

Fill in this information to identify the case:

Debtor 1 <u>Morgan Administration, Inc.</u>
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court <u>Northern District of Illinois</u>
Case number: <u>18-30039</u>

FILED
 U.S. Bankruptcy Court
 Northern District of Illinois
 4/12/2019
 Jeffrey P. Allsteadt, Clerk

**Official Form 410
 Proof of Claim**

04/19

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 of 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?	US SIGNAL COMPANY, LLC Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>US Signal</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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)
	US SIGNAL COMPANY, LLC	_____
	Name	Name
	201 IONIA AVE SW GRAND RAPIDS, MI 49503	
	Contact phone <u>6169887000</u>	Contact phone _____
Contact email <u>jmitts@ussignal.com</u>	Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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: 1233

7. How much is the claim? \$ 22969.18 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 healthcare information.
Contracted Telecommunication Services and equipment not returned.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal 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 amounts 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)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the 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 \$3,025* 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 \$13,650*) 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 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

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 acknowledgment 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 a 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 4/12/2019
MM / DD / YYYY

/s/ Jodi Mitts

Signature

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

Name Jodi Mitts

First name Middle name Last name

Title Collections Manager

Company US Signal Company, LLC

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 201 Ionia Ave SW

Number Street

Grand Rapids, MI 49503

City State ZIP Code

Contact phone 6169887000 Email jmitts@ussignal.com



Date: 4/12/2019

RE: Morgan Administration, Inc.
Case Number 18-30039

On January 7, 2019, the claimant sent the attached claims material to the Clerk of the Bankruptcy Court. The claimant has been unable to verify that the attached claim was in fact filed with the Clerk of the Bankruptcy Court. The claim to which this statement is attached is in any event intended to supersede and replace any previously submitted claim by the Claimant, including without limitation, the attached claim. This claim arises on account of the rejection of certain contracts as set forth in that certain Agreed Order Granting Stipulated Motion to Reject Executory Contracts entered by the Bankruptcy Court on April 3, 2019, and is filed as required by that Order. A copy of such Order is also attached to this claim.

Sincerely,

Jodi Mitts
Collections Manager
US Signal Company, LLC
201 Ionia Ave SW
Grand Rapids, MI 49503
616.988.7000
jmitts@ussignal.com

Morgan Administrators

LEC Exposure ONLY

<u>Circuit ID</u>	<u>LEC Exposure</u>	<u>Equipment on Premise NOT Returned</u>	<u>Equipment Cost</u>
A76P4	\$ -	Cisco 1941 Router	\$ 606.10
		1-Port WIC (VWIC3-1MFT-T1-E1)	\$ 500.50
		2-Port WIC (VWIC3-2MFT-T1/E1)	\$ 836.00
A76P5	\$ 1,681.44	Cisco 1941 Router	\$ 606.10
		1-Port WIC (VWIC3-1MFT-T1-E1)	\$ 500.50
		2-Port WIC (VWIC3-2MFT-T1/E1)	\$ 836.00
A76P6	\$ -	Cisco 1941 Router	\$ 606.10
		1-Port WIC (VWIC3-1MFT-T1-E1)	\$ 500.50
		2-Port WIC (VWIC3-2MFT-T1/E1)	\$ 836.00
A76P7	\$ -	Cisco 1941 Router	\$ 606.10
		1-Port WIC (VWIC3-1MFT-T1-E1)	\$ 500.50
		2-Port WIC (VWIC3-2MFT-T1/E1)	\$ 836.00
A76P8	\$ -	Cisco 1941 Router	\$ 606.10
		1-Port WIC (VWIC3-1MFT-T1-E1)	\$ 500.50
		2-Port WIC (VWIC3-2MFT-T1/E1)	\$ 836.00
A76P9	\$ -	Cisco 1941 Router	\$ 606.10
		1-Port WIC (VWIC3-1MFT-T1-E1)	\$ 500.50
		2-Port WIC (VWIC3-2MFT-T1/E1)	\$ 836.00
A76PB	\$ 1,306.88	Cisco 1941 Router	\$ 606.10
		ADVA BC00000338 Router	\$ 847.50
A76PD	\$ -	Cisco 1941 Router	\$ 606.10
A87XZ	\$ 5,158.96	Cisco 1941 Router	\$ 606.10
		1-Port WIC (VWIC3-1MFT-T1-E1)	\$ 500.50
	\$ 8,147.28		\$ 14,821.90
		Total Claim	\$ 22,969.18

* Column C is the hard costs US Signal was charged to terminate services prior to our contract end date.

** Column F is the replacement cost for our equipment Morgan Administrators cannot locate and did not return. We have checked the vacated properties, but have not been able to reclaim any of the equipment.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
)
Morgan Administration, Inc., *et al.*, d/b/a) Case No. 18-30039
Home Owners Bargain Outlet,¹) (Jointly Administered)
)
Debtors and Debtors in Possession.) Hon. Jacqueline P. Cox

**AGREED ORDER GRANTING STIPULATED MOTION
TO REJECT EXECUTORY CONTRACTS**

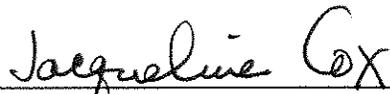
This matter having come before the Court upon the Agreed Motion to Reject Executory Contracts (the "**Motion**") in the above-captioned cases, requesting that the Court approve the Debtors' rejection of that certain MPLS VPN Services/Dedicated Internet Access Agreement executed as of January 4, 2016 by and between the Debtor and US Signal Company, L.L.C., a Michigan limited liability company ("**US Signal**") and that certain MPLS VPN Services Agreement executed as of March 24, 2017 by and between the Debtor and US Signal (collectively herein referred to as the "**Executory Contracts**");

