



Pricing Schedule/Service Agreement

- Pricing Schedule to AT&T Master Agreement Reference No. \_\_\_\_\_ \*
- Service Agreement

If neither box above is checked then this document is a standalone Service Agreement.

\* This document may be used as a Pricing Schedule only if attached to an Agreement referred to internally at AT&T as a UA MSA, UA MA or UA SSTC.

<b>Customer ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
Palatine Township 721 S. Quentin Palatine IL 60067 USA	For purposes of this Pricing Schedule/Service Agreement, AT&T means the Service Provider specifically identified herein.
<b>Customer Contact** (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary Sales Contact</b>
Name: First Last Title: Telephone:                      Fax: E-mail: <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: Annette Pitcher Title: Telephone: 815-836-0030 Fax: 815-836-2660 Email: annettep@wenetwork.com Street Address: City:                      State:                      Zip Code: <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> <b>Primary Sales Contact</b>	
Name: Annette Pitcher Company Name: Andromeda Technology Solutions Agent Street Address: 133 West 13 <sup>th</sup> Street City: Lockport State: IL Zip Code: 60441 Telephone: 815-836-0030 Fax: 815-836-2660 Email: annettep@wenetwork.com Agent Code H302653	

Customer agrees to purchase Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Service Agreement and the applicable Tariff(s) and Guidebook(s). If this document serves as a Service Agreement (as indicated above), this Service Agreement is subject to: (a) the terms of the applicable Tariff(s), if the Service is offered pursuant to Tariff(s); or (b) the AT&T Business Services Agreement (BSA), if the Service is not offered pursuant to Tariff. Tariff(s), Guidebook(s) and the BSA can be found at [www.att.com/servicepublications](http://www.att.com/servicepublications). Service is provided by the AT&T Affiliate identified below as the Service Provider. Throughout the remainder of this document, this document shall be referred to as the "Pricing Schedule".

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By: <i>Paul Pioch</i>	By: ✓
Printed or Typed Name: PAUL PIOCH	Printed or Typed Name: ✓
Title: Administrator	Title: ✓
Date: 5/8/09	Date: ✓

**Service Provider and Guidebook:** SBC Long Distance, LLC d/b/a AT&T Long Distance ("AT&T") – The Voice and Data Product Reference and Pricing Guidebooks.

AT&T and Customer Confidential Information



## Pricing Schedule/Service Agreement

1. **Service Description.** This Pricing Schedule applies to AT&T High Volume Calling III, which is an optional calling plan for outbound and inbound long distance services. This Pricing Schedule is effective as of the date last signed above ("Effective Date") and shall continue until the expiration for the service chosen hereunder ("Term").

2. **Spending and Term Commitments.** Customer agrees to pay a Minimum Annual Commitment ("MAC") specified below (excluding applicable taxes and surcharges) to AT&T during each year of this Pricing Schedule to begin on the date service is first established on the plan agreed to herein ("Service Acceptance Date") and shall end after the number of years specified below. AT&T Long Distance charges that contribute to retiring the MAC (excluding applicable taxes and surcharges) are, but are not limited to, domestic and international outbound, domestic toll free, domestic and international outbound calling card. If Customer fails to satisfy the MAC, Customer will be billed and shall pay the shortfall as an under-utilization charge. Switched services are not offered in Connecticut. The term, commitment, MAC, Interstate Switched ("Sw") and Calling Card ("CC") rates per minute for this Pricing Schedule are:

<input type="checkbox"/>	<b>Domestic Plan – AT&amp;T High Volume Calling III ("HVC III"):</b> \$600 - \$6,000 MAC Customer is purchasing AT&T Long Distance Services and agrees to maintain a minimum of 2 access lines or voice grade equivalent switched local exchange service from an AT&T Affiliated Local Service Provider for the term of this Pricing Schedule.	
<input type="checkbox"/>	1 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	2 Year - Interstate Rates	Not Applicable
<input checked="" type="checkbox"/>	3 Year - Interstate Rates	\$600 MAC - Sw \$.0430 / CC \$.0430
<input type="checkbox"/>	<b>AT&amp;T International Plan - High Volume Calling III ("HVC III"):</b> All MACs and Terms. The Outbound 1+ and Calling Card International rates for calls originating in the US and its territories and terminating in the countries are listed in the Guidebook.	
<input type="checkbox"/>	Option C – For an additional, one-time charge of \$9.95 Customer receives lower international rates to certain countries under Option C as described in the Guidebook .	

Customer acknowledges and agrees that if it fails to meet any of the above AT&T Affiliate Local Service Provider requirements to qualify for Customer's selected High Volume Calling III during the term hereof, Customer will be moved to a High Volume Calling Plan II with the same MAC and term commitments at the then-current usage rates in Section 4.7.2 of the Guidebook.

