TRADING PARTNER AGREEMENT

THIS TRADING PARTNER AGREEMENT ("Agreement") between the AT&T Inc. owned ILECs: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed above) ("AT&T"), and <<txtCXRLegal>>("Trading Partner") shall be effective ten (10) calendar days after both Parties' final authorizing signatures have been affixed to this Agreement (the "Effective Date").

WHEREAS, AT&T maintains certain information, applications and databases ("Information") that are confidential and proprietary information. AT&T desires to permit Trading Partner to access such Information via a private line connection to AT&T's wide area network and/or public networks adhering to TCP/IP protocols ("Electronic Access"), and Trading Partner desires to access such databases.

WHEREAS, AT&T and Trading Partner further desire to enter into various transactions and create binding contractual obligations ("Transactions") through the electronic transmission and receipt of business and contractual documents and otherwise communicate via Electronic Access.

WHEREAS, to facilitate secure access to such Information and to secure such Transactions and communications, AT&T will require a User Identification (User ID) and Password for access.

WHEREAS, the Trading Partner desires to obtain such User ID and Password to authenticate itself for purposes of accessing Information, conducting Transactions, and communicating with AT&T.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1.0 Introduction

1.1 This Agreement is composed of the foregoing recitals, the terms and conditions, contained within, along with any Exhibits, all of which are hereby incorporated within this Agreement by this reference and constitute a part of this Agreement.

1.2 This Agreement sets forth terms and conditions for nondiscriminatory access to Information by Trading Partner for Transactions pre-authorized by AT&T. Trading Partner represents and covenants that it will only use Information pursuant to this Agreement for activities related to Transactions.

2.0 Definitions of Terms

2.1 "Accept a User ID" means to manifest approval of the contents of a User ID and the terms and conditions of this Agreement.

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2.2 "User Identification (User ID)" means a computer-based record that (a) identifies AT&T as the Access Authority issuing it, (b) identifies a Trading Partner employee as the Trading Partner, (c) contains the User ID and password of Trading Partner's employee. User ID will be issued to Trading Partner or Trading Partner authorized affiliate.

2.3 "Revoke a User ID" means to make a User ID ineffective permanently from a specified time forward.

3.0 General Provisions

3.1 AT&T will provide Electronic Access to Information via Transactions. AT&T will follow industry guidelines in the development of these Transactions.

3.2 AT&T will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle Transactions. Documentation may be amended by AT&T in its sole discretion from time to time.

3.3 AT&T's Transactions are designed to accommodate requests for both current and projected demands of Trading Partner and other Trading Partners in the aggregate.

3.4 Trading Partner shall advise AT&T no less than seven (7) Business Days in advance of any anticipated Transaction volumes above Trading Partner's normal average daily Transactions.

3.5 It is the sole responsibility of Trading Partner to obtain the technical capability to access and utilize AT&T's Transactions.

3.6 Trading Partner must access the AT&T Transactions as indicated in the connectivity specifications and methods as provided by AT&T.

3.7 Trading Partner will also provide a single point of contact for technical issues related to Trading Partner's use of AT&T's Electronic Access.

3.8 Due to enhancements and on-going development of Electronic Access and Transactions, certain Information and/or Transactions may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement by AT&T. AT&T shall provide notice of such modifications.

3.9 Proper Use of Electronic Access

3.9.1 Trading Partner shall use AT&T Electronic Access, as described herein, exclusively for the purposes specifically provided herein. In addition, Trading Partner agrees that such use will comply with AT&T's Data Connection Security Requirements as identified in Section 11 of this Agreement. Failure to comply with the requirements of this Agreement, including such security guidelines, may result in forfeiture of Electronic Access. In addition, Trading Partner shall be responsible for and indemnifies AT&T against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T's Electronic Access and/or Transactions from Trading Partner systems, workstations or terminals or by Trading Partner employees, agents, or any Third Party gaining access

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through information and/or facilities obtained from or utilized by Trading Partner and shall pay AT&T for any and all damages caused by such unauthorized entry.

3.9.2 By using Electronic Access, Trading Partner agrees to perform accurate and correct Transactions. Trading Partner is also responsible for all actions of its employees using Electronic Access. As such, Trading Partner agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T caused by any and all inaccurate Transactions, if such costs are not already recovered through other charges assessed by AT&T to Trading Partner. In addition, Trading Partner agrees to indemnify and hold AT&T harmless against any claim made by Trading Partner or third-parties against AT&T caused by or related to Trading Partner's Electronic Access.