After considering the Motion and the relief sought therein, and the Court being fully advised in the premises; it appearing to the Court that (a) it has jurisdiction over the matters raised in the Motion under 28 U.S.C. § 1334; (b) this is a core proceeding under 28 U.S.C. § 157(b); (c) notice of the Motion was sufficient under the circumstances; (d) the relief requested in the Motion is in the best interests of the Debtors, their bankruptcy estates, creditors, and other parties in interest; and (e) good and sufficient cause exists to grant the relief set forth in this Order;

It is hereby ordered:

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Morgan Administration, Inc. (4200); Belvidere Associates LLC (8559); FP Retail Associates LLC (0915); Hillcrest Enterprises, LLC (4581); Jular Media LLC (0805); KLS Acquisition Corp. (0925); Loomis Enterprises LLC (5451); North Avenue Associates LLC (3229); Oak Creek Distribution LLC (0634); OL Enterprises LLC (9401); and Deforab LLC (9348).

1. The Motion is granted as set forth in this Order.
2. Under 11 U.S.C. § 365, the Executory Contracts are deemed rejected by the Debtors, effective as of December 31, 2018.
3. The Debtors will cooperate reasonably with US Signal to provide informational support to US Signal for the return to US Signal of all routers and other equipment belonging to US Signal, that were delivered to the Debtors pursuant to the Executory Contracts.
4. US Signal must file any claim it wishes to assert for rejection damages (or amend any existing claim to assert such damages) no later than (i) the deadline for filing proofs of claims established in these cases; or (ii) 35 days after the date of entry of this Order, whichever date is later.
5. Nothing in this Order will be deemed to limit the right of the Debtor or any other party in interest permitted to object to claims under the Bankruptcy Code to hereafter object to any such filed claim in accordance with applicable provisions of the Bankruptcy Code.



Honorable Jacqueline Cox
United States Bankruptcy Judge

Dated: April 3, 2019

Prepared by:

Daniel F. Gosch (IL No. 6219658)
Gregory J. Guest (IL No. 6312958)
Dickinson Wright PLLC
200 Ottawa Ave. NW, Ste. 1000
Grand Rapids, Michigan 49503
Telephone: 616-458-1300
Facsimile: 844-670-6009
DGosch@dickinsonwright.com
GGuest@dickinsonwright.com

Seen & Agreed:

Jonathan Friedland (IL No. 6257902)
Mark Melickian (IL No. 6229843)
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SUGAR FELSENTHAL GRAIS & HELSINGER LLP
30 N. LaSalle St., Ste. 3000
Chicago, Illinois 60602
Telephone: 312.704.9400
Facsimile: 312.372.7951
jfriedland@SFGH.com
mmelickian@SFGH.com
evandesteeg@SFGH.com
joconnor@SFGH.com
Counsel to the Debtors

Fill in this information to identify the case:

Debtor 1 Morgan Administration, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Illinois - Eastern Div

Case number 18-30039

Official Form 410

Proof of Claim

04/16

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 of 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? US Signal Company, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor US Signal Company

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? <u>US Signal Company, LLC</u> Name <u>201 Ionia Ave SW</u> Number Street <u>Grand Rapids, MI 49503</u> City State ZIP Code Contact phone <u>616.988.7000</u> Contact email <u>jmitts@ussignal.com</u>	Where should payments to the creditor be sent? (if different) <u>US Signal Company, LLC</u> Name <u>201 Ionia Ave SW</u> Number Street <u>Grand Rapids, MI 49503</u> City State ZIP Code Contact phone <u>616.988.7000</u> Contact email <u>jmitts@ussignal.com</u>
	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: 1 2 3 3

7. How much is the claim? \$ 29,695.56 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.
Contracted telecommunication services

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal 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 amounts 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)?

No

Yes. Check one:

Amount entitled to priority

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

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$12,850*) 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). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

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 acknowledgment 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 a 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 1/02/2019
MM / DD / YYYY

Ryan Johnson
Signature

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

Name Ryan Johnson
First name Middle name Last name

Title VP of Finance

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

Address 201 Tonia Ave SW
Number Street
Grand Rapids, MI 49503
City State ZIP Code

Contact phone 616.988.7000 Email rjohnson@ussignal.com



MPLS VPN SERVICES / DEDICATED INTERNET ACCESS AGREEMENT

Customer (Legal Name): Morgan Administration Corporation

Contact Information:

Name: Danielle Beshel
Title: IT Manager
Street Address: 2650 Belvidere Rd
City, State, Zip: Waukegan IL 60085
Phone Number: 847-263-1240 x:28
Fax Number: 847-263-1232
Email Address: dbeshel@hoboonline.com
Mobile Number: 847-830-2882

Legal Notices:

Attn: Scott Werner
Physical Address: 2650 Belvidere Rd
City, State, Zip: Waukegan IL 60085

Billing Email Address: dbeshel@hoboonline.com

Designated Agent: Telecom Brokerage Inc

See **Attachment A** for Services under this Agreement.

Service Initial Term for each Service Location: 3 Year

Scope. This MPLS VPN Services/Dedicated Internet Access Agreement ("Agreement") sets forth the terms and conditions for the purchase of telecommunication services from US Signal Company, L.L.C. ("US Signal") a Michigan limited liability company of 201 Ionia Avenue SW, Grand Rapids, MI 49503.

Service Description. US Signal's Multiprotocol Label Switching Virtual Private Network ("MPLS VPN") solution is a network based Internet protocol ("IP") VPN available on the US Signal IP network backbone. This MPLS VPN service provides customers with an IP VPN solution with direct, any-to-any connectivity and a private means by which to connect their service locations. US Signal's Dedicated Internet Access ("DIA") provides a continuous connection to the public Internet (the "Internet") across US Signal's protected backbone. The head-end bandwidth allowance is fixed at the contracted port rates and is shared between the MPLS and Internet applications. The MPLS VPN solution and DIA service are sometimes individually and collectively referred to as the "Service" or "Services".

