REDACTED]

Promo:

Sales Support: 844-832-8514  
 Email to [orders@airespring.com](mailto:orders@airespring.com) or Fax to 888-899-2928

Agent:

Agent ID: [REDACTED]

**Connectivity (Select One)**

- |   |   |  |                                   |
|---|---|--|-----------------------------------|
| <input type="checkbox"/> Customer Provided Connectivity | <input type="checkbox"/> Dedicated LD                     | <input type="checkbox"/> Ethernet Private Network                      | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Local T1-PRI                   | <input type="checkbox"/> Managed Connectivity w/ Internet | <input checked="" type="checkbox"/> Managed Connectivity – No Internet | <input type="checkbox"/> MPLS     |
| <input type="checkbox"/> SD-WAN                         | <input type="checkbox"/> Wireless                         | <input type="checkbox"/> Prioritized IP                                |                                   |

**Voice / Cloud Service (Select One)**

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Analog                     | <input type="checkbox"/> Cloud Business Phone System | <input type="checkbox"/> Dedicated LD-TDM         | <input type="checkbox"/> Digital PRI/T1 |
| <input checked="" type="checkbox"/> LD SIP Trunking | <input type="checkbox"/> Local SIP Trunking          | <input type="checkbox"/> No Voice / Cloud Service |   |

**PHYSICAL LOCATION**

Company Name: Progrexion ASG, INC	Location Name: Zayo Circuit Utah	Customer Account Number: 1349663
Physical Address: 572 S DELONG ST	Suite:	Bldg/FI./Rm:
City: UT	State: UT	Zip: 84104-3901

**RENEWAL TERM**

Renewal Term (years): 1 year

**TERMS AND CONDITIONS**

By signing below, the Company ("Customer") agrees to extend its current contract term with Airespring, Inc. ("Airespring") by the Renewal Term length, for the Airespring connectivity and voice / cloud service listed at the physical location and under the Customer Account Number set forth above. All other terms and conditions of Customer's contract with Airespring shall remain the same.

Company Name: Progrexion ASG, INC

[REDACTED SIGNATURE]

3-3-20  
 Date

Authorized Signature

Print Name

**LEGALLY SUFFICIENT**

By: P.L.  
 Date: 2-26-2020

**Purchase Order**



**Progrexion ASG Inc.**

257 E 200 S Ste 900  
 Salt Lake City, UT  
 United States 84111  
**Phone:** 801-703-7000  
**E-mail:**  
 helpdesk@progrexion.com

**Purchase Order**

**ORDER No. :** 18525  
**PO Name:** New  
 Circuit  
**Created Date:** May 19,  
 2017  
**Required By:**

**Vendor Details**

AireSpring  
 6060 Sepulveda Blvd, 2nd Flr.  
 Van Nuys, CA  
 USA 91411  
**Contact:** [REDACTED]  
**Phone:** 8 [REDACTED]  
**Fax:** -  
**E-mail:**  
 [REDACTED]

**Shipping address**

257 E 200 S Suite 900  
 Salt Lake City, UT  
 USA 84111

**Billing address**

257 E 200 S Suite 900  
 Salt Lake City, UT  
 USA 84111

S.No.	Items	Part No.	Price (\$)	Tax Rate (%)	Quantity	Amount (\$)
1	Circuit		700.00	0.00	12	8400.00

<b>Sub Total (\$)</b>	<b>8400.00</b>
- Discount (\$)	0.00
<b>Total (Net) (\$)</b>	<b>8400.00</b>
+ Shipping Cost (\$)	0.00
+ Sales Tax (\$)	575.40
+ Additional Tax (\$)	0.00
Price Adjustment (\$)	0.00
<b>TOTAL (\$)</b>	<b>8975.40</b>

**General Information**

<b>Created Date</b> :	May 19, 2017	<b>Requested by</b> :	[REDACTED]
<b>Owner</b> :	[REDACTED]	<b>Cost Center</b> :	IT
<b>Project</b> :	IT Stock or Replacement	<b>GL Code</b> :	Network
<b>Expense Type</b> :	Operating	<b>Budgeted</b> :	
<b>Install Date</b> :	N/A	<b>Paid</b> :	No
		<b>Service End Date</b> :	N/A

**Remarks:**

circuit on airespring New

requested by



**Terms:**

**Signing Authority**

**PO Status** : Pending Approval

**Approved By** :





# ORDER FORM AND TERM PLAN MANAGED CONNECTIVITY WITH LD SIP TRUNKING

\*Carrier: AIRESPRING

\*Quote ID#: ICB

Rev 11/04/16

Channel Mgr: Cliff Timsit

\*Quote Expiration: NA

Sales Support: 844-832-8514

\*Agent: Eric Savitsky

\*Proposal ID#: NA

Email to [orders@airespring.com](mailto:orders@airespring.com) or Fax to 888-899-2928

\*Agent ID: CRS0002

OMR#: 1006221

**IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (\*) MUST BE COMPLETED**

## PHYSICAL LOCATION

*Company Name: Progrexion ASG, INC BACK UP NY POP		*Location Name: SALT LAKE CITY		Existing Customer Number: 1341419		<input type="checkbox"/> Separate bill for this location	
*Physical Address: 572 S DELONG ST		*Suite:	*Bldg/FI./Rm:	*Billing Address: (if different)			
*City: SALT LAKE CITY		*State: UT	*Zip: 84104-3901	*City:		*State:	*Zip:
*MPOE (Location in building where telephone company installs circuit. Eg. basement, telco closet):							

## CONTACT INFORMATION

	*Name	Title	*Phone	Mobile Phone	E-mail
*Customer Contact					
*Technical/Vendor Contact					
*On-Site Contact					

## THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED

- |   |  |
|---|--|
| 1.) *Initials on all Pages at the Bottom Left                       | 2.) *Signature on Page 7 of the order form                                 |
| 3.) *New Customers - Complete and Sign Credit Application on Page 9 | 4.) If Porting Numbers, Current Phone Bill Copies are strongly recommended |

## MANAGED CONNECTIVITY CIRCUIT INFORMATION AND PRICING

*Capacity:	*Site NPA/NXX:	*Term:
FE 100	801974	1 year
*Loop MRC	*Port MRC	Internet (Optional) – Fill in Yes or No
\$130.00	\$570.00	NO
*Loop NRC	*Port NRC	Managed Router/Gateway*
NA	NA	Included

\*Managed Router/Gateway Shipping & Handling (Ground Shipping): \$24.73  
Expedited Shipping Additional

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

Broadband connectivity speeds are listed as BB in the Capacity Field.

## DEMARC EXTENSION CHARGES

\$300.00 per T1 -- includes up to 2 hours of labor and 125 feet of Cat5e cable.  
Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.20 per foot.  
Fiber and EOC demarc extensions – ICB pricing

## INSTALL TIMEFRAMES AND EXPEDITES

Customer understands and accepts the following estimated installation timeframes:  
90 days for services which utilize a Fast-E circuit, 120 days for services which utilize Gig-E circuit, 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

PO# 18525

LEGAL  
APPROVED  
BY: URT  
DATE: 5/19/2017

\*Customer Initial: Ch



**CLOUD COMMUNICATION SERVICES: LD SIP TRUNKING**  
Rev 11/04/16

**AIRESRING LD SIP TRUNKING VOICE SERVICES**

Zone	Service	Quantity	MRC	NRC
	LD SIP Trunks	2000	0	0
	Automatic Call Recording (Per DID or IP Address incl. 2000 min. Overage \$0.0025 per min.)			