3.9.3 In the event AT&T has good cause to believe that Trading Partner has used Electronic Access and/or Transactions in a way that conflicts with this Agreement or Applicable Law, AT&T shall give Trading Partner written Notice describing the alleged misuse ("Notice of Misuse"). Trading Partner shall immediately refrain from the alleged misuse until such time that Trading Partner responds in writing to the Notice of Misuse, which Trading Partner shall provide to AT&T within twenty (20) calendar days after receipt of the Notice of Misuse. In the event Trading Partner agrees with the allegation of misuse, Trading Partner shall refrain from the alleged misuse during the term of this Agreement.

3.9.4 In the event Trading Partner does not respond to the Notice of Misuse or does not agree that the Trading Partner's use of Electronic Access and/or Transactions is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.9.4.1 If such misuse involves improper Electronic Access or involves a violation of the security guidelines contained herein, or negatively affects another Trading Partner's Electronic Access, Trading Partner shall continue to refrain from using the Electronic Access and/or Transactions in the manner alleged by AT&T to be improper, until Trading Partner has implemented a mutually agreeable remedy to the alleged misuse.

3.9.4.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

3.10 In order to determine whether Trading Partner has engaged in the alleged misuse described in the Notice of Misuse, AT&T shall have the right to conduct an audit of Trading Partner's use of Electronic Access and Transactions. Such audit shall be limited to auditing those aspects of Trading Partner's use of the Electronic Access and Transactions that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T shall give ten (10) calendar days advance written Notice of its intent to audit Trading Partner ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), Trading Partner shall provide AT&T with access to the requested information in any reasonably requested format, at an appropriate Trading Partner location, unless otherwise mutually agreed to. The audit shall be at AT&T's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking

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such information confidential. AT&T agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T. If Trading Partner fails to cooperate in the audit, AT&T reserves the right to terminate Trading Partner's Electronic Access.

4. Access

4.1. Subject to the terms and conditions of this Agreement and Trading Partner being issued and accepting a new User ID or a pre-existing User ID, AT&T hereby grants Trading Partner the right and license to access certain AT&T Information, to conduct certain Transactions, and to otherwise communicate with AT&T via Electronic Access.

5. User ID

5.1. Before AT&T will permit certain Trading Partner to access AT&T Information, to conduct Transactions, and to otherwise communicate with AT&T, Trading Partner must obtain a User ID and Password from AT&T for each employee who will access Information, conduct Transactions, or communicate with AT&T via Electronic Access following the process described generally below.

6. Application for User ID

6.1. Trading Partner shall apply for User IDs by following the guidelines/documentation outlined for the specific application Trading Partner will be using.

7. Issuance

7.1. AT&T shall examine a User ID Request within a reasonable time. If AT&T, exercising its sole discretion, finds the User ID Request to be in good order, AT&T shall issue a User ID. AT&T may refuse to issue or revoke a User ID for any reason without incurring liability for any loss arising out of such refusal. Upon approval or rejection, Trading Partner shall be notified in accordance with the procedures documented for the applications(s) requested.

8. Acceptance

8.1. Trading Partner is deemed to have accepted each User ID it obtains upon using the User ID from AT&T. Trading Partner is deemed to accept an existing User ID if it continues the use of that existing User ID. A User ID shall not be valid until both issued and accepted following the date of becoming a Trading Partner.

9. Operational Period

9.1. Unless earlier revoked, a valid User ID may be used only during its operational period, which begins on the issuance date of the User ID and expires when User ID is revoked or when this agreement is terminated.

10. Trading Partner Responsibilities

10.1. Trading Partner is responsible for each of the following:

10.1.1. Trading Partner shall safeguard and maintain its User IDs and Passwords in strict secrecy. It is Trading Partner's responsibility to take reasonable security measures to prevent unauthorized access to, disclosure, and use of the User IDs, including revoking User IDs for any personnel no longer authorized/employed by Trading Partner. Trading Partner is responsible for all use of each of Trading Partner's User ID, including unauthorized use by a third party. **TRADING PARTNER MUST NOT ALLOW ANY UNAUTHORIZED THIRD PARTY TO HAVE ACCESS TO ITS USER IDs, AND MUST**

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SAFEGUARD ITS USER IDs FROM LOSS, MODIFICATION, DISCLOSURE, OR COMPROMISE.AT&T HAS NO RESPONSIBILITY FOR PROTECTING TRADING PARTNER'S USER IDs. IN THE EVENT OF ANY COMPROMISE OF ANY USER ID, TRADING PARTNER MUST IMMEDIATELY NOTIFY AT&T. TRADING PARTNER IS RESPONSIBLE FOR ALL USE OF ITS USER IDs.

11. Use Restrictions

11.1. Each User ID is provided by AT&T solely as a means of facilitating access to certain AT&T Information, electronic Transactions, and communications between Trading Partner and AT&T, and Trading Partner shall only use its User ID for these purposes, and only during their operational period.