Fixed Port Service. Fixed service allows Customer access to US Signal's network at a predetermined rate. The rate charged for the port will not fluctuate with use.

Burstable Port Service. Burstable service allows Customer to access US Signal's network at up to 10 Gbps. Actual burstable speed is dependent upon Customer's Access type and CPE deployment. Recurring charges are based upon Customer's selected burstable service level and monthly sustained use level at the 95th percentile. The procedure used by US Signal for 95th percentile billing is to sample the rate of traffic on an interface once every 5 minutes, and record these values for one billing period (usually one month, for example 8640 samples for 30 days). At the end of the billing period, the samples are sorted in order from highest to lowest, the top 5% (ex: 432 samples, or the top 36 hours) is removed, and the value immediately under this (the 8208th sample) is the 95th percentile. This process is done twice, once for inbound traffic and once for outbound, and the larger of the two values is what is billed. If during any month, Customer's use exceeds the selected burstable service level, then Customer's invoice shall be adjusted according to the following two (2) step formula:

$$\text{Burstable Port MRC} + \text{Service Level Mbps} = \text{Price per Mbps}$$



(Price per Mbps + \$5) x Mbps over Service Level + Burstable Port MRC = Month's Burstable Port Charge

Access. Service that may be required in order to provide the Access component of MPLS VPN / Dedicated Internet Access Service shall be contracted from the network meet-point between US Signal and its third party access vendor to the third party access vendor's determined point of demarcation at Customer's premise. Any demarcation extensions required to complete the services are the responsibility of Customer. Use of third party vendors is considered Off-net (originates from or terminates to any location that is not on US Signal's physical network). US Signal owned facilities used to connect Customer's premise to US Signal's network shall be considered On-net (originates from and terminates to a location on US Signal's physical network).

Handoff. US Signal offers DS1, DS3, OC3, Fast Ethernet ("FE") and Gigabit Ethernet ("GigE") handoffs. Customer's equipment must be configured according to US Signal's requirements for the desired handoff. Customers bonding DS1 access must utilize Multilink Point-to-Point Protocol ("MLPPP") to ensure proper load balancing.

In-Region Ethernet Network Interface Device ("ENID"). If applicable, any equipment US Signal installs at Customer's premise that is within fifty (50) miles of a US Signal point of presence ("In Region") that is utilized for the provisioning of Service enabling an Ethernet hand-off to Customer is owned by US Signal. US Signal is responsible for maintaining its ENID in accordance with the terms of this Agreement. Customer agrees not to open, alter, misuse, tamper with or remove the ENID required to operate Service. Customer will not remove any markings or labels or serial numbers from the ENID. If the ENID is damaged, destroyed, lost or stolen while in Customer's possession then Customer shall be liable for the cost of repair or replacement of such ENID. Customer will safeguard the ENID from loss or damage of any kind, and will not permit anyone other than an authorized representative of US Signal to perform any work on the ENID. US Signal will cable up to twenty (20) feet within the same room from the ENID to Customer's equipment at no additional charge. Customer shall provide adequate space and AC power within six (6) feet of the demarcation or extension, thereof. Prior to installation of the ENID, Customer shall notify US Signal of any special requirements regarding the placement of the ENID at Customer's premise to accommodate all Customer's employees, agents and contractors with a physical disability who are tasked with monitoring such ENID in order to perform their job functions. Any request, post installation, to relocate the ENID will result in additional non-recurring charges. US Signal shall monitor the device on a proactive basis and notify Customer within thirty (30) minutes of a loss of service lasting in excess of six (6) minutes. US Signal's service level objective for ENID is to repair or replace any failed ENID, at no additional charge to Customer, within four (4) hours of detection of its failure.

Out of Region Ethernet Network Interface Device ("ENID"). If applicable, any equipment US Signal installs at Customer's premise utilized for the provisioning of Service enabling an Ethernet hand-off to Customer is owned by US Signal. If such Service is delivered to a service location: 1) more than fifty (50) miles from a US Signal point of presence; 2) greater than 10.0 Mbps; and 3) utilized for ILEC Switched Ethernet and MSO Ethernet, then such ENID shall be defined as Out of Region. US Signal is responsible for maintaining its ENID in accordance with the terms of this Agreement. Customer agrees not to open, alter, misuse, tamper with or remove the ENID required to operate the Service. Customer will not remove any markings or labels or serial numbers from the ENID. If the ENID is damaged, destroyed, lost or stolen while in Customer's possession then Customer shall be liable for the cost of repair or replacement of such ENID. Customer will safeguard the ENID from loss or damage of any kind, and will not permit anyone other than an authorized representative of US Signal to perform any work on the ENID. Customer shall perform self installation utilizing industry standard cabling within one hundred (100) feet of the demarcation, including any extension thereof. Customer shall coordinate the testing and turn-up of the ENID with US Signal's Network Operations Center within five (5) days of its receipt of the ENID. Preprogramming shall include basic network address translation set-up, routing of Customer's assigned Internet protocol netblock, and integrating dynamic host configuration protocol as needed to interface with Customer's local area network. US Signal shall monitor the device on a proactive basis and notify Customer within thirty (30) minutes of a loss of service lasting in excess of six (6) minutes. US Signal's service level objective for ENID is to repair or replace any failed ENID, at no additional charge to Customer, within seventy two (72) hours of detection of its failure.