- A. **Fixed Domestic Voice Service Rates and Charges:** The rates for the following domestic switched Direct Distance Dialing ("DDD") & Toll Free Service ("TFS") voice services are fixed for the term of this Pricing Schedule: all interstate, intrastate, and Calling Card ("Fixed-Rate Service(s)"). The rates for the Fixed-Rate Services shall be the rates set forth herein. For Fixed-Rate Service rates which do not appear herein, they shall be priced at the rates set forth in the HVC III (for the term commitment and MAC selected above) section of the Guidebook and Tariffs on the date service is first established. Except for applicable Guidebook Promotions or VIP discounts, Fixed-Rate Service rates are provided in lieu of any other Guidebook or Tariff discounts.
- B. **Additional Services, Rates and Charges:** The rates and charges for the following are not fixed for the term of this Pricing Schedule: International, International Mobile Termination Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone origination and other third-party pass through charges, regulatory fees, surcharges, and TFS charges. All such rates and charges are as set forth in the then-current Guidebook or Tariffs, and are subject to change at any time. The applicable international rates, including International Toll Free Service rates, shall be those set forth in the Guidebook under the chosen Option that is associated with the calling plan selected above.

3. **Termination Charges.** Customer may terminate this Pricing Schedule or disconnect, in whole or in part, any Service hereunder at any time and without cause upon written notice to AT&T. If this occurs during the applicable term commitment, AT&T will compute the termination charges according to the following formula and render a bill to Customer, which Customer agrees to pay within 30 days:

- 50% of the unmet MAC for the current year and 50% of the unmet MAC for each additional year remaining on the term plan Pricing Schedule.
- Termination charges assessed by the Local Access Provider, if Customer cancels, in whole or in part, any Local Access Service procured by AT&T on Customer's behalf.

4. **Notice.** AT&T may send any notices pertaining to the Service provided under this Pricing Schedule to Customer's billing address via first class mail, postage prepaid.

## AT&amp;T and Customer Confidential Information



## Pricing Schedule/Service Agreement

5. **Automatic Dialer Devices.** CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH PRODUCTS AND SERVICES PROVIDED UNDER THIS PRICING SCHEDULE IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS PRICING SCHEDULE IMMEDIATELY SHOULD CUSTOMER USE SUCH DEVICES.

6. **Availability and Cancellation.** This Pricing Schedule is valid only if signed by Customer on or before April 30, 2009. Customer may elect to cancel this Pricing Schedule at any time prior to the Service Acceptance Date upon providing ten (10) days written notice (on Customer's letterhead) to AT&T. AT&T will cancel this Pricing Schedule if the Customer is not ready to have AT&T provision/fulfill the Service within 120 days after Customer executes this Pricing Schedule, or in the case of a Customer that qualifies for E-Rate funding, no later than November 1, 2009.

<b><i>New or upgrade to an existing AT&amp;T Long Distance Agreement</i></b>	
<input checked="" type="checkbox"/>	This is a new AT&T Long Distance Pricing Schedule
<input type="checkbox"/>	This is an upgrade to an existing AT&T Long Distance Agreement and the guidelines from Section 3.9.7 Revenue and Term plan Commitments of the Voice Product Reference and Pricing Guidebook will apply to the old agreement.



Pricing Schedule/Service Agreement

Domestic Voice Services Attachment HVC III

The following rates shall apply for intrastate interlata and intralata DDD and TFS calls:  
 Intrastate AT&T LD Calling Card rates are equal to the switched rates below.

**Term California**  
**1 Year** Not Applicable  
**2 Year** Not Applicable  
**3 Year** Not Applicable

**Term Texas, Oklahoma and Kansas**  
**1 Year** Not Applicable  
**2 Year** Not Applicable  
**3 Year** Not Applicable

**Term Arkansas**  
**1 Year** Not Applicable  
**2 Year** Not Applicable  
**3 Year** Not Applicable

**Term Missouri**  
**1 Year** Not Applicable  
**2 Year** Not Applicable  
**3 Year** Not Applicable

**Term Nevada**  
**1 Year** Not Applicable  
**2 Year** Not Applicable  
**3 Year** Not Applicable

**Term Michigan, Illinois, Wisconsin, Indiana & Ohio**  
**1 Year** Not Applicable  
**2 Year** Not Applicable  
**3 Year** Not Applicable

The MAC and term commitment selected above must match those selected in Section 2. Otherwise, the rates selected above shall be void and the applicable rates shall be those listed in the applicable Tariffs.

<b><i>For internal use only</i></b>	
Billing Telephone Number for Existing service, if applicable:	( ) -
Program Code:	

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