**LONG DISTANCE RATES**

Interstate (48 States)		Intrastate and Intralata Local Toll (Rates for )		NPA-NXX-X Rate Plan	LATA-OCN Rate Plan	Calls to 8xx Numbers
Outbound	Inbound (Toll-Free)	Outbound	Inbound (Toll-Free)	Outbound Plan #	Inbound Plan #	Outbound Only
NA	NA	NA	NA	RP3	NA	\$0.005 per minute

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <http://www.airespring.com/service-terms/64-surcharges.html>

**INTERNATIONAL AND OFFSHORE RATES**

INTERNATIONAL (011 Calls Only) <i>(Customer is responsible for any International calling, whether fraud or not)</i>	*INT'L RATE PLAN # Rates are provided at <a href="#">International Rates</a>	<input type="checkbox"/> Block International (See Terms of Service for limitation of liability)	OFFSHORE: Rates are provided at <a href="#">Offshore Rates</a>
--	--	--	---

**TOLL FREE NUMBERS**

Toll Free Numbers (1-50 Numbers)	MRC per Number	NRC per Number	Quantity: <b>Exsiting</b>	MRC: <b>Exsiting</b>	NRC:
	\$1.00	\$5.00			
Toll Free Numbers (above 50)	MRC per Number	NRC per Number	Quantity: <b>Exsiting</b>	MRC: <b>Exsiting</b>	NRC:
	\$0.50	\$1.00			
Are you transferring existing Toll Free Numbers? <i>(If Yes, Toll Free Service RespOrg Form will be required.)</i>	<input type="checkbox"/> YES		Quantity:	<input type="checkbox"/> NO	

**LONG DISTANCE DID NUMBERS**

LD DID Numbers (New Only) (Includes 1 Voice Path & 2,000 Minutes)	MRC per Number	NRC per Number	Quantity: <b>Exsiting</b>	MRC: <b>Exsiting</b>	NRC:
	\$5.00	\$15.00			
Additional LD DID Voice Paths (Includes 2,000 Minutes)	MRC per Number	NRC per Number	Quantity: <b>Exsiting</b>	MRC: <b>Exsiting</b>	NRC:
	\$5.00	\$15.00			
# of Rate Centers:	Quantity:		All orders over 200 DID's or more than 3 Rate Centers per Customer are Special Projects and will be priced on an ICB basis if approved.		

**AIRESRING FRESH PRESENCE PACKAGE**

Number of AireSpring Fresh Presence DID Packages (48 States Only):		
Includes 5 Paths with 10,000 Inbound minutes per mo.	\$250 MRC / package	\$250 NRC / package
Add'l Paths with 2,000 add'l Inbound min. per mo.	\$5 MRC / path	\$15 NRC / path
The following usage pricing only applies when a DID is terminated to an ANI (POTS line or to another DID). All high cost termination ANI's prohibited (tier 6)	INTERSTATE RATE – \$0.02 Per Min. INTRASTATE RATE – \$0.04 Per Min.	
<input type="checkbox"/> (Optional) Refresh Package on Airespring Fresh Presence – New set of DID's are provided up to 4 times per year, upon customer request at no additional charge	Fresh Presence Change Order Fee \$75.00 per Change Order	Only new Verizon DID's may be ordered. No LNP of existing numbers allowed
<input type="checkbox"/> (Optional) Fresh Presence Enhanced (Randomly assigns DID for each outbound call)	\$50 NRC per package	

**OPTIONAL FEATURES**

<input type="checkbox"/> (Optional) Wireless Number Blocking	\$50 NRC per Trunk Group
<input type="checkbox"/> (Optional) Teleblock®	See Teleblock® Form
<input type="checkbox"/> (Optional) Self-management toll-free portal	\$50 NRC per Account

\*Customer Initial: Ch

**ADDITIONAL SERVICES**

Description	Term	Quantity	MRC	NRC

Overage for Wireless Managed Failover: \$15 per GB

For more information on firewall throughput and user guidelines, [click here](#).

**AIRETXT SMS SERVICES**

Text to/from Landline or Toll Free	Quantity	MRC	NRC	Inbound Outbound	Overage Rate per SMS
Initial Line + Message Bundle	Select from Dropdown	\$10.00	\$10.00	1000 Messages included	\$0.025
Additional Lines		\$1.00	\$1.00	N/A	N/A
Additional Message Bundles (Messages are shared across all lines ordered)		\$5.00	\$5.00	500 Messages included	\$0.025

\*Customer Initial: Ch

## GUIDELINES FOR MAXIMUM CALLS PER SECOND (CPS) PER CUSTOMER

The table below represents current guidelines for assigning Maximum CPS per Customer. Actual CPS will vary based on an individual customer basis as well as overall network traffic conditions at any given time, and may be less than defined in the table below but in no case will CPS exceed the Maximum CPS below.

Call Paths	Calls Per Second	Call Paths	Calls Per Second	Call Paths	Calls Per Second
100	10	672	24	2500	88
200	12	1000	35	3000	105
300	14	1400	50	3500	123
400	16	1500	53	4000	140
500	18	2000	70	4500	158

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <http://www.airespring.com/service-terms/64-surcharges.html>

### IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

Public IPs	Usable IPs	AireSpring	AT&T	AT&T DSL	CenturyLink	Comcast	Comcast Cable	Cox	Earthlink	GCAP/Megapath	GCAP/Megapath DSL	Sprint	TPAC	TWC	Verizon DIA	Verizon FTTI	Windstream	XO
4	1	Free	Free	Free	Free	Free	\$5	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
8	5	Free	Free	Free	Free	Free	\$15	Free	Free	Free	\$5	Free	Free	\$35	Free	\$14	\$20	Free
16	13	\$10	Free	\$35	Free	Free	\$35	\$25	Free	\$10	\$10	Free	\$10	\$50	Free	\$35	\$32	Free
32	29	\$15	Free	ICB	Free	Free	ICB	\$50	\$100 NRC	\$15	\$15	Free	\$15	\$80	Free	\$56	\$56	Free
64	61	\$20	Free	ICB	Free	Free	ICB	\$75	\$185 NRC	\$20	\$20	Free	\$25	\$100	Free	\$84	\$96	Free
128	125	\$25	Free	ICB	Free	Free	ICB	ICB	\$350 NRC	\$25	\$25	Free	\$50	\$150	Free	\$133	\$160	Free
256	253	\$50	Free	ICB	Free	Free	ICB	ICB	\$675 NRC	\$50	\$50	Free	\$100	\$200	Free	ICB	ICB	Free
> 256	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

\*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

### SUMMARY TOTALS

**Total MRC \*: loop and port \$700.00**

\*(If ordered, Total includes Connectivity, Trunks, Call Recording, DID's & TFN's, and Additional Services.)

**Total NRC\*: 0.000**

\*(If ordered, Total includes Connectivity, Trunks, Call Recording, DID's & TFN's, and Additional Services.)