In Region Managed Router Service (Optional). US Signal shall provide Customer a router and will perform installation, maintenance, and monitoring of the port (non Ethernet access only) for Customer's location that is within fifty (50) miles of a US Signal point of presence ("In Region"). Installation shall include basic network address translation set-up, routing of Customer's assigned Internet protocol netblock, and integrating dynamic host configuration protocol as needed to interface with Customer's local area network. Such router is considered US Signal's equipment. All maintenance shall be coordinated with Customer for equipment replacement and/or software upgrades according to the terms, herein. US Signal shall monitor the port on a proactive basis and notify Customer within thirty (30) minutes of a loss of service lasting in excess of six (6) minutes. Managed Router Service customers qualify for three (3) hours of consulting time per consecutive three (3) month period, at no additional charge, for any changes to routing functions. Any Customer requested changes to the routing functions shall be completed within two (2) business days from US Signal's acknowledged receipt of such Customer request. US Signal will cable up to twenty (20) feet within the same room from the router to Customer's equipment at no additional charge. Customer shall provide adequate space and AC power within six (6) feet of the demarcation or extension, thereof. In the event such router is placed



within a US Signal Colocation location, Customer agrees to: 1) verify its cabinet contains two (2) rack units of space; 2) supply its own power to the router; and 3) provide US Signal escorted access to the router to the extent reasonably determined by US Signal for the performance of acts required by this Agreement. Customer agrees not to open, alter, misuse, tamper with or remove the router. Customer will not remove any markings or labels or serial numbers from the router. If the router is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of such router. Customer will safeguard the router from loss or damage of any kind, and will not permit anyone other than an authorized representative of US Signal to perform any work on the router. Prior to installation of the router, Customer shall notify US Signal of any special requirements regarding the placement of the router at Customer's premise to accommodate all Customer's employees, agents and contractors with a physical disability who are tasked with monitoring such router in order to perform their job functions. Any request, post installation, to relocate the router will result in additional non-recurring charges. US Signal agrees to maintain its router and such maintenance shall be in accordance with the following service levels: within four (4) business hours after the time US Signal determines that the router has failed US Signal will repair or replace that router, at no additional charge. The response intervals shall be calculated over a thirty (30) day period as follows:

Customer Total Equipment Failure Minutes per Month
Customer Total Number of Failures per Month

In the event that US Signal fails to meet this maintenance timeline for the router, then Customer qualifies for a response credit equal to ten percent (10%) of its monthly recurring MPLS Port charge for the affected service location. To receive credit, Customer must make a written request within forty-five (45) days of the end of the month for which the failure occurred. In no event will credits during any one (1) calendar month exceed 100% of the MRC for any affected Service Location. This credit shall be Customer's sole and exclusive remedy for any failure by US Signal to meet this maintenance timeline. US Signal shall not provide a credit if the router failed due to Customer's misuse of or loss of power to the router, a Force Majeure event, or US Signal is unable to gain access to the router. US Signal may withhold issuance of any credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.

Out Of Region Managed Router Service (Optional). For locations more than fifty (50) miles from a US Signal point of presence ("Out of Region"), Customer shall self install a preprogrammed router. Customer shall perform self installation utilizing industry standard cabling within one hundred (100) feet of the demarcation, including any extension thereof. Customer shall coordinate the testing and turn-up of the router with US Signal's Network Operations Center within five (5) days of its receipt of the router. Preprogramming shall include basic network address translation set-up, routing of Customer's assigned Internet protocol netblock, and integrating dynamic host configuration protocol as needed to interface with Customer's local area network. Such router is considered US Signal's equipment. All maintenance shall be coordinated with Customer for equipment replacement and/or software upgrades according to the terms, herein. US Signal shall monitor the port on a proactive basis and notify Customer within thirty (30) minutes of a loss of service lasting in excess of six (6) minutes. Managed Router Service customers qualify for three (3) hours of consulting time per consecutive three (3) month period, at no additional charge, for any changes to routing functions. Any Customer requested changes to the routing functions shall be completed within two (2) business days from US Signal's acknowledged receipt of such Customer request. Customer agrees not to open, alter, misuse, tamper with or remove the router. Customer will not remove any markings or labels or serial numbers from the router. If the router is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of such router. Customer will safeguard the router from loss or damage of any kind. Prior to installation of the router, Customer shall notify US Signal of any special requirements regarding the placement of the router at Customer's premise to accommodate all Customer's employees, agents and contractors with a physical disability who are tasked with monitoring such router in order to perform their job functions. Any request, post installation, to relocate the router will result in additional non-recurring charges. US Signal agrees to maintain its router and such maintenance shall be in accordance with the following service levels: within seventy two (72) hours after the time US Signal determines that the router has failed US Signal will repair or replace that router, at no additional charge. The response intervals shall be calculated over a thirty (30) day period as follows:

Customer Total Equipment Failure Minutes per Month
Customer Total Number of Failures per Month

In the event that US Signal fails to meet this maintenance timeline for the router, then Customer qualifies for a response credit equal to ten percent (10%) of its monthly recurring MPLS Port charge for the affected service location. To receive credit, Customer must make a written request within forty-five (45) days of the end of the month for which the failure occurred. In no event will credits during any one (1) calendar month exceed 100% of the MRC for any affected Service Location. This credit shall be Customer's sole and exclusive remedy for any failure by US Signal to meet this maintenance timeline. US Signal shall not provide a credit if the router failed due to Customer's misuse of or loss of power to the router, a Force Majeure event, or Customer is unavailable to self install a replacement router. US Signal may withhold issuance of any credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.



Quality of Service ("QoS") (Optional). QoS prioritizes assigned traffic types ("Classes") from the US Signal provided router or Customer's premise equipment through US Signal's backbone network until such traffic is either handed off to an upstream network or terminated. US Signal's Class prioritization utilizes Class Based Weighted Fair Queuing (CBWFQ). QoS offers enhanced service metrics as defined in the Technical Standards of Performance, herein.