12. Revocation

12.1. Trading Partner may revoke a User ID at any time upon notice to AT&T provided in writing, by email or by fax from authorized representative of Trading Partner (Site Coordinator, user, etc.). Upon receipt of notice from Trading Partner to Revoke a User ID, AT&T will revoke User ID. AT&T may revoke a User ID without advance notice at any time during the User ID's operational period if: (a) Trading Partner requests revocation in the manner specified above; (b) Trading Partner violates any provision of this Agreement; (c) AT&T in its sole discretion, believes that any of Trading Partner's User IDs may have been lost or otherwise compromised or other security threats exist; or (d) this Agreement terminates. Trading Partner shall be notified if a Trading Partner User ID is revoked. Once revoked, a User ID cannot be used or reinstated, and Trading Partner must submit a new User ID Request in accordance with the documentation provided.

13. Equipment

13.1. Except as expressly provided herein, Trading Partner must provide and maintain at its own expense all computers, communications channels and other hardware, software and services that are necessary for Trading Partner to communicate with AT&T via Electronic Access.

14. Data Connection Security Requirements

14.1. This Agreement incorporates Data Connection Security Requirements by reference, as posted on AT&T Prime Access, as they may be amended from time to time at the discretion of AT&T, and for those listed responsibilities to control in the event of any conflict between the responsibilities and the TPA.

15. Confidentiality

15.1. Confidential Information

15.1.1. "Confidential Information" means any confidential, trade secret or other proprietary information disclosed by AT&T to Trading Partner under this Agreement, except information that: (a) is public knowledge at the time of disclosure, (b) was known by the Trading Partner before disclosure by AT&T without being subject to a nondisclosure obligation, or becomes public knowledge or otherwise known to the Trading Partner after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the Trading Partner by persons without access to Confidential Information of the other party. Confidential Information will include, without limitation, new or pre-existing User IDs issued to Trading Partner.

15.2. Protection of Confidential Information

15.2.1. The Trading Partner shall (a) not disclose the Confidential Information to any third party who is not engaged as an agent for trading partner in the performance under this agreement, (b) not use the Confidential Information in any fashion except for purposes of performing this Agreement, (c) by

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instructions or otherwise, advise its employees, agents, and independent contractors who are engaged in the performance of this Agreement or the access of AT&T's databases of the confidential nature of the Confidential Information of AT&T. Trading Partner acknowledges that breach of this Section 12 will cause irreparable harm to AT&T entitling AT&T to injunctive relief, among other remedies.

15.3. Mutual Cooperation

15.3.1. Trading Partner will notify and cooperate with AT&T in enforcing AT&T's rights if Trading Partner becomes aware of a threatened or actual violation of AT&T's confidentiality requirements by a third party. Upon reasonable request by AT&T, Trading Partner will provide copies of the confidentiality agreements entered into with its agents or independent contractors.

15.4. Required Disclosure

15.4.1. If Trading Partner is requested or required (the "Requested Party") to disclose any of the Confidential Information of the other pursuant to any judicial or administrative action or proceeding, or any law or regulation, then the Requested Party shall (i) use commercially reasonable efforts to exercise all rights available to the Requested Party to maintain the confidentiality of the Confidential Information and (ii) provide AT&T (the "Protected Party") with prompt notice of such request or requirement. The Protected Party may then either seek appropriate protective relief from all or part of such request or requirement or waive compliance by the Requested Party with the provisions of this Subsection with respect to all or part of such request or requirement. The Requested party shall cooperate with the Protected Party, at the Protected Party's expense, in attempting to obtain any protective relief the Protected party chooses to seek. If, after the Protected Party has had a reasonable opportunity to seek such relief, the Protected Party fails to obtain such relief, and, in the opinion of the Requested Party's counsel, the Requested party believes it is legally compelled to disclose any of the Confidential Information, then the Requested Party may disclose that portion of the Confidential Information which its counsel advises that it is compelled to disclose.

16. Representations and Warranties of Trading Partner

16.1. By Accepting a new or existing User ID, Trading Partner represents and warrants that during the term of this Agreement: (a) the User ID is given to the Trading Partner, and no person (other than trusted employees or agents of Trading Partner) has had or will have access to any User ID; (b) the User ID will only be used in accordance with this Agreement, and will not be used for any other purpose; (c) all information set forth in the User ID Request is true. Trading Partner will immediately notify AT&T if any of its User IDs are compromised or if any information in the User ID is no longer true.

