

2024 Annual Federal Universal Service Fund Exemption Certification

CUSTOMER INFORMATION:

Full Legal Name ("CUSTOMER")¹:

Form 499-ID #:

Address:

Contact Name:

Phone:

Email:

¹ If the company files its Form 499 on a consolidated basis, please provide the full legal name of every company covered under the Form 499 Filer ID.

CUSTOMER hereby requests an exemption from payment of the Federal Universal Service Fund Surcharge ("Surcharge") assessed by HyperCube Networks, LLC and its successors and assigns (collectively "HyperCube") due to HyperCube's contribution to the Federal Universal Service Fund ("FUSF") established by the Federal Communications Commission ("FCC").

The undersigned, on behalf of CUSTOMER, hereby represents, warrants and certifies as follows:

- A. Except for services identified in Section E below, if any, I certify under penalty of perjury that at least one of the statements in 1-3 below applies:
 1. CUSTOMER is purchasing service for resale and is incorporating the purchased services into its own offerings which are, at least in part, assessable U.S. telecommunications or interconnected Voice over Internet Protocol (VoIP) services. CUSTOMER either directly contributes or has a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenues from offerings that incorporate the purchased services.
 2. A non-U.S. telecommunications carrier or non-U.S. VoIP provider and CUSTOMER purchases and uses per-minute-of-use services only to provide services that originate outside of the U.S. but terminate in the U.S., and CUSTOMER is not billing any U.S. End User for telecommunications or VoIP services.
 3. Purchasing per-minute-of-use services only to provide services that traverse the U.S. (i.e., non-domestic services that both originate and terminate outside of the U.S. but are routed through the U.S.).
- B. If A.1 applies, that CUSTOMER has filed, and will continue to file, completed FCC Form 499-A Reporting Worksheets, as well as FCC Form 499-Q Reporting Worksheets, if applicable.
- C. CUSTOMER acknowledges that HyperCube's determination of whether CUSTOMER is exempt in total or in part from HyperCube's pass-through of FUSF contributions will be based upon the information provided by me in this Certificate, and that for all future services purchased from HyperCube, after the date identified below on this 2024 Annual Certification, that the new services (new or existing Billing Account Numbers [BANs]) will be treated in the same manner as the existing service(s) as certified to on this 2024 FUSF certification form, until

you submit to HyperCube an amended FUSF certification form. CUSTOMER must notify HyperCube no later than twenty (20) calendar days if at any time this Certificate becomes incomplete, inaccurate, outdated or otherwise obsolete by emailing telecomtaxusf@west.com with appropriate changes to this form. You may request your BANs by submitting a request to telecomtaxusf@west.com. In addition, CUSTOMER will update this Certification annually.

- D. CUSTOMER acknowledges that in the event HyperCube exempts CUSTOMER from payment of HyperCube’s FUSF pass-through based upon the information, representations and certification contained in this Certificate and HyperCube thereafter determines that the exemption was mistakenly granted or granted based upon CUSTOMER’s false, inaccurate, or erroneous information, HyperCube may pass-through to CUSTOMER any and all FUSF amounts that were not previously applied as the result of the exemption. CUSTOMER agrees that HyperCube may bill and that CUSTOMER will pay all applicable past and/or future pass-through amounts and charges, including without limitation, contribution to a universal service fund or other related funds, in connection with HyperCube’s provision of services to CUSTOMER, plus any applicable late payment fees, interest and/or penalties for any time period for which CUSTOMER’s information was inaccurate. CUSTOMER expressly waives any limitations period, contractual back-billing restrictions, statutes of limitations or similar limitation periods that may otherwise apply.
- E. CUSTOMER understands and agrees to pay any Surcharge that may apply to the HyperCube-assigned BANs that are associated with Services that CUSTOMER purchases from HyperCube that are NOT exempt from HyperCube FUSF charges. CUSTOMER should identify all BANs that include any Services that do NOT qualify for the FUSF exemption in the table below. If additional BANs need to be identified, please communicate those BANs on an additional piece of paper. **These BANs will be subject to Federal Universal Service Fund Surcharges.** You may request your BANs by submitting a request to telecomtaxusf@west.com.

**Please identify all BANs for services purchased to which the above certification does not apply.*

BAN:	BAN:	BAN:
BAN:	BAN:	BAN:
BAN:	BAN:	BAN:

- F. CUSTOMER further acknowledges that HyperCube may provide a copy of this Certificate and supporting information to the Universal Service Administrative Company (USAC), to the FCC, to legal counsel, or to an auditor, as needed, without notice to or consent from CUSTOMER.
- G. The undersigned individual attests that he or she is authorized by CUSTOMER to provide all information within this completed Certificate, and to sign this Certificate.
- H. CUSTOMER agrees to indemnify, defend and hold HyperCube harmless from any and all claims arising from an exemption determined to be invalid, incorrect or inaccurate.

CUSTOMER:

Authorized Representative’s Signature

Print Name *Title* *Date*

Please return completed form to e-mail address: telecomtaxusf@west.com