Service Term. The Service Initial Term ("SIT") begins on the first day of availability of services of each Service and shall continue for the remainder of the SIT. If this Agreement includes more than one (1) Service then this Agreement may have multiple SITs dependent upon the first day of availability for each Service. Upon expiration of any SIT, this Agreement shall be automatically renewed on a month-to-month basis until: 1) the last SIT expires; and 2) the Agreement is terminated by either party upon thirty (30) days written notice.

Rates. Monthly Recurring Charges ("MRC") shall be invoiced monthly. A pro-rated portion for the first month's service will be included on the first invoice plus the next month's service in advance. Non-recurring Charges ("NRC") will be included on the invoice for applicable installation or service changes as directed by Customer. On-net service monthly recurring rates will remain the same for the duration of the SIT. Changes or cancellation to ordered services will result in additional non-recurring charges.

Payment. All amounts owed by Customer are due twenty-five (25) days from the invoice date ("Due Date"). Customer shall make payment in U.S. dollars to US Signal by check or, at Customer's option, by electronic funds transfer to an account reasonably designated by US Signal no later than the Due Date. US Signal shall forward via electronic mail a copy of the current invoice to Customer no later than two (2) days after the invoice date to the email address(es) designated on page one (1) of this Agreement ("Billing Email Address"). Customer must provide US Signal thirty (30) days written notice of any changes to its Billing Email Address. All changes must be emailed to AR@ussignal.com. To the extent Customer disputes a portion of an invoice, Customer may withhold payment on the disputed items, provided that Customer: 1) provides a written statement of the disputed charges to US Signal at Dispute@ussignal.com ("Dispute Email Address") in reasonable detail within thirty (30) days of the invoice date (the "Review Date"); 2) pays the undisputed portion of the invoice; and 3) negotiates in good faith with US Signal for the purpose of resolving such dispute in a timely manner. US Signal shall not be obligated to consider any Customer notice of any billing discrepancies which are received by US Signal after the Review Date or to an address other than the Dispute Email Address identified herein. If payment has not been received within thirty (30) days from the invoice date, US Signal will notify Customer that if payment is not received within five (5) days, then US Signal shall have the right to terminate this Agreement for cause and the Services will be disconnected at a certain time on a certain date. A late charge will be applied to Customer's invoice for all outstanding amounts owed beyond the Due Date. Late charge will equal the lesser of 1.5% of the outstanding charges or the maximum amount allowed by law. In the event a payment is received by US Signal and is returned by insufficient funds or bank charges, Customer will reimburse US Signal for all associated processing charges as well as an applicable late charge. In the event that non-disputed payments are received late or returned by insufficient funds more than three (3) times during any twelve (12) month period, US Signal may require Customer to establish a deposit or pay with guaranteed funds. In the event Customer participates in either the: 1) Rural Health Care; or 2) Schools and Libraries Program ("E-Rate Program"), Customer may be eligible for a monetary reimbursement according to the rules and regulations administered by the Universal Service Administrative Company ("USAC"). Although the E-Rate Program allows for two (2) reimbursement methods: 1) Service Provider Invoice ("SPI"); or 2) Billed Entity Applicant Reimbursement ("BEAR"), the parties acknowledge and agree to utilize the BEAR process throughout the SIT, and any renewal terms thereafter.

Taxes. US Signal shall charge Customer for any and all applicable fees, taxes or surcharges (however designated) which are levied as a direct result of Customer's purchase of Services under this Agreement, unless Customer has provided US Signal a valid tax exemption certificate reasonably acceptable to US Signal. Customer is responsible for all taxes up until the time a valid tax exemption certificate is provided. If Customer fails to maintain the required tax exemption certificate(s), US Signal shall back-bill Customer for all applicable taxes.

Credit. Delivery of the Services is subject to the continuing approval of Customer's creditworthiness. If necessary, US Signal may require a cash deposit, the terms of which will be subject to mutual written agreement.

Early Termination. If MPLS VPN / Dedicated Internet Access Service is terminated prior to the expiration of its SIT then Customer agrees to pay US Signal an early termination charge equal to: 1) 100% if within the first year, and 50% thereafter, of all recurring charges for each terminated Service Location committed to through the remainder of its SIT for all unexpired months of service; 2) any non-recurring fees US Signal experiences from other suppliers in accordance with cancelling Customer's service; and 3) any outstanding invoices still owed. Such payment shall be due within thirty (30) days of service termination.

Service Upgrades. Upgrading of services to ones of higher capacity is described as a service upgrade where the original service is not considered terminated. The new service must be of equal or longer term to the original service to avoid early



termination charge. New installation charges apply. Access to US Signal's network that is considered Off-net may result in a third party early cancellation charge. Any Off-net upgrade considerations should be reviewed by the US Signal representative and Customer.

Service Location Move. Customer may move service at its existing service location(s) to a new location, whereby the original service is not considered terminated. Move may result in different monthly recurring charges. New installation charges apply. Access to US Signal's network that is considered Off-net may result in a third party early cancellation charge. Move considerations should be reviewed by the US Signal representative and Customer prior to a move request. Any move request must be made by way of amendment to this Agreement upon sixty (60) days notice.

Technical Standards of Performance. Refer to <http://www.ussignal.com/products/mpis/mpis-vpn-agreement>, <http://www.ussignal.com/products/internet-access/internet-service-agreement> and if applicable <http://www.ussignal.com/products/managed-router/managed-router-service-level-agreement> for the service metrics. Off-net access shall be delivered at best effort. Customer acknowledges that US Signal may need to perform routine maintenance to the network between the hours of 12:00 AM and 6:00 AM local time. Such maintenance is acknowledged to not be considered for overall measurement of standards of performance.