\*Customer Initial: Ch



**BY SIGNING THIS APPLICATION CUSTOMER IS AWARE OF  
AND AGREES TO THE FOLLOWING TERMS OF SERVICE:**

**PHYSICAL CONNECTIVITY REQUIREMENTS**

- For all connectivity services: Customer is responsible for ensuring there are adequate facilities at the premises' primary minimum point of entry ("MPOE") to receive Airespring's service, including power and backboard / rack. Customer is also responsible for providing any wiring/demarc extension beyond the primary MPOE.
- All orders are subject to facility availability, which cannot be verified in many cases until a site survey has been completed. Ability to deliver service to Customer's facility may require construction that could result in extended timelines, additional upfront/one time build-out costs and/or increases to the Monthly Recurring Charge (MRC).
- A qualified vendor/technician must install the equipment and service at Customer's sole expense. Airespring cannot process orders without a vendor/technician involved in the order process.
- For Fiber Ethernet Services: Customer requirements and responsibilities for site readiness are detailed in Airespring's Ethernet Service Installation Guide, which can be found at [http://www.airespring.com/terms/Ethernet\\_Srvc\\_Installation](http://www.airespring.com/terms/Ethernet_Srvc_Installation). Cancellation charges as listed in the contract will be applied in the event that customer has not complied with the provided requirements, or excessively delays installation.
- For Ethernet over Copper and Broadband Services: Ethernet over Copper (EOC) and Broadband services are subject to distance limitations as well as availability of copper facilities. Airespring's pricing is based on estimates of distance to the local CO and availability, but the actual availability, pricing and capacity can only be determined by a field technician in the course of turn-up. These factors may result in unavailability of EOC or broadband service or necessity to downgrade from the requested speed.
- Fast Ethernet and Gig Ethernet services may be delivered over multiple technologies, including but not limited to Ethernet over Fiber, Ethernet over Copper, Ethernet over Coax, and Ethernet over DSL.
- The actual bandwidth that can be delivered on a broadband service will not be determined until the time of service installation. The connectivity speeds listed on the order form are maximum connection speeds. Actual upstream and downstream speeds may be lower due to various factors including but not limited to network and Internet congestion, wiring inside Customer's location, equipment and computer configuration, and the speed of web sites accessed on the Internet. Performance levels, including but not limited to transmission rate, throughput, and packet loss, are not guaranteed or warranted in any way, nor shall Airespring be required to provide credits, refunds, or other remedies with respect to performance levels, service quality, or the like.
- All Airespring Broadband and Wireless Services (including, but not limited to DSL, ADSL, SDSL, Asymmetrical Ethernet, Cable, DocSIS, Co-Ax and FTTL) are a "best efforts" service and are not subject to service levels or outage or other credits. For the avoidance of doubt, Airespring shall not be liable for any interruption or failure of web links or sites, voice services utilizing such broadband service, hostile network attacks, denial of service attacks, or failure of the Internet generally.

**MANAGED CONNECTIVITY SERVICE**

- Airespring is not responsible for trouble shooting customer voice or internet issues beyond the Airespring-supplied CPE/Gateway (if provided), including voice or internet service located at a remote location or on Customer's LAN and internal network, firewalls, routers, switches and wiring/cabling.
- Unless specifically identified as Private Managed Connectivity, all Managed Connectivity services may traverse public networks. Managed Connectivity services generally provides two (2) Classes of Service, one of which is classified as Best Efforts.
- There are many types of bandwidth speed tests, including various public speed test websites. These sites are subject to inaccuracy and variable results, and do not provide scientific or reliable data for troubleshooting by Airespring. Airespring will not accept speed test results from such websites.
- Airespring and its underlying providers will only utilize Iperf or RFC-2544 testing terminating to on-net facilities which are considered industry standards for speed performance testing. Because of additional overhead necessary for transmission protocols and routing, the measured speed will always be less than the rated speed of the connection. Throughput and other testing that includes customer equipment, firewalls and networks may experience further reduction in throughput and will not be considered valid for testing purposes

\*Customer Initial: 

**BY SIGNING THIS APPLICATION CUSTOMER IS AWARE OF  
AND AGREES TO THE FOLLOWING TERMS OF SERVICE:**

**LD SIP TRUNKING SERVICE**

- **Jurisdictional Rating of Outbound Calls**
  - For jurisdictional determination of terminating calls, if the originating information (e.g. calling party number) is available ("Origination Information"), Airespring will use that data and the Termination Information within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customers rate schedule.
  - If the Origination Information is a Toll Free Number, not available, not a valid ANI, or unable to be determined, Airespring will consider the call of "Indeterminate Jurisdiction" and the customer's current physical address on file in Airespring's billing system, as provided to Airespring on a standard Airespring Services Order Form, shall be utilized for determining the Origination Information for jurisdictional purposes.
  - Origination information must be populated in the "From" SIP Header message field for SIP Customers in a 10 or 11 digit format with a valid NPA NXX. Origination information populated in any other field such as the "p-charge info" or the PAI (p-asserted identity) fields will be ignored for rating purposes.
- **Jurisdictional Rating of Inbound/Toll Free Calls**
  - For jurisdictional determination of originating (Toll Free) calls, if the originating information (e.g. calling party number) is available ("Origination Information"), Airespring will use that data and the Termination Information (if available) within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customer's rate schedule. If the Origination Information is not available, not a valid ANI, a Toll Free Number, or unable to be determined, Airespring will consider the call of "Indeterminate Jurisdiction" and will assign intrastate rates based on the location of the terminating ANI.
  - In the event terminating information is not available in the call stream, or traffic is terminated via IP, then the customer's current physical address on file in Airespring's billing system, as provided to Airespring on a standard Airespring Services Order Form, shall be utilized for determining the Termination Information for jurisdictional purposes.
- **Originating ANI Blocking**
  - Customers that choose to block or restrict the "From" SIP Header message must provide a valid ANI in the PAI field (P-asserted identity field) in order to ensure that calls will complete to terminating carriers. Customers that fail to pass a valid ANI in the PAI field or fail to properly implement PAI on their gateway equipment may not be able to complete calls, and may experience reduced call completion ratios and/or significant call failure. Airespring cannot assist customer with PAI implementation on equipment not provided by AireSpring.
  - Passing the PAI field in no way modifies Airespring's Jurisdictional Rating methodology as described above. The information in the PAI field will not be utilized for rating purposes. The PAI field only assists in ensuring that calls are completed by the terminating carriers, and in no way modifies the manner in which Customer shall be billed.
- **Faxing, Alarm, Modem, Credit Card Processing, Elevator lines**
  - Faxing is not supported on Airespring's Long Distance Network. Customer should utilize alternative network options for completion of inbound and outbound fax calls and all other non-voice lines. Alarm Lines, Modem Lines, DSL Lines, Credit Card Processing and Elevator Lines are not supported on Airespring's Long Distance Network.

**WIRELESS NUMBER BLOCKING**

- Airespring is not responsible for any failure to block calls to wireless numbers; this service is on a best efforts basis.

**FIREWALL SERVICES**

- **Warranty Disclaimer/ Limitation of Liability:** In addition to other warranty disclaimers or limitations of liability set forth in this Agreement, Airespring does not warrant uninterrupted or error-free operation of the software or hardware related to Airespring firewall services. Airespring firewall services are not fault-tolerant and are not designed for use in a high-risk or hazardous environment such as the operation of nuclear facilities, aircraft navigation, air traffic control, life support machines, weapons systems, or any other application where the failure or malfunction of the software or hardware can reasonably be expected to result in death, personal injury, severe property damage, or severe environmental harm (in aggregate, "high risk environment"). Any use of Airespring firewall services in a high risk environment is at customer's sole risk of liability, and Airespring and its affiliates or independent contractors shall have no liability related to or arising from customer's use of Airespring firewall services in a high risk environment.
- Airespring does not warrant the ability of Airespring firewall services to successfully interwork with third party firewalls managed by other parties. Deployment of Airespring firewall service does not achieve the impossible goal of risk elimination, and therefore Airespring will not be liable for and does not guarantee that intrusions, compromises, or other unauthorized activity will not occur on customer's network.

