#### ORDER FORM AND TERM PLAN \*Carrier: AireSpring Internet \*IP Provider: Level 3 \*Quote ID#: 1122964490 Channel Mgr: John Young \*Quote Expiration: 11/03/2020 \*Agent: Dwayne Orr \*Proposal ID#: 219663 Sales Support: 844-832-8514 \*Agent ID: INT0323 Email to orders@airespring.com or Fax to 888-899-2928 \*OMR# \*Solutions Engineer: \*NPANXX: 208-393 \*Submitted By: Gabriel Valderrama IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (\*) MUST BE COMPLETED PHYSICAL LOCATION \*Order Type: New: ⊠ Move: Upgrade: \*Company Name: \*Location Name: **Existing Customer Number:** Separate bill North Star Charter School for this location? Eagle \*Physical Address: \*Suite\* \*Bldg./Fl./Rm: \*Billing Address: (if different) 839 N LINDER RD \*City: \*State: \*City: \*Zip: EAGLE 83616-4427 MPOE: (Location in building where telephone company installs circuit. Eg. basement, telco closet) \*State: Zip: **CONTACT INFORMATION** \*Name **Mobile Phone** Title \*Phone E-mail \*Customer Contact: Eric Dickelman **Business Director** (208) 939-9600 Edickelman@northstarcharter.org \*Technical/Vendor Contact: Dwayne Orr Director of ISP (503) 601-2409 Dwayne.Orr@pacificoffice.com

	INTERNET CIRCUIT INF	ORMATION AND PRICING			
*Capacity:	*Site NPA/	NXX:	*Term:		
G-E 500	208-39	3	3-Year		
*Loop MRC:	*Loop NRC;	*Port MRC:	*Port NRC:		
\$288.80	\$0.00	\$715.00	\$0.00		
*Optional M	anaged Router MRC:	*Optional	*Optional Managed Router NRC:		
	\$40.00 \$0.00		\$0.00		
*Manag	ged Router/Gateway Shipping & Handling (Gr	ound Shipping): \$24.73 (Expedited Sh	ipping Additional)		
For speed	s above 100 Mb, if customer requires Networ	k Address Translation (NAT) an upcha	arge may be applied.		
lf c	ustomer requires a fiber/SFP/Mini-GBIC hand	loff, additional equipment upgrade MI	RCs will apply.		
Broadband connectivity speeds are listed as BB in the Capacity Field.  Satellite connectivity speeds are listed as SAT in the Capacity Field.					

THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED

**Business Director** 

(208) 939-9600

2.) Signature on the bottom of "Term and Usage Agreement."

4.) New Customers - Complete and Sign "Credit Application."

Edickelman@northstarcharter.org

#### **DEMARC EXTENSION CHARGES**

\$300.00 per T1 -- includes up to 2 hours of labor and 100 feet of Cat5e cable.

Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot.

Fiber and EOC demarc extensions -- ICB pricing

### **INSTALL TIMEFRAMES AND EXPEDITES**

Customer understands and accepts the following estimated installation timeframes:

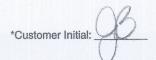
90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction 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.

#### **NOTES**

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.



\*On-Site Contact:

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

copies are strongly recommended.

Eric Dickelman

3.) If Porting Numbers, signature required on "Letter of Agency," and current phone bill

ADDITIONAL SERVICES									
Term	Quantity	MRC	NRC						

Firewall service reconfiguration and/or upgrade fee: \$400. Applies if SD-WAN added to firewall service after the initial start of service.

For Fortinet and Cisco Meraki, AireSpring will configure firewall using standard settings. Customer can request firewall changes during AireSpring's normal business hours, up to 4 firewall change requests per month for free, and \$150 for each additional firewall change request.

For Fortinet Network Based Firewall, throughput speed is an aggregate of up and down speeds combined.

All IP address	es are subject to ap	proval from the under	lying provider based o	n an IP Address Justif	ication Form complete	d by customer. All pri	ices MRC unless other	wise noted.	
CIDR	/31 /29 /28 /27 /26				/25	/24	/23+		
Public IPs	.2	8	16	32	64	128	256	512+	
Useable IPs	1	5	13	29	61	125	253	509+	
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A	
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB	
Altice (Fiber)	Free	\$35	\$50	\$65	\$75	\$300	ICB		
AT&T (ABF/DSL)	Free	Free	\$20	ICB	ICB	ICB	ICB		
Comcast (Fiber)	\$20	\$25	\$30	\$50	\$75	\$100	\$200 ICB	ICB ICB	
Comcast (Cable)	Free	\$15	\$35	ICB	ICB	1CB			
Cox (Cable)	Free	Free	\$25	\$25 \$50 \$75 ICB ICB	\$75 ICB	ICB	ICB		
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB	
Lightower	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB	
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100			ICB	
Spectrum (Cable)	Free	\$25	\$40	\$60	N/A			N/A	
TPAC	Free	Free	\$10	\$15	\$25			ICB ICB	
Verizon (FTTI)	Free	\$14	\$35	\$56	\$84				
Windstream	Free	\$20	\$32	\$56 \$96 \$1				ICB	
Zayo	Free	Free	\$48	\$96				ICB	

Orders of up to 256 IP Addresses from AT&T Fiber/DS1, CenturyLink Fiber/DS1, FairPoint, Verizon Fiber/DS1, Cox Fiber, Frontier Fiber, and XO are free. Orders of more than 256 IP Addresses are ICB.