Availability Credits. In the event US Signal fails to meet one or more of the service metrics as defined in Technical Standards of Performance above, Customer shall be entitled to a credit calculated according to the following formulas:

- 1) For ringed (protected) services with 1+1 card protection -

$$\text{Outage credit} = \frac{(\text{Hours of outage} - 1 \text{ hour}) \times (\text{Total On-net MRC of affected facility})}{720}$$

- 2) For linear (unprotected) services -

$$\text{Outage credit} = \frac{(\text{Hours of outage} - 9 \text{ hours}) \times (\text{Total On-net MRC of affected facility})}{720}$$

Outage means the measure of the time that Customer loses a signal or receives a signal so poor that it is unavailable. The length of the unavailability shall be measured in hours and fractional portions thereof. An event shall be deemed to have commenced upon notification by Customer to US Signal. Each event shall be deemed to terminate upon restoration of the affected Port services as evidenced by appropriate network tests by US Signal, and US Signal's notification to Customer. To receive credit, Customer must make a written request within forty-five (45) days of the end of the month for which the interruption occurred. In no event will credits during any one (1) calendar month exceed 100% of the MRC for any affected Service Location. This credit shall be Customer's sole and exclusive remedy for any failure by US Signal to meet a service metric. Outage credits do not apply to outages: (i) caused by the negligence or willful misconduct of Customer; (ii) an outage due to Customer's network failure; (iii) due to failure of power (excluding any industry standard back-up power sources that US Signal is required to have in place); (iv) during any period in which US Signal is not given access to Customer's premise if necessary to resolve an outage; (v) during any period of unscheduled emergency maintenance or repair, scheduled maintenance, alteration or implementation; and (vi) during any Force Majeure Event as defined herein. US Signal may withhold issuance of any credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.

Other Performance Credits. During any calendar month, if the average network latency, jitter or frame loss performance falls below the stated levels as defined in the Technical Standards of Performance, herein, US Signal shall provide a service credit as stated below:

$$\text{Service Credit} = \frac{\text{Total Port Monthly Recurring Charge}}{30}$$

To receive credit, Customer must make a written request within forty-five (45) days of the end of the month for which the failure occurred. In no event will credits during any one (1) calendar month exceed 100% of the MRC for any affected Service Location. This credit shall be Customer's sole and exclusive remedy for any failure by US Signal to meet one of the stated levels. US Signal may withhold issuance of any Service Credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.

Additional Charges. Consulting hours will be invoiced at one hundred dollars (\$100) per hour if Customer requests US Signal's assistance with routing changes that exceed its three (3) hours of free consulting per three (3) consecutive month interval. US Signal shall notify Customer if any such consulting charges shall apply. Additionally, a dispatch charge shall be invoiced when a US Signal representative is dispatched to a Customer's premise as a result of: 1) an outage not caused by the



US Signal network; 2) an outage not caused by the failure of US Signal Provided Equipment; or 3) Customer's disallowance of US Signal to access its equipment.

IP Addresses. IP addresses are not portable and not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed and may be modified as required by US Signal and/or the American Registry for Internet Numbers ("ARIN").

DNS Policy. US Signal's initial set-up shall allow up to twenty-five (25) domains for Primary DNS and up to fifty (50) domains for Secondary services. Any domain changes, additions or deletions to either DNS service after the initial set-up will be invoiced at twenty dollars (\$20) each. Customer is responsible for the registration of all domain names and the coordination of IP addresses with its registrar.

Acceptable Use Policy. Customer agrees to not use, nor shall it permit others to use, the Dedicated Internet Access Services: for 1) any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose; 2) to send unsolicited email of any kind, regardless of the content or nature of such messages or post the same or similar message to one or more newsgroups; 3) to send any virus, worm, Trojan horse or harmful code or attachment; 4) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network so as to interfere with the use of the US Signal network by other customers or authorized users; and 5) in a manner which is inconsistent with the generally accepted rules of Internet etiquette and conduct. If Customer, or a third party provided permission through Customer, violates any of the foregoing prohibitions, US Signal may immediately suspend the services and/or terminate this Agreement for cause and without further liability or obligation to Customer. If a violation of this Acceptable Use Policy is determined to be caused by an unrelated third party, for instance a denial-of-service ("DoS") attack or distributed denial-of-service ("DDoS"), then US Signal may need to take immediate action to manage its network for the service availability of all its customers. Such action may include blocking certain traffic, re-routing of traffic or suspension of service.

Notices. All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including Invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by facsimile, mail or overnight delivery. All Customer notices shall be addressed as designated on page one (1) of this Agreement and US Signal notices shall be addressed as follows: US Signal Company, L.L.C., Attn: Contracts, 201 Ionia Avenue SW, Grand Rapids, MI 49503 (collectively "Legal Notices"). Either party must provide the other party written notice of any changes to its Legal Notices.

Indemnification. Customer shall indemnify and hold harmless US Signal and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including attorney fees (collectively, hereinafter "Claims") arising out of or in any manner relating to: 1) Customer's breach of any of the terms of this Agreement; and 2) any Claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance hereof.

Limitation of Liability. NEITHER US SIGNAL NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, OR SUPPLIERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MPLS VPN / DEDICATED INTERNET ACCESS SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. US Signal's liability for all claims of any kind arising out of or related to this Agreement, whether based on contract, tort, including, without limitation, strict liability and negligence, warranty or on other legal or equitable principles shall be limited to strict money damages and shall not exceed in the aggregate, fees paid by Customer to US Signal during the twelve (12) month period immediately preceding the event giving rise to liability. US Signal may disclose user information if required by a governmental agency, or by operation of law, or, if necessary, in any proceeding to establish rights or obligations under this Agreement.