\*Customer Initial: ch

# AIRESPRING FRESH PRESENCE<sup>®</sup> DID PACKAGE

## If Ordering Fresh Presence Package Customer is Aware of and Agrees that:

- 1) The AireSpring Fresh Presence DID Package will provide a package of DIDs for the majority of the Area Codes throughout the 48 Continental United States. The DIDs will be assigned exclusively to the Customer. Calls made back to the DIDs will be routed by AireSpring to Customer's facilities, which can be located anywhere in the country or in the world.
- 2) (OPTIONAL) Upon written Customer request, the Airespring Fresh Presence DID package will be refreshed up to 4 times per year at no additional charge, giving the Customer a new set of DID's, thus ensuring a continued Fresh Presence for maximum response.
- 3) The Customer may outpulse any of their assigned DIDs on any call they wish.
- 4) If the Customer's equipment is not able to outpulse the DID/ANI of choice, Customer may choose to have AireSpring assign a HardCode ANI to Customer's calls utilizing the Sansay<sup>®</sup> Digit Mapping Table (DMT) technology\*.
- 5) In order to utilize the HardCode ANI feature, Customer must fill out the Hardcode ANI Table in the Fresh Presence DID Tech Form provided, which will be utilized to build a custom DMT for the Customer. Any changes to the DMT after initial order will be charged a \$200 change fee. AireSpring will not allow Customer to fill in the Hardcode ANI Table with an Originating Area Code or Custom Number which is in the same state or area code as the Terminating Area Code.
- 6) The HardCode ANI feature will apply ONLY to calls where the customer leaves the Originating ANI field blank. If any information is populated into the Originating ANI field, this information will be passed through as received. (Note: Some calls may not complete if the data in the Originating ANI field is invalid).
- 7) All calls will be rated based on the Originating and Terminating ANI for each call (either Interstate or Intrastate). Example: A call with an 818 Area Code Originating ANI and an 818 Area Code Terminating ANI will be rated as a Long Distance Intrastate California call.
- 8) Any call made to a Customer-assigned DID will be routed to a specific Trunk Group created specifically for the Fresh Presence DID Package numbers. Inbound paths used for the Fresh Presence DID Package call-back feature are separate from regular SIP Long Distance paths and from regular SIP Inbound DID paths.
- 9) Alternatively, the Customer can request that a specific DID be terminated instead to an ANI (DID/POTS line) or Toll-Free Number. Calls terminated to a DID/POTS line are billed at \$0.02/min for Interstate calls and \$0.04/min for Intrastate calls (based on Originating and Terminating ANI). There is no per minute charge for calls routed to a Toll-Free number.
- 10) Please note the following:
  - a) No Directory Listing service is offered.
  - b) No Caller ID (CNAM) Delivery is offered. When the Customer makes an outbound call no CNAM is available and therefore no Caller ID Name will be displayed by AireSpring to the recipient of the call.
  - c) Only new DIDs will be assigned. No porting of existing DIDs is permitted.
  - d) DIDs are pre-arranged in a package and cannot be requested or changed by the Customer.
  - e) AireSpring cannot guarantee that a DID will be available in all Area Codes and each Area Code is subject to availability at the time the order is placed.
  - f) AireSpring will not allow Customer to fill in the Hardcode ANI Table with an Originating Area Code or Custom Number which is in the same state or area code as the Terminating Area Code.
- 11) Each AireSpring Fresh Presence DID Package requires a 1-year minimum term commitment and a \$1,000 monthly usage commitment (for LD usage only, excluding all monthly recurring charges, non-recurring charges, taxes, fees and surcharges).
- 12) Each AireSpring Fresh Presence DID Package includes 5 Channels with 10,000 Inbound minutes per month. If more than 10,000 Inbound minutes are used, the customer will be charged \$5.00 MRC for each 2,000 minutes or portion thereof. Additional channels (with accompanying allotments of 2,000 Inbound minutes per month) can be ordered.
- 13) In connection with the Fresh Presence service, and all Airespring services, Customer shall remain in compliance with all applicable laws and regulations, including but not limited to regulations from the Federal Trade Commission and/or the Federal Communications Commission regulations concerning the National Do Not Call list, the Telephone Consumer Protection Act, and Caller ID replacement.

## AireSpring Fresh Presence – Enhanced

- 1) AireSpring Fresh Presence Enhanced randomly assigns a DID for each outbound call. Originating ANI/DID will not be in the same state as the terminating number

*\* Sansay, founded in 2002 and the developer of the Sansay Digit Mapping Table, delivers best-of-breed VOIP systems which are fully interoperable with established VOIP standards and provides the technology for AireSpring's VOIP network.*

\*Customer Initial: 



TERM AND USAGE AGREEMENT

The term of this Agreement will be for a period of \*1 Year from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service or ii) five (5) business days after Circuit Ready Date, regardless of whether all Services (including voice) have been turned up and regardless of Customer readiness. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to AireSpring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including loop charges, beginning on the Start of Service Date. Upon completion of any initial or any renewal term commitment, or if no term is specified above, this Agreement shall automatically renew for successive one-year terms, unless the initial term is less than one year. Customer contracts to spend a monthly minimum usage commitment (MUC) of \$250 per access circuit, or \$5 per LD SIP Trunk, or \$1,000 per Fresh Presence DID Package (when included), whichever is greater (Long Distance usage only, excluding all monthly recurring charges, non-recurring charges, taxes, fees and surcharges) during the term of this Agreement in addition to the Monthly Recurring Charge (as listed above on this Order Form) for the term of this Agreement. If the Customer does not meet the minimum monthly usage commitment (MUC) as stated above, the Customer will be charged a Minimum Usage Shortfall Charge, calculated as the difference between the actual usage and the (MUC) required. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-rata of first month's service, as well as any NRC's. In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable term, Customer shall pay to AireSpring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges ("MRCs") for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs and MUC's for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs and MUC's for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs and MUC's for all other charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For Customer Provided Connectivity orders, Customer shall pay a cancellation fee of \$750 per location if Customer cancels the order prior to Start of Service. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. AireSpring managed routers are pre-configured and sent to Customer to be self-installed, if Customer requests a professional installation AireSpring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, AireSpring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all AireSpring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return Equipment purchased by Customer. AireSpring will provide all long distance and local services. No other long distance providers may be used with this service. Customer understands that services provided are Long Distance services only, and no local DID's, operator services, 911, 411 or local directory listings are available for this service. For Customers utilizing Blended Rate Plans, AireSpring will monitor Customer monthly call distribution and identify excessive traffic originating from or terminating to a High Cost Area ("HCA"), defined as high-cost LATAs/OCN's and certain non-Regional Bell Operating Company served telephone numbers. AireSpring shall apply a surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's HCA and Non-RBOC outbound terminations and inbound originations exceed usual and customary call patterns for business users ("The HCA Surcharge"). For jurisdictional determination of terminating calls, if the originating information (e.g., calling party number) is available ("Origination Information"), AireSpring will use that data and the Termination Information within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customers rate schedule. If the Origination Information is not available, not a valid ANI, a Toll Free Number, or unable to be determined, AireSpring will consider the call of "Indeterminate Jurisdiction" and the customer's current physical address on file in AireSpring's billing system, as provided to AireSpring on a standard AireSpring Services Order Form, shall be utilized for determining the Origination Information for jurisdictional purposes. For jurisdictional determination of originating (Toll Free) calls, if the originating information (e.g. calling party number) is available ("Origination Information"), AireSpring will use that data and the Termination Information (if available) within each call record to determine jurisdiction (interstate and intrastate), and will assign each call the applicable rate from Customers rate schedule. If the Origination Information is not available, not a valid ANI, a Toll Free Number, or unable to be determined, AireSpring will consider the call of "Indeterminate Jurisdiction" and will assign Intrastate rates based on the location of the terminating ANI. In the event terminating information is not available in the call stream, then the customer's current physical address on file in AireSpring's billing system, as provided to AireSpring on a standard AireSpring Services Order Form, shall be utilized for determining the Termination Information for jurisdictional purposes. If customer chooses a LATA-OCN Interstate and Intrastate Rate Plan, the Rate Plan Number listed above references a specific Rate Plan detailing the specific Interstate and Intrastate rates for each LATA-OCN. If customer chooses a NPA-NXX-X Interstate and Intrastate Rate Plan, the Rate Plan Number listed above references a specific Rate Plan detailing the specific Interstate and Intrastate rates for each NPA-NXX-X. The Intrastate rates provided herein are valid only for those calls determined to be intrastate calls in the State listed in the Physical Location section of this agreement. Alternative rates will apply to intrastate calls for other States. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. Customers whose total Toll Free Short Duration Calls (defined as all Toll Free calls with duration of 6 seconds or less) is more than 10% (ten percent) of total calls during a monthly billing period shall be assessed a Short Duration Surcharge of \$0.01 per call for all Short Duration calls. All calls will be billed based on the available Local Routing Number (LRN) information associated with the Originating and Terminating ANI's (as applicable). The LRN reflects the originating or terminating Local Exchange Carrier (LEC) and may be different than the LEC normally associated with the dialed number digits. For Example, if a call originates from an ANI that has been ported from AT&T to XO, the LRN will reflect XO as the LEC for that specific ANI. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement, which may be found at [www.aireSpring.com/terms](http://www.aireSpring.com/terms) and AireSpring's Acceptable Use Policy, which may be found at [www.aireSpring.com/auip](http://www.aireSpring.com/auip), both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and AireSpring as well as AireSpring's agents, employees, and/or sales persons. This Agreement is voidable by AireSpring if the text is modified without the written or initialed consent of an AireSpring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an AireSpring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date. Customer agrees that AireSpring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Company Name:

[Signature] \*Authorized Signature      Carol Hobbs / Jonathan \*Print Name      CEO / CFO \*Title      5/23/2017 \*Date

\*Customer Initial: CH



As part of the provision of Services by Airespring, Inc., Customer agrees to prepay for all Service toll and applicable taxes. Customer shall make an initial payment to account prior to establishment of service equal to at the 30 Day bundle package price, as well as the first month of any Monthly Recurring Charges, plus any Non-Recurring Charges.