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

## SUMMARY TOTALS

Total MRC \*: \$1043.80

"Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Olfshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Conliguration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses. Total NRC\*: \$0.00

Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <a href="https://airespring.com/regulatory-charges-and-surcharges/">https://airespring.com/regulatory-charges-and-surcharges/</a>
Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <a href="https://additionalterms.airespring.com/Documents/Additional%20Fees%20070820.htm">https://airespring.com/regulatory-charges-and-surcharges/</a>



#### TERM AND USAGE AGREEMENT

The term of this Agreement will be for a period of \*3-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, 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, or iii) five (5) business days after the start of a "Customer Delay of Circuit Installation". "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. "Customer Delay of Circuit Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding AireSpring's underlying provider from installing and/or testing Customer's access circuit/loop. Customer indirectly delays the underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, suppliers, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks or delays AireSpring's underlying provider from installing or testing the access circuit/loop. 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 circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes AireSpring from expeditiously submitting Customer's order to underlying carrier, Customer pricing may change as notified by AireSpring. Orders placed on hold may require customer approval to proceed with implementation. 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. Customer contracts to pay the Monthly Recurring Charges as listed above for the term of this Agreement, or \$250 per account, whichever is greater, for the term of this Agreement. 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 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 for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs 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 (BB) circuit or \$3000 per Fast-E or similar 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. 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. 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. 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. It is not necessary to return Equipment purchased by Customer. 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 and AireSpring's Acceptable Use Policy, which may be found at www.airespring.com/aup, 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, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. 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.

Additional Terms and Conditions are incorporated herein by reference: http://additionalterms.airespring.com/AdditionalTerms.aspx?L=44,1,91,29

# **AIRESPRING CREDIT APPLICATION**

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION										
*CUSTOMER NAME: North Star Charter School				BILLING ACCOUNT NAME (IF DIFFERENT):						
*SERVICE ADDRESS: 839 N LINDER RD				BILLING ADDRESS (IF DIFFERENT):						
*CITY: EAGLE	*STATE: ID	*ZIP: 83616-4427		CITY:				STATE:	ZIP:	
*SERVICE CONTACT/TITLE:				BILLING ADDRE	SS C	ONTACT:				
*PHONE:	FAX:			PHONE:			***************************************	FAX:		
*CONTACT E-MAIL – IMPORTANT  (FOR CONTACT PURPOSES ONLY): EDICKELMAN@NORTHSTARCHARTER.ORG				CONTACT E-MAIL IMPORTANT (FOR CONTACT PURPOSES ONLY):						
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA): North Star Charter School										
* CORPORATION	* GENERAL PARTNER	SHIP	*☐ LIMITED PARTNERSHIP			HIP	*□ LIMITED LIABILITY COMPANY			
* SOLE PROPRIETORSHIP	* NONPROFIT ORGAN	IIZATION	*[	] HOME BUSINES	S		*⊠ OTHER:	NON-PROFIT CORPORATION (D)		
*INCORPORATION DATE: 5 / 2002	- STATE: ID	*CURRENT SVC PRO	VIDE	JEB- INIVITA				PIES OF PAYMENT SUMMARY PAGE FROM 3 UR CURRENT SERVICE PROVIDER		
*WILL THE SERVICE PROVIDED BY AIRE	SPRING BE USED FOR WHO	DLESALE OR RESALE PU	RPOS	ES?				YES	⊠ NO	
IS YOUR COMPANY/ORGANIZATION TA IF YES, ATTACH AIRESPRING TAX EXEMP		A YOUR AIRESPRING AG	ENT)					YES	⊠NO	
*ESTIMATED MONTHLY USAGE:								\$ N/A	zarran andrea. Organizaren esperien esperien beren erren	
*TYPE OF BUSINESS: Education -	Charter School				*71	EARS IN BUSI	INESS:			
Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.  *PAPERLESS BILLING YES NO  *PAPERLESS BILLING  Wust be provided for paperless billing)										
		INTERN	ATI	ONAL USAG	GE					
*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? YES NO *ESTIMATED % OF INTERNATIONAL TRAFFIC: 0 %										
MAIN COUNTRIES CALLED: N/A										
		CREDIT	IN	FORMATIO	N	1 195				
*1. OWNER/PARTNER NAME: N/A				SOCIAL SECURITY # (NOT FEIN): N/A – N/A – N/A						
2. OWNER/PARTNER NAME: N/A			SOCIAL SECURITY # (NOT FEIN): N/A – N/A – N/A							
Dun & Bradstreet Number:										
BANK INFORMATION										
*Bank Name: *I				*Bank Phone Number:						
*Bank Account Number: *Bank Contact Name:										
ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY. ORDERS MISSING MANDATORY INFORMATION MAY BE RETURNED FOR COMPLETION WITHOUT PROCESSING.										
CERTIFICATION & AUTHORIZATION										
I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <a href="https://airespring.com/service-terms/">https://airespring.com/service-terms/</a> for a complete and updated description of the terms of service.)  I AGREE THAT AIRESPRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESPRING CREDIT.										
*Signature of Applicant: Jenna Balch						ch				
*Date: 11 / 3 / 2020 *Title of Applicant: Chair of the Board					avel					

