



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

| Customer | AT&T |
|--|---|
| Webb County Street Address: 1000 HOUSTON ST STE 304 City: LAREDO State/Province: TX Zip Code: 780408017 Country: United States | AT&T Corp. |
| Customer Contact (for Notices) | AT&T Contact (for Notices) |
| Name: Gus Ornelas Title: Systems Administrator Street Address: 1000 HOUSTON ST STE 304 City: LAREDO State/Province: TX Zip Code: 78040 Country: United States Telephone: 9565234893 Email: gornelas@webbcountytx.gov | Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <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 checked="" type="checkbox"/> | |
| Name: Charles Barker Company Name: NetSpark IP & Telecom Inc. (U) Agent Street Address: 3129 College St Suite 300 City: Beaumont State: TX Zip Code: 77701 Country: United States Telephone: 4043457080 Fax: Email: charles.barker@netsparktelecom.com Agent Code: 42393 | |

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
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| 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 | 36 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 |
|----------------------------------|------|

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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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 | 20.00% |
| 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% | Not available |

| 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 | 63.33% | Not available |
| Telephone Number Charge | MRC, per Number | 50.00% | Not Available |

* This charge is waived for all AT&T Voice DNA Sites.

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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 | 60.00% | Not available |
| Calling Plan Charge | MRC, per Concurrent Call | 84.30% | Not available |
| Telephone Number Charge | MRC, per Number | 50.00% | 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 | 56.00% |
| AT&T IPTF Calling Charge – US Intrastate | Usage | 56.00% |
| 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% |
| Routing Arrangement (APN) Charge | MRC, per Site | 20.00% |

III. 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% |

IV. 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) | 0.00% |

| 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% |

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| | | |
|---|----------------------------------|---------|
| 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 | 0.00% |
| 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% |

V. AT&T Voice DNA®

Table G: AT&T Remote Worker/Remote Site

| Item | Type of Charge | Discount |
|---|----------------|----------|
| Home Office Router with QoS (AT&T NetGate Standard) | MRC, per Site | 20.00% |
| Small Office Router with QoS (AT&T NetGate High End) | MRC, per Site | 20.00% |
| Small Office Router with QoS and Single Voice Tunnel (AT&T NetGate High End or Cisco) | MRC, per Site | 20.00% |

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