Minute Bundle usage shall be monitored on a daily basis and deducted from Customer's account balance. Airespring will make reasonable efforts to provide a courtesy notice to Customer when Customer's balance appears to near depletion. However, it is the Customer's sole responsibility to ensure that Customer maintains sufficient funds on account for all services utilized by Customer.

Customer further acknowledges call records may be delayed in processing and that monthly recurring charges, surcharges and taxes may not be billed and/or computed until a later date. Nothing in this agreement shall relieve Customer of liability for all valid charges billed by Airespring, whether or not such billing occurred at a later date, or before or after Customer's Account Balance became negative.

Customer agrees and understands that Service may be suspended at any time without notice in the event that Customer's balance on account becomes negative. Further, prior to re-establishment of service, Airespring may require additional deposits and/or security in the event Customer allows its Account Balance to become negative.

Payment shall be solely by wire transfer or Credit/Debit Card. ACH/EFT (Electronic Funds Transfer), Cash, Money Orders, Cashier's Checks or Personal/Corporate Checks will not be accepted for payment. Credit /Debit Card transactions are not accepted for transactions totaling more than \$25,000 in any individual calendar month. Further, in the event that any credit/debit card payment is disputed or refused by originating bank, Airespring reserves the right to require that all future transactions be instituted by wire transfer only.

Each week, an estimated statement of usage shall be faxed, e-mailed or provided online to the customer and shall be considered received for a) email, upon transmission of email, and b) for faxing, upon transmission of fax.

Further, Customer shall receive from Airespring a standard monthly invoice which shall comprise Customer's entire month's Service usage, monthly recurring and non-recurring charges, minimum billing charges, and applicable taxes and surcharges.

Upon termination of service with Airespring, Customer may request in writing a return of all funds remaining on account. Airespring shall return any outstanding funds on account to Customer within 14 days after generation of the final monthly invoice, upon verification that all services have been terminated, and any outstanding amounts due have been properly invoiced.

Customer understands and agrees that Airespring's standard monthly invoice represents the final and valid billing statement and supersedes and replaces any prior usage estimate, whether by an electronic system, or by means of the weekly estimated statement.

In the event that an amount remains outstanding on the estimated weekly statement or the standard monthly invoice, Customer shall pay such statement immediately by wire transfer or credit/debit card.

Customer's failure to make payment as set forth herein and to maintain a positive Account Balance at all times will be considered a material breach of the Agreement, and, in such event, Airespring, may, immediately and without further notice or liability: (a) suspend Services; b) assess any early termination penalties due, and/or c) terminate this Agreement.

All services provided to Customer by Airespring are governed by the terms of a Service Agreement, which may be found at [www.airespring.com/terms](http://www.airespring.com/terms) and which are incorporated into this Addendum by this reference. This Addendum shall be considered an integral part of the Terms and Conditions of Service agreed to by the Customer.

*C.H.*  
 \_\_\_\_\_  
 Customer Name

*Carl Hankel*  
 \_\_\_\_\_  
 Print Name

*5-23-2017*      *5/23/17*  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

Form C02PPD rev. 12-1-09



**AMENDMENT TO MANAGED CONNECTIVITY WITH LD SIP TRUNKING**

This AMENDMENT TO MANAGED CONNECTIVITY WITH LD SIP TRUNKING ORDER FORM & TERM PLAN (the "Amendment") is made effective as of the \_\_\_ day of May, 2017, by and between AireSpring, Inc., a Delaware corporation ("AireSpring"), and Progrexion ASG, Inc., a Delaware corporation ("Progrexion"), and modifies the AireSpring LD SIP TRUNKING WITH PRIORITIZE IP ACCESS ORDER FORM & TERM PLAN signed by Progrexion on October 15, 2013 (the "Agreement"). This Amendment is entered into with the express agreement that except as addressed herein, all terms, conditions and stipulations contained in the Agreement shall remain in full force and effect and without any change or modification whatsoever.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AireSpring and Progrexion agree to amend the Agreement as follows:

1. The Order Forms and Term Plans executed with this Amendment incorporate the Terms and Conditions and all amendments thereto previously executed between the parties, and expressly exclude the Terms of Service, Terms and Usage Agreement and Billing Addendum to the Service Agreement to the extent the terms therein differ from the existing agreements between the Parties.

2. This Amendment together with the Agreement (and any attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the Agreement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. Except as amended in this Amendment, all other terms, conditions, and obligations in the Agreement (and any attachments, addenda, and supplements thereto) shall remain in full force and effect and will be binding upon the parties. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the specific terms and conditions set forth in the Amendment shall govern.

3. Neither this Amendment nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto. This Amendment may be executed in any number of counterparts (including facsimile or .pdf format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment under seal as of the day and year set forth above.

PROGREXION ASG, INC.

AIRESPRING, INC.

By: C. H. / J. P.  
(Signature)  
Name: Carl Hoburg / J. O. P. TON  
Title: CIO / CFO  
Date: 5-23-2017 5/23/17

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Pmt to: FILE 1422 \* 1801 W Olympic Blvd \* Pasadena, CA 91199-1422

For Billing Inquiries Please Call  
Customer Service at 1-888-288-5010

# Account Summary

## Account Information

INVOICE NUMBER:	173066745
ACCOUNT NUMBER:	1341419
BILLING DATE:	06/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	June 25, 2023

## Charges and Payments

PREVIOUS BALANCE:	17,487.46
PAYMENTS:	0.00
ADJUSTMENTS:	0.00

**Our records show a PAST DUE balance.  
Please remit payment TODAY.**

## Current Charges

LONG DISTANCE:	10,682.40
LOCAL SERVICE:	0.00
OTHER CHARGES AND TRANSFERS:	2,008.44
FEDERAL TAX	0.00
STATE TAX	29.70
LOCAL TAX:	34.24
REGULATORY FEES/SURCHARGES:	4,997.59

TOTAL CURRENT CHARGES: 17,752.37

## Amount Due

**TOTAL AMOUNT DUE: \$35,239.83 USD**

Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)  
330 North Cutler Drive Attention: Trina Ames  
NORTH SALT LAKE CITY UT 84054

## Special Message

Has the demand for bandwidth outpaced your network? Enhance performance and improve customer experiences with two fast, easy and affordable solutions from AireSpring. Boost your existing bandwidth by adding enterprise class circuits available in a variety of connectivity options. Add SD-WAN to use bandwidth more efficiently, increasing application and network reliability and performance. Contact your Account Manager: 888-346-3898. For Customer Service: 1-888-288-5010

# Payment Coupon

- To ensure proper credit:
1. Please write your account number on your check.
  2. Make your check payable to AireSpring.
  3. Enclose check or money order with payment coupon in the return envelop supplied.

Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)  
330 North Cutler Drive Attention: Trina Ames  
NORTH SALT LAKE CITY UT 84054

**Please return this portion with your payment to ensure proper credit**

## Amount Due

**\$35,239.83**

## Amount Enclosed

REMIT PAYMENT TO:

INVOICE NUMBER:	173066745
ACCOUNT NUMBER:	1341419
BILLING DATE:	06/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	June 25, 2023

AireSpring  
FILE 1422  
1801 W. Olympic Blvd  
Pasadena, CA 91199-1422

0001341419035239831



Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)

ACCOUNT NUMBER: 1341419

BILLING DATE: 06/01/2023

DUE DATE: *Due Upon Receipt*

PAYMENT LATE AFTER: June 25, 2023

Customer Service - 1-888-288-5010

### Summary of Charges

Long Distance - Arrears/Pro-Rated	Period	Quantity	Rate	Amount
Toll Free Billing Charge (6824 Toll Free Numbers)	05/01/23 - 05/31/23	6,824		682.40
Long Distance Calls	05/01/23 - 05/31/23	21,475		74.46
Minimum Usage Charge	05/01/23 - 05/31/23			9,925.54
<b>Service Total</b>				<b>10,682.40</b>
Other Charges and Credits - Arrears/Pro-Rated	Period	Quantity	Rate	Amount
Corporate Billing - Account 1349663 Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)				1,004.57
Finance Charges	05/01/23 - 05/31/23			262.31
FTP MRC	05/01/23 - 05/31/23			25.00
<b>Other Charges and Credits - Arrears/Pro-Rated Subtotal</b>				<b>1,291.88</b>
Other Charges and Credits - Monthly Recurring	Period	Quantity	Rate	Amount
MRC-Dedicated Access Loop-AireLD	06/01/23 - 06/30/23	1	146.56	146.56
MRC-Dedicated Port-AireLD	06/01/23 - 06/30/23	1	570.00	570.00
<b>Other Charges and Credits - Monthly Recurring Subtotal</b>				<b>716.56</b>
<b>Service Total</b>				<b>2,008.44</b>

### Taxes, Surcharges and Fees

Government Fees and Taxes	Amount
State Tax	23.62
State - Sales Tax	6.08
County Tax	4.14
Local - Sales Tax	1.07
Local Tax	7.31
Local - Statutory Gross Receipts	16.47
Local - Sales Tax	1.88
City District	3.37
<b>Total</b>	<b>63.94</b>

Regulatory Fees and Surcharges	Amount
Federal - Universal Service Fund Surcharge	3,557.72
Access Administration Fee	7.31
Administrative Expense Fee	363.28
Network Administration Fee	349.57
Property Tax Fee	267.32
Regulatory Management Services Fee	452.39
<b>Total</b>	<b>4,997.59</b>

ACCOUNT NUMBER:

1341419

BILLING DATE:

06/01/2023

DUE DATE:

Due Upon Receipt

PAYMENT LATE AFTER:

June 25, 2023

Customer Service - 1-888-288-5010

### Call Category Summary

CALL CATEGORY	CALLS	MINUTES	AMOUNT
Outbound Ded. Indeterminate Local Toll			
Outbound Ded. Indeterminate Off Shore			
Outbound Ded. Indeterminate St. to St.			
TF Inbound Ded. Local Toll			
TF Inbound Ded. In State			
TF Inbound Ded. St. to St.			
TF Inbound Ded. Canada			
Dedicated Toll Free Termination St. to St.			
<b>TOTAL</b>	<b>21,475</b>	<b>16,988.6</b>	<b>74.464849</b>

### Local Loop/Broadband Circuit Detail

Billing ID: 1341419-332517-FASTE

Site Address: 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71615.ManagedConnectivity-NoInternet.LDSIPTTrunkin	FASTE	146.56	06/01/2023 - 06/30/2023

Billing ID: 1341419-332517-FASTE

Site Address: 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71615.ManagedConnectivity-NoInternet.LDSIPTTrunkin	FASTE	570.00	06/01/2023 - 06/30/2023

**716.56**

### Telephone Number and Calling Card Summary

NUMBER	CALLS	MINUTES	AMOUNT
[REDACTED]	19,701	16,247.7	54.80
[REDACTED]	387	162.1	4.03
(855) [REDACTED]	311	131.4	4.21
(855) [REDACTED]	154	63.3	1.46
(855) [REDACTED]	151	62.3	1.51
(855) [REDACTED]	392	164.1	4.19
(855) [REDACTED]	379	157.7	4.26
<b>TOTAL FOR 7 NUMBERS</b>	<b>21,475</b>	<b>16,988.6</b>	<b>74.47</b>

### Most Frequently Dialed To Numbers

RANK	NUMBER	CITY	CALLS	MINUTES	AMOUNT
1	[REDACTED]	[REDACTED]	10	3.7	0.01
2	[REDACTED]	[REDACTED]	10	5.1	0.02
3	[REDACTED]	[REDACTED]	7	4.4	0.01
4	[REDACTED]	[REDACTED]	6	6.2	0.02
5	[REDACTED]	[REDACTED]	6	3.2	0.01
6	[REDACTED]	[REDACTED]	6	11.9	0.04
7	[REDACTED]	[REDACTED]	6	15.0	0.05
8	[REDACTED]	[REDACTED]	6	3.0	0.01
9	[REDACTED]	[REDACTED]	6	3.2	0.01
10	[REDACTED]	[REDACTED]	5	2.6	0.01
<b>TOTALS</b>			<b>68</b>	<b>58.3</b>	<b>0.17</b>



Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)

ACCOUNT NUMBER: 1341419

BILLING DATE: 06/01/2023

DUE DATE: *Due Upon Receipt*

PAYMENT LATE AFTER: June 25, 2023

Customer Service - 1-888-288-5010

**Most Frequently Dialed From Numbers - Toll Free**

RANK	NUMBER	CITY	CALLS	MINUTES	AMOUNT
1	[REDACTED]	[REDACTED]	6	2.4	0.02
2	[REDACTED]	[REDACTED]	4	1.6	0.03
3	[REDACTED]	[REDACTED]	4	1.6	0.03
4	[REDACTED]	[REDACTED]	4	1.6	0.03
5	[REDACTED]	[REDACTED]	4	1.6	0.01
6	[REDACTED]	[REDACTED]	3	1.2	0.21
7	[REDACTED]	[REDACTED]	3	1.2	0.20
8	[REDACTED]	[REDACTED]	3	1.2	0.20
9	[REDACTED]	[REDACTED]	3	1.2	0.19
10	[REDACTED]	[REDACTED]	3	1.2	0.18
<b>TOTALS</b>			<b>37</b>	<b>14.8</b>	<b>1.10</b>

**Child Account Summary**

ACCOUNT	ACCOUNT NAME	CITY/STATE	CALLS	MINUTES	USAGE	TAXES / FEES	CHARGES/ CREDITS	Sub-Total
1349663	Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)	SALT LAKE CITY U	0	0.00	0.00	304.57	700.00	1,004.57
<b>TOTALS</b>			<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>304.57</b>	<b>700.00</b>	<b>1,004.57</b>



# Account Summary

Pmt to: FILE 1422 \* 1801 W Olympic Blvd \* Pasadena, CA 91199-1422

For Billing Inquiries Please Call  
Customer Service at 1-888-288-5010

## Account Information

INVOICE NUMBER:	173066746
ACCOUNT NUMBER:	1349663
BILLING DATE:	06/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	June 25, 2023

## Charges and Payments

PREVIOUS BALANCE:	0.00
PAYMENTS:	0.00
ADJUSTMENTS:	0.00

**\*\*\* Child Account of Parent 1341419 \*\*\***

Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)  
572 S DELONG ST  
SALT LAKE CITY UT 84104

## Current Charges

LONG DISTANCE:	0.00
LOCAL SERVICE:	0.00
OTHER CHARGES / CREDITS:	700.00
FEDERAL TAX	0.00
STATE TAX	4.57
LOCAL TAX:	2.73
REGULATORY FEES/SURCHARGES:	297.27
PARENT ACCOUNT TRANSFER:	-1,004.57
<b>TOTAL CURRENT CHARGES:</b>	<b>0.00</b>

## Special Message

Has the demand for bandwidth outpaced your network? Enhance performance and improve customer experiences with two fast, easy and affordable solutions from AireSpring. Boost your existing bandwidth by adding enterprise class circuits available in a variety of connectivity options. Add SD-WAN to use bandwidth more efficiently, increasing application and network reliability and performance. Contact your Account Manager: 888-346-3898. For Customer Service: 1-888-288-5010

## Amount Due

**TOTAL AMOUNT DUE:** \$0.00 USD

## Payment Coupon

- To ensure proper credit:
1. Please write your account number on your check.
  2. Make your check payable to AireSpring.
  3. Enclose check or money order with payment coupon in the return envelop supplied.

Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)  
572 S DELONG ST  
SALT LAKE CITY UT 84104

*Please return this portion with your payment to ensure proper credit*

## Amount Due

**\$0.00**

## Amount Enclosed

REMIT PAYMENT TO:

INVOICE NUMBER:	173066746
ACCOUNT NUMBER:	1349663
BILLING DATE:	06/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	June 25, 2023

AireSpring  
FILE 1422  
1801 W. Olympic Blvd  
Pasadena, CA 91199-1422

0001349663000000008



ACCOUNT NUMBER / PARENT ACCOUNT:

1349663 / 1341419

BILLING DATE:

06/01/2023

DUE DATE:

Due Upon Receipt

PAYMENT LATE AFTER:

June 25, 2023

Customer Service - 1-888-288-5010

### Summary of Charges

Other Charges and Credits - Monthly Recurring	Period	Quantity	Rate	Amount
MRC-Dedicated Access Loop-AireLD	06/01/23 - 06/30/23	1	130.00	130.00
MRC-Dedicated Port-AireLD	06/01/23 - 06/30/23	1	570.00	570.00
<b>Other Charges and Credits - Monthly Recurring Subtotal</b>				<b>700.00</b>
<b>Service Total</b>				<b>700.00</b>

### Taxes, Surcharges and Fees

Government Fees and Taxes	Amount
State - Sales Tax	4.57
Local - Sales Tax	0.80
Local - Sales Tax	1.41
City District	0.52
<b>Total</b>	<b>7.30</b>

Regulatory Fees and Surcharges	Amount
Federal - Universal Service Fund Surcharge	203.00
Access Administration Fee	6.49
Administrative Expense Fee	22.26
Network Administration Fee	21.42
Property Tax Fee	16.38
Regulatory Management Services Fee	27.72
<b>Total</b>	<b>297.27</b>

### Local Loop/Broadband Circuit Detail

**Billing ID:** 1349663-333742-Fast-E - 100 Mbps

**Site Address:** 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71753.ETYX/149967//ZYO AireSpring	Fast-E - 100 Mbps	130.00	06/01/2023 - 06/30/2023

**Billing ID:** 1349663-333742-Fast-E - 100 Mbps

**Site Address:** 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71753.ETYX/149967//ZYO AireSpring	Fast-E - 100 Mbps	570.00	06/01/2023 - 06/30/2023
		<b>700.00</b>	



Pmt to: FILE 1422 \* 1801 W Olympic Blvd \* Pasadena, CA 91199-1422

For Billing Inquiries Please Call  
Customer Service at 1-888-288-5010

# Account Summary

## Account Information

INVOICE NUMBER:	172080384
ACCOUNT NUMBER:	1341419
BILLING DATE:	05/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	May 25, 2023

## Charges and Payments

PREVIOUS BALANCE:	17,467.05
PAYMENTS:	-17,467.05
ADJUSTMENTS:	0.00

Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)  
330 North Cutler Drive Attention: Trina Ames  
NORTH SALT LAKE CITY UT 84054

## Special Message

## Current Charges

LONG DISTANCE:	10,682.40
LOCAL SERVICE:	0.00
OTHER CHARGES AND TRANSFERS:	1,746.13
FEDERAL TAX	0.00
STATE TAX	30.45
LOCAL TAX:	35.20
REGULATORY FEES/SURCHARGES:	4,993.28

TOTAL CURRENT CHARGES: 17,487.46

## Amount Due

TOTAL AMOUNT DUE: \$17,487.46 USD

# Payment Coupon

- To ensure proper credit:
1. Please write your account number on your check.
  2. Make your check payable to AireSpring.
  3. Enclose check or money order with payment coupon in the return envelop supplied.

Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)  
330 North Cutler Drive Attention: Trina Ames  
NORTH SALT LAKE CITY UT 84054

Please return this portion with your payment to ensure proper credit

## Amount Due

\$17,487.46

## Amount Enclosed

REMIT PAYMENT TO:

INVOICE NUMBER:	172080384
ACCOUNT NUMBER:	1341419
BILLING DATE:	05/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	May 25, 2023

AireSpring  
FILE 1422  
1801 W. Olympic Blvd  
Pasadena, CA 91199-1422

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Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)

ACCOUNT NUMBER: 1341419

BILLING DATE: 05/01/2023

DUE DATE: *Due Upon Receipt*

PAYMENT LATE AFTER: May 25, 2023

Customer Service - 1-888-288-5010

### Payment Summary

Date	CHECK # / DESCRIPTION	Amount
April 27, 2023	91D-85C98A	17,467.05
<b>TOTAL</b>		<b>17,467.05</b>

### Summary of Charges

Long Distance - Arrears/Pro-Rated	Period	Quantity	Rate	Amount
Toll Free Billing Charge (6824 Toll Free Numbers)	04/01/23 - 04/30/23	6,824		682.40
Long Distance Calls	04/01/23 - 04/30/23	164,649		934.20
Minimum Usage Charge	04/01/23 - 04/30/23			9,065.80
<b>Service Total</b>				<b>10,682.40</b>
Other Charges and Credits - Arrears/Pro-Rated	Period	Quantity	Rate	Amount
Corporate Billing - Account 1349663 Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)				1,004.57
FTP MRC	04/01/23 - 04/30/23			25.00
<b>Other Charges and Credits - Arrears/Pro-Rated Subtotal</b>				<b>1,029.57</b>
Other Charges and Credits - Monthly Recurring	Period	Quantity	Rate	Amount
MRC-Dedicated Access Loop-AireLD	05/01/23 - 05/31/23	1	146.56	146.56
MRC-Dedicated Port-AireLD	05/01/23 - 05/31/23	1	570.00	570.00
<b>Other Charges and Credits - Monthly Recurring Subtotal</b>				<b>716.56</b>
<b>Service Total</b>				<b>1,746.13</b>

### Taxes, Surcharges and Fees

Government Fees and Taxes	Amount
State Tax	24.37
State - Sales Tax	6.08
County Tax	4.27
Local - Sales Tax	1.07
Local Tax	7.54
Local - Statutory Gross Receipts	16.99
Local - Sales Tax	1.88
City District	3.45
<b>Total</b>	<b>65.65</b>

Regulatory Fees and Surcharges	Amount
Federal - Universal Service Fund Surcharge	3,553.41
Access Administration Fee	7.31
Administrative Expense Fee	363.28
Network Administration Fee	349.57
Property Tax Fee	267.32
Regulatory Management Services Fee	452.39
<b>Total</b>	<b>4,993.28</b>

ACCOUNT NUMBER:

1341419

BILLING DATE:

05/01/2023

DUE DATE:

*Due Upon Receipt*

PAYMENT LATE AFTER:

May 25, 2023

Customer Service - 1-888-288-5010

### Call Category Summary

CALL CATEGORY	CALLS	MINUTES	AMOUNT
[REDACTED]	32	26.1	0.070836
[REDACTED]	8	4.9	0.016660
[REDACTED]	5	3.2	0.046208
[REDACTED]	995	959.1	4.834648
[REDACTED]	743	717.4	16.608258
[REDACTED]	161,409	162,221.7	543.268297
[REDACTED]	12	139.0	5.135972
[REDACTED]	7	136.7	5.164611
[REDACTED]	1	0.4	0.007440
[REDACTED]	1,196	13,053.0	262.352958
[REDACTED]	237	2,561.8	96.682387
[REDACTED]	4	1.6	0.008000
<b>TOTAL</b>	<b>164,649</b>	<b>179,824.9</b>	<b>934.196275</b>