Disclaimer of Warranties. Customer assumes total responsibility for use of the services and applicable equipment. US Signal has no responsibility for the security, loss, intrusion or unauthorized access of stored data or any loss or damage caused by any action, omission or failure to comply with the terms of this Agreement by Customer. US SIGNAL MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY SERVICE OR EQUIPMENT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY US SIGNAL ARE HEREBY EXCLUDED AND DISCLAIMED.



Customer Representations and Warranties. Customer represents, warrants and covenants that, as of the signature dates and continuing throughout the SIT of this Agreement that Customer is not engaged in any resale or rebilling of the Services under this Agreement and that the use of the Services are for its own exclusive use.

CPNI. Customer Proprietary Network Information ("CPNI"), as defined by United States Code 47 U.S.C. § 222(h) (1), shall be considered to be the confidential information of Customer. Customer authorizes US Signal to disclose CPNI: 1) to any third party agent designated on page one (1) of this Agreement; 2) to any future designated person(s) via written letter of authorization; and 3) to a lawful requirement or request from a court or governmental agency. Except as otherwise expressly permitted herein, US Signal agrees that it will not: 1) use the CPNI for any purpose other than to further the purpose of this Agreement; and 2) disclose or reveal the CPNI to any person or entity other than its employees, directors, officers, and consultants who have a need to know to further the purpose of this Agreement and are subject to legally binding obligations of confidentiality and non-use no less restrictive than those contained in this Agreement.

Confidentiality. Each party agrees that all information furnished to it by the other party, or to which it has access under this Agreement, shall be deemed confidential and proprietary information (collectively referred to as "Proprietary Information") of the disclosing party and shall remain the sole and exclusive property of the disclosing party. Each party shall treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither party shall directly or indirectly disclose the same to anyone other than its employees, and contractors who have a need to know the Proprietary Information. The confidentiality obligations of this Section do not apply to any portion of the Proprietary Information which: (a) is or becomes public knowledge through no fault of the receiving party; (b) is in the lawful possession of the receiving party prior to disclosure to it by the disclosing party (as confirmed by the receiving party's records); (c) is disclosed to the receiving party without restriction on disclosure by a person who has the lawful right to disclose the information; or (d) is disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the receiving party is requested or legally compelled by a governmental agency to disclose any Proprietary Information of the disclosing party, the receiving party agrees that it will provide the disclosing party with prompt written notice (if lawfully permitted) of such requests so that the disclosing party has the opportunity to pursue its legal and equitable remedies regarding potential disclosure. Each party acknowledges that its breach or threatened breach of this Section may cause the disclosing party irreparable harm which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including a temporary or permanent injunction, is an available remedy in addition to any legal remedies to which the disclosing party may be entitled. The obligations of the Parties relating to confidentiality survive termination of this Agreement for a two (2) year period. In the event Customer and US Signal enter into a separate Non-Disclosure Agreement ("NDA"), then such NDA shall be incorporated into this Agreement by reference herein, and if any terms and conditions of such NDA are in conflict with the terms and conditions herein, then the NDA shall supersede the confidentiality terms and conditions in this clause, excluding US Signal's CPNI obligations as defined in this Agreement.

Assignment. This Agreement shall not be assigned by Customer without the prior written consent of US Signal.

Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon, shall enure to the benefit of, and be enforceable by the successors and assigns of the parties to this Agreement.

Entire Agreement. This Agreement, and any agreement to which it refers, contains all of the terms of the agreement between the parties with respect to this subject matter and may be amended only by a writing signed by all of the parties to this Agreement.

Counterparts; Electronic Communications. This Agreement may be executed in two or more counterparts (including by means of faxed or emailed signature pages), each of which will be deemed an original for all purposes, and all of which together will constitute one and the same instrument. Photocopies, facsimile transmissions and other reproductions of this executed original (with reproduced signatures) will be deemed original counterparts of this Agreement. The parties consent and agree that this Agreement may be entered into electronically by way of electronic signatures (for example, by electronically clicking a box confirming agreement or utilizing third party software such as DocuSign), and any such electronic signatures shall be binding and treated as original signatures.

Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau,



corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties ("Force Majeure Event"). Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any Force Majeure Event.

Regulatory Requirements. If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of law principles. The parties agree that the state courts of Michigan shall have sole and exclusive jurisdiction, and Kent County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter, including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort. The parties agree that the exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any claim or controversy relating to this Agreement including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort shall be a federal or state court in Kent County, Michigan and the parties hereby consent to such jurisdiction and venue.

Customer: **Morgan Administration Corporation**

US Signal Company, L.L.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DocuSigned by:

50B62D2F932F4DB...

Scott Werner

Vice President

12/28/2015

DocuSigned by:

7499E5C8867843B...

