



Sales Contact Information
SHINE; GLENN
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eSign Fax Cover Sheet Contract Id: 2797570

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

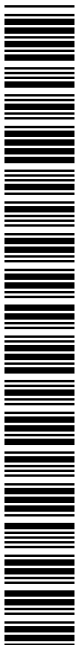
Total Pages: 5
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2797570
 - II. All Pages stamped with Contract Id: 2797570
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2738770
Contract Id: 2797570


**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
 PRICING SCHEDULE**

Customer	AT&T
City of Naperville Street Address: 400 S EAGLE ST City: NAPERVILLE State/Province: IL Zip Code: 605405278 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Tom Urbas Title: Customer Support Manager Street Address: 400 S EAGLE ST City: NAPERVILLE State/Province: IL Zip Code: 60540 Country: United States Telephone: 6305482993 Email: urbast@naperville.il.us	Name: GLENN SHINE Street Address: 4513 WESTERN AVE City: LISLE State/Province: IL Zip Code: 60532 Country: United States Telephone: 6307181569 Email: gs0293@att.com Sales/Branch Manager: KEVIN D SERRA SCVP Name: MARY ANN A ARGY Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
 PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following Order Attachment(s), Attachment(s), and/or Pricing Schedule(s) for AT&T Voice DNA® (US only), AT&T IP Flexible Reach, and/or AT&T IP Toll-Free, as applicable, between AT&T and Customer:

BVP14226174	
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1. SERVICES

Service	Service Publication Location
AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	24 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None
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4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Emergency Calling Most of World

Emergency Calling Most of World

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.

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**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
 PRICING SCHEDULE**

5.2. White Pages, Yellow Pages, Directory Assistance

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

5.3. Broadband Connectivity

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

6. RATES

Discounts are applied to the applicable Service Publication rates.

7. DISCOUNTS

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

7.1. US DISCOUNTS

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	80.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	100.00%

II. Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	0.00%

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	0.00%
Telephone Number Charge	MRC, per Number	50.00%	Not Available

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**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
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Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	85.36%	0.00%
Telephone Number Charge	MRC, per Number	100.00%	Not available

Table D: Calling Plan G (AT&T IP Toll-Free Only)		
Item	Type of Charge	Calling Plan Discount
AT&T IPTF Calling Plan Setup Fee	NRC, per Site	50.00%
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	20.00%
AT&T IPTF Calling Charge – US Interstate	Usage	20.00%
AT&T IPTF Calling Charge – US Intrastate	Usage	20.00%
AT&T IPTF Calling Charge – Canada to US	Usage	20.00%
AT&T IPTF Calling Charge – US to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Canada to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Non-US to US	Usage	20.00%
International Inbound Setup	NRC, per Site	20.00%
Universal Freephone (UIFN) Fee	NRC, per UIFN Number	20.00%
International Inbound per Country Charge	MRC, per country, per Site	20.00%
Routing Arrangement (APN) Charge	MRC, per Site	20.00%

VI. AT&T IP Transfer Connect Features (available for specified services only)

Table A: AT&T IP Transfer Connect Features		
Item	Type of Charge	Discount
IP Courtesy Transfer	NRC	100.00%
IP Courtesy Transfer	MRC	30.00%
IP Courtesy Transfer	Per Attempt	30.00%
IP Courtesy Transfer to Non-8YY Off-Net	Usage	30.00%
IP Redirect / IP Redirect with Data Forwarding	NRC	100.00%
IP Redirect / IP Redirect with Data Forwarding	Usage	20.00%
IP InfoPack	NRC	100.00%
IP InfoPack	MRC	30.00%
IP InfoPack	Per Call	30.00%

VIII. Underlying Transport Services Support Charges

Table A: VoIP Module Card (AT&T MIS or AT&T MIS with MPLS PNT Transport Only)		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	80.00%

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 PRICING SCHEDULE**

Table B: Help Desk and AT&T CPE Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%
VoIP Adapter – TDM, Service Establishment	NRC per Site	100.00%
VoIP Adapter – TDM	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	100.00%
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	100.00%

Table C: AT&T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	100.00%

This is the last page of the Pricing Document.

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