### Local Loop/Broadband Circuit Detail

Billing ID: 1341419-332517-FASTE

Site Address: 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71615.ManagedConnectivity-NoInternet.LDSIPTTrunkin	FASTE	146.56	05/01/2023 - 05/31/2023

Billing ID: 1341419-332517-FASTE

Site Address: 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71615.ManagedConnectivity-NoInternet.LDSIPTTrunkin	FASTE	570.00	05/01/2023 - 05/31/2023

**716.56**

### Telephone Number and Calling Card Summary

NUMBER	CALLS	MINUTES	AMOUNT
[REDACTED]	130,091	133,601.7	451.66
[REDACTED]	33,105	30,332.3	113.19
[REDACTED]	320	3,313.5	78.70
[REDACTED]	247	2,368.0	56.86
[REDACTED]	123	1,843.6	35.60
[REDACTED]	125	1,825.2	36.56
[REDACTED]	322	3,160.8	75.20
[REDACTED]	316	3,379.8	86.44
<b>TOTAL FOR 8 NUMBERS</b>	<b>164,649</b>	<b>179,824.9</b>	<b>934.20</b>

### Most Frequently Dialed To Numbers

RANK	NUMBER	CITY	CALLS	MINUTES	AMOUNT
1	[REDACTED]	[REDACTED]	29	26.7	0.07
2	[REDACTED]	[REDACTED]	8	4.9	0.02
3	[REDACTED]	[REDACTED]	6	3.1	0.01
4	[REDACTED]	[REDACTED]	6	3.4	0.01
5	[REDACTED]	[REDACTED]	6	6.3	0.01
6	[REDACTED]	[REDACTED]	6	1.6	0.01
7	[REDACTED]	[REDACTED]	6	2.3	0.01
8	[REDACTED]	[REDACTED]	6	2.4	0.01
9	[REDACTED]	[REDACTED]	6	3.6	0.01
10	[REDACTED]	[REDACTED]	6	3.1	0.01
<b>TOTALS</b>			<b>85</b>	<b>57.4</b>	<b>0.16</b>



Progrexion ASG, INC (P=LD-SIP/PRTZ IP/F-E100/XO)

ACCOUNT NUMBER: 1341419

BILLING DATE: 05/01/2023

DUE DATE: *Due Upon Receipt*

PAYMENT LATE AFTER: May 25, 2023

Customer Service - 1-888-288-5010

**Most Frequently Dialed From Numbers - Toll Free**

RANK	NUMBER	CITY	CALLS	MINUTES	AMOUNT
1	[REDACTED]	[REDACTED]	3	16.3	3.59
2	[REDACTED]	[REDACTED]	3	16.3	2.31
3	[REDACTED]	[REDACTED] L	3	18.0	1.71
4	[REDACTED]	[REDACTED]	3	16.3	1.59
5	[REDACTED]	[REDACTED]	3	60.5	1.13
6	[REDACTED]	[REDACTED]	3	60.3	1.12
7	[REDACTED]	[REDACTED]	3	18.0	1.06
8	[REDACTED]	[REDACTED]	3	16.3	1.05
9	[REDACTED]	[REDACTED]	3	16.5	1.03
10	[REDACTED]	[REDACTED]	3	16.3	0.89
<b>TOTALS</b>			<b>30</b>	<b>254.8</b>	<b>15.47</b>

**Child Account Summary**

ACCOUNT	ACCOUNT NAME	CITY/STATE	CALLS	MINUTES	USAGE	TAXES / FEES	CHARGES/ CREDITS	Sub-Total
1349663	Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)	SALT LAKE CITY U	0	0.00	0.00	304.57	700.00	1,004.57
<b>TOTALS</b>			<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>304.57</b>	<b>700.00</b>	<b>1,004.57</b>



# Account Summary

Pmt to: FILE 1422 \* 1801 W Olympic Blvd \* Pasadena, CA 91199-1422

For Billing Inquiries Please Call  
Customer Service at 1-888-288-5010

## Account Information

INVOICE NUMBER:	172080385
ACCOUNT NUMBER:	1349663
BILLING DATE:	05/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	May 25, 2023

## Charges and Payments

PREVIOUS BALANCE:	0.00
PAYMENTS:	0.00
ADJUSTMENTS:	0.00

\*\*\* Child Account of Parent 1341419 \*\*\*

Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)  
572 S DELONG ST  
SALT LAKE CITY UT 84104

## Special Message

## Current Charges

LONG DISTANCE:	0.00
LOCAL SERVICE:	0.00
OTHER CHARGES / CREDITS:	700.00
FEDERAL TAX	0.00
STATE TAX	4.57
LOCAL TAX:	2.73
REGULATORY FEES/SURCHARGES:	297.27
PARENT ACCOUNT TRANSFER:	-1,004.57
<b>TOTAL CURRENT CHARGES:</b>	<b>0.00</b>

## Amount Due

**TOTAL AMOUNT DUE:** \$0.00 USD

## Payment Coupon

- To ensure proper credit:
1. Please write your account number on your check.
  2. Make your check payable to AireSpring.
  3. Enclose check or money order with payment coupon in the return envelop supplied.

Progrexion ASG, INC (L3) (MCNo/LDSIP/FE100/Zayo)  
572 S DELONG ST  
SALT LAKE CITY UT 84104

INVOICE NUMBER:	172080385
ACCOUNT NUMBER:	1349663
BILLING DATE:	05/01/2023
DUE DATE:	<i>Due Upon Receipt</i>
PAYMENT LATE AFTER:	May 25, 2023

*Please return this portion with your payment to ensure proper credit*

## Amount Due

\$0.00

## Amount Enclosed

REMIT PAYMENT TO:

AireSpring  
FILE 1422  
1801 W. Olympic Blvd  
Pasadena, CA 91199-1422

0001349663000000008

Customer Service - 1-888-288-5010

### Summary of Charges

Other Charges and Credits - Monthly Recurring	Period	Quantity	Rate	Amount
MRC-Dedicated Access Loop-AireLD	05/01/23 - 05/31/23	1	130.00	130.00
MRC-Dedicated Port-AireLD	05/01/23 - 05/31/23	1	570.00	570.00
<b>Other Charges and Credits - Monthly Recurring Subtotal</b>				<b>700.00</b>
<b>Service Total</b>				<b>700.00</b>

### Taxes, Surcharges and Fees

Government Fees and Taxes	Amount
State - Sales Tax	4.57
Local - Sales Tax	0.80
Local - Sales Tax	1.41
City District	0.52
<b>Total</b>	<b>7.30</b>

Regulatory Fees and Surcharges	Amount
Federal - Universal Service Fund Surcharge	203.00
Access Administration Fee	6.49
Administrative Expense Fee	22.26
Network Administration Fee	21.42
Property Tax Fee	16.38
Regulatory Management Services Fee	27.72
<b>Total</b>	<b>297.27</b>

### Local Loop/Broadband Circuit Detail

**Billing ID:** 1349663-333742-Fast-E - 100 Mbps

**Site Address:** 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71753.ETYX/149967//ZYO AireSpring	Fast-E - 100 Mbps	130.00	05/01/2023 - 05/31/2023

**Billing ID:** 1349663-333742-Fast-E - 100 Mbps

**Site Address:** 572 S DELONG ST \*\*\* Host Site \*\*\*  
SALT LAKE CITY UT 84104-3901

Description	TYPE	AMOUNT	PERIOD
#71753.ETYX/149967//ZYO AireSpring	Fast-E - 100 Mbps	570.00	05/01/2023 - 05/31/2023
		<b>700.00</b>	