Kim Burke

Director of Service Delivery

1/4/2016



ATTACHMENT A

MPLS:

Service Location	Port Size	Port Type	Access Bandwidth	QoS	Managed Router	ENID	MRC	NRC
800 S 108TH ST, WEST ALLIS WI 53214	4.5 Mbps	F	4.5 Mbps	<input checked="" type="checkbox"/>	In		\$315.00	\$0.00
3545 S 27TH ST, MILWAUKEE WI 53221	4.5 Mbps	F	4.5 Mbps	<input checked="" type="checkbox"/>	In		\$552.00	\$0.00
300 W NORTH AVE, VILLA PARK IL 60181	4.5 Mbps	F	4.5 Mbps	<input checked="" type="checkbox"/>	In		\$552.00	\$0.00
8716 S CICERO AVE, OAK LAWN IL 60453	4.5 Mbps	F	4.5 Mbps	<input checked="" type="checkbox"/>	In		\$315.00	\$0.00
1693 S PLAINFIELD RD, CREST HILL IL 60403	4.5 Mbps	F	4.5 Mbps	<input checked="" type="checkbox"/>	In		\$552.00	\$0.00
7557 S 78TH AVE, BRIDGEVIEW IL 60455	4.5 Mbps	F	4.5 Mbps	<input checked="" type="checkbox"/>	In		\$315.00	\$0.00
7600 W ROOSEVELT RD, FOREST PARK, IL 60130	4.5 Mbps	F	4.5 Mbps	<input checked="" type="checkbox"/>	In		\$552.00	\$0.00
Total:							\$3,153.00	\$0.00

MPLS VPN with DIA Port Service Location:

Service Location	MPLS Port Size	Port Type	Access Bandwidth	DIA Port Size	QoS	Managed Router	ENID	MRC	NRC
2650 BELVIDERE ROAD WAUKEGAN IL 60085*	25 Mbps	F	50 Mbps	25 Mbps	<input checked="" type="checkbox"/>	In		\$1,160.00 [^]	\$0.00 [^]

*Head-end location

Type: F=Fixed or B=Burstable

Managed Router/ENID: In=In Region or Out=Out of Region

[^] The MRC and NRC shall include the Service Location's firm construction charges. No additional construction charges shall apply, unless a change to the Service is directed by Customer.

Grand Total for Services under this Agreement:		MRC	NRC
	Total:	\$4,313.00	\$0.00

Circuit A07XZ



MPLS VPN SERVICES AGREEMENT

Customer (Legal Name): Morgan Administration Corporation

Contact Information:

Name: Danielle Beshel
Title: IT Manager
Street Address: 2650 Belvidere Rd
City, State, Zip: Waukegan, IL 60085
Phone Number: 847-263-1240 x28
Fax Number: 847-263-1232
Email Address: dbeshel@hoboonline.com
Mobile Number: 847-830-2882

Legal Notices:

Attn: Scott Werner
Physical Address: 2650 Belvidere Rd
City, State, Zip: Waukegan, IL 60085

Billing Email Address: dbeshel@hoboonline.com

Designated Agent: Telecom Brokerage Inc

See **Attachment A** for Services under this Agreement.

Service Initial Term for each Service Location: 3 Year

Scope. This MPLS VPN Services Agreement ("Agreement") sets forth the terms and conditions for the purchase of telecommunication services from US Signal Company, L.L.C. and its subsidiaries ("US Signal") a Michigan limited liability company with offices at 201 Ionia Avenue SW, Grand Rapids, MI 49503.

Service Description. US Signal's Multiprotocol Label Switching Virtual Private Network ("MPLS VPN") solution (the "Service" or "Services") is a network based Internet protocol ("IP") VPN available on the US Signal IP network backbone. This Service provides customers with an IP VPN solution with direct, any-to-any connectivity and a private means by which to connect their service locations.

Fixed Port Service. Fixed service allows Customer access to US Signal's network at a predetermined rate. The rate charged for the port will not fluctuate with use.

Burstable Port Service. Burstable service allows Customer to access US Signal's network at up to 10 Gbps. Actual burstable speed is dependent upon Customer's Access type and CPE deployment. Recurring charges are based upon Customer's selected burstable service level and monthly sustained use level at the 95th percentile. The procedure used by US Signal for 95th percentile billing is to sample the rate of traffic on an interface once every 5 minutes, and record these values for one billing period (usually one month, for example 8640 samples for 30 days). At the end of the billing period, the samples are sorted in order from highest to lowest, the top 5% (ex: 432 samples, or the top 36 hours) is removed, and the value immediately under this (the 8208th sample) is the 95th percentile. This process is done twice, once for inbound traffic and once for outbound, and the larger of the two values is what is billed. If during any month, Customer's use exceeds the selected burstable service level, then Customer's invoice shall be adjusted according to the following two (2) step formula:

$$\text{Burstable Port MRC} \div \text{Service Level Mbps} = \text{Price per Mbps}$$

$$(\text{Price per Mbps} + \$5) \times \text{Mbps over Service Level} + \text{Burstable Port MRC} = \text{Month's Burstable Port Charge}$$



Counterparts; Electronic Communications. This Agreement may be executed in two or more counterparts (including by means of faxed or emailed signature pages), each of which will be deemed an original for all purposes, and all of which together will constitute one and the same instrument. Photocopies, facsimile transmissions and other reproductions of this executed original (with reproduced signatures) will be deemed original counterparts of this Agreement. The parties consent and agree that this Agreement may be entered into electronically by way of electronic signatures (for example, by electronically clicking a box confirming agreement or utilizing third party software such as DocuSign), and any such electronic signatures shall be binding and treated as original signatures.

Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties ("Force Majeure Event"). Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any Force Majeure Event.

Regulatory Requirements. If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of law principles. The parties agree that the state courts of Michigan shall have sole and exclusive jurisdiction, and Kent County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter, including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort. The parties agree that the exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any claim or controversy relating to this Agreement including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort shall be a federal or state court in Kent County, Michigan and the parties hereby consent to such jurisdiction and venue.

Customer: **Morgan Administration Corporation**

US Signal Company, L.L.C.

By: DocuSigned by:
Danielle Beshel
84B01F3A8C8A409...

By: DocuSigned by:
Kim Burke
7499E5C8867843B...

Printed Name: Danielle Beshel

Printed Name: Kim Burke

Title: IT Manager

Title: Director of Service Delivery

Date: 3/24/2017

Date: 3/24/2017