17. Indemnity

17.1. By Accepting a new or existing User ID, Trading Partner agrees to indemnify and hold AT&T, its affiliates, and their agents and contractors harmless from any acts or omissions resulting in liability, any loss or damage, and any suits and expenses of any kind, including reasonable attorney's fees, that AT&T, its affiliates, or their agents or contractors may incur, that are caused by the use or publication of a User ID, and that arise from: (a) a falsehood or misrepresentation of fact by the Trading Partner; (b) breach by Trading Partner of its obligations under this Agreement; or (c) compromise, loss, disclosure, modification or unauthorized use of any of Trading Partner's User IDs.

18. DISCLAIMER

18.1. THE INFORMATION AND ACCESS AUTHORITY AND OTHER SERVICES PROVIDED TO TRADING PARTNER UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. AT&T

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EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION, ANY USER ID, OR ANY SERVICES PROVIDED BY OR THROUGH AT&T IN CONNECTION WITH THE ISSUANCE, MANAGEMENT, REVOCATION, RE-ENROLLMENT, OR ACCESS OF OR TO USER IDS. AT&T MAKES NO WARRANTY THAT THE OPERATION OF AT&T'S WEB SITE WILL BE CONTINUOUS OR ERROR FREE OR THAT THE INFORMATION IS ACCURATE, COMPLETE, OR CURRENT.

19. LIMITATION OF LIABILITY

19.1. AT&T SHALL HAVE NO LIABILITY TO TRADING PARTNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION OR THE LOSS OF PROFITS, SALES OR DATA) ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE OR NON-PERFORMANCE, OF USER IDS OR ANY SERVICES PROVIDED HEREUNDER RELATING TO USER IDS, THE CONDUCT OF TRANSACTIONS, OR AT&T'S CONDUCT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will the aggregate liability of AT&T (whether in contract, tort or otherwise) arising from its performance or nonperformance of obligations under this Agreement exceed $10,000 (ten thousand dollars). Under no circumstances shall AT&T be liable for any injury to Trading Partner or others arising out of use, misuse or reliance upon any User ID issued or generated in connection with this Agreement.

20. Termination and Effect of Termination

20.1. Term

20.1.1. This term of this Agreement shall begin on the date first stated above and shall end on the date this Agreement is terminated as provided in section 20.2.

20.2. Termination

20.2.1. Either party may terminate this Agreement for convenience at any time upon sixty (60) days written notice. Either party may terminate this Agreement: (a) at any time without liability to the other party by giving thirty (30) days written notice if the other party breaches its obligations under this Agreement and fails to cure such breach within the thirty (30) day notice period; or (b) immediately and without notice if (i) the User ID used by Trading Partner is lost, disclosed, or otherwise compromised, (ii) the encryption techniques incorporated in the internet browser used by Trading Partner become substantially more vulnerable as a result of technological or other innovations, (iii) there is any suspected or actual compromise of the security of any of Trading Partner's User IDs or the security of AT&T's services due to Trading Partner's failure to use reasonable means to secure such User IDs, or (iv) upon Trading Partner's change of organizational name.

20.3. Effect of Termination

20.3.1. Upon termination of this Agreement for any reason, Trading Partner's User IDs shall be revoked by AT&T. The sections entitled Representations and Warranties of Trading Partner, Confidentiality, Indemnity, Disclaimer, Limitation of Liability, Effect of Termination, and General shall survive such termination or revocation.

21. General

21.1. Assignment

21.1.1. Trading Partner may not assign this Agreement or its User IDs.

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21.2. Notices

21.2.1. Notices under this Agreement shall be delivered via electronic mail (email).

21.2.2. AT&T communicates official information to Trading Partners via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement, to another representative or point of contact, shall be pursuant to the following method:

21.2.2.1. delivered by electronic mail (email).

21.2.3.

NOTICE CONTACT	TRADING PARTNER CONTACT
NAME/TITLE	<<txtNoticeName>> <<txtNoticeTitle>>
STREET ADDRESS	<<txtNoticeAddress1>>
CITY, STATE, ZIP CODE	<<txtNoticeCity>>, <<cboxNoticeState>> <<txtNoticeZip>>
PHONE NUMBER*	<<txtNoticePhone>>
FACSIMILE NUMBER	<<txtNoticeFax>>
EMAIL ADDRESS	<<txtCXREmail>>

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

21.3. Force Majeure

21.3.1. AT&T shall not be responsible for delays or failure of performance resulting from acts beyond its reasonable control, including without limitation, acts of God, labor disputes, telecommunications failure, riots, and earthquakes.

21.4. No Waiver

21.4.1. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.

21.5. Severability

21.5.1. The unenforceability of any provision of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties.

21.6. Governing Law

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21.6.1. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be adjudicated by the federal or state courts sitting in Dallas, Texas, USA, and the parties hereby consent to the jurisdiction and venue of such courts.

21.7. Entire Agreement

21.7.1. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject of this Agreement. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

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