

**INTERCONNECTION AGREEMENT
BETWEEN INCUMBENT LOCAL EXCHANGE CARRIERS**

This Reciprocal Compensation Agreement ("Agreement") is effective as of the 1st day of July, 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 North Orleans, Floor 3, Chicago, Illinois, on behalf of Ameritech Michigan ("Ameritech") and GTE North Incorporated, a Wisconsin corporation, and Contel of the South, Inc., a Georgia corporation, (collectively "GTE"), with offices at 600 Hidden Ridge Drive, Irving, Texas, 75038. Ameritech and GTE are referred to herein individually as "Party" and collectively as the "Parties." This Agreement covers services in the state of Michigan.

WHEREAS, the Parties currently interconnect their networks at mutually agreed upon points so as to complete Local Traffic (as defined below) between certain Exchanges of Ameritech and certain Exchanges of GTE;

WHEREAS, the Parties wish to put into place an arrangement for the mutual, reciprocal compensation relating to the termination of such Local Traffic, which arrangement is intended to supersede previous arrangements between the Parties relating to the termination of such Local Traffic; and

WHEREAS, the Parties wish to put into place such other arrangements as identified herein to allow for the exchange of traffic between the Parties.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ameritech and GTE hereby agree as follows:

1. DEFINITIONS

- 1.01 "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996.
- 1.02 "Affiliate" is As Defined in the Act.
- 1.03 "As Defined in the Act" means as specifically defined by the Act.
- 1.04 "Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.
- 1.05 "Commission" means the applicable state regulatory commission.

- 1.06 "Exchange Access Service", as used in this Agreement, shall mean the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services, as defined by the various state and federal regulatory bodies.
- 1.07 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.
- 1.08 "Information Service" is As Defined in the Act.
- 1.09 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.
- 1.10 "Local Exchange Carrier " or "LEC" is As Defined in the Act.
- 1.11 "Local Traffic" means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the scope of GTE's and Ameritech's then current local serving area, including mandatory local calling scope arrangements, as described in maps, tariffs, or rule schedules filed with and ordered by the Commission. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee) referred to hereafter as "optional EAS".
- 1.12 "NPA" means the three (3) digit number (commonly referred to as the area code) followed by the three (3) digit NXX code and the four (4) digit line number within the ten (10) digit format for telephone numbers.
- 1.13 "NXX" means the three (3) digit code which appears as the first three (3) digits of a seven (7) digit telephone number.
- 1.14 "Telecommunications Carrier", is As Defined in the Act.
- 1.15 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 1.16 "Transit Service", as used in this Agreement, shall mean the provision of Service as described in Section 4.0 of this Agreement.
- 1.17 "Transport" means the transmission and any necessary tandem switching of Local Traffic from the interconnection point, or meet point, between the Parties to the terminating carrier's end office switch that directly serves the called party.

2.0 INTERPRETATION AND CONSTRUCTION

- 2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, or GTE or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

3.0 EXCHANGE AREA SERVICE ARRANGEMENTS

- 3.1 Subject to the limitations set forth below, Ameritech shall compensate GTE for the Transport and Termination of Local Traffic originated on Ameritech's network by an Ameritech end user, and GTE shall compensate Ameritech for the Transport and Termination of Local Traffic originated on GTE's network by GTE's end user. Each Party will bill the other Party for reciprocal compensation. The rates for this reciprocal compensation are set forth in the Pricing Schedule, Exhibit 1. The applicable rates set forth in Exhibit 1 are "interim rates" and shall be superseded by the rates, as set forth in Section 3.3. Reciprocal compensation shall not be paid on traffic terminated to Information Service providers, including Internet providers.
- 3.2 The Parties agree to compensate each other for local call transport as follows:
- 3.2.1 For only those routes that existed on the Effective Date of this Agreement and for which the meet point of the Parties' networks are agreed to by the Parties, the Parties agree that each Party shall bear the costs of their own transport from the meet point to the initial point of switching, for the term of this Agreement.
- 3.2.2 For any transport provided after the initial point of switching, each Party will bill the other Party pursuant to the applicable rates set forth in the Pricing Schedule, Exhibit 1.
- 3.3 The rates for transport and termination of Local Traffic as set forth initially in the Pricing Schedule, Exhibit 1, will remain in effect only until such time as both Parties have final, non-appealable, Commission-approved local transport and

termination rates, and such final rates shall replace the initial rates. The final rates will be subject to change resulting from future Commission or arbitration proceedings between the Parties, a proceeding to establish a competitively neutral universal service system, any appeal or applicable litigation, including but not limited to any generic proceeding to determine either Party's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar costs (including end user surcharges)). At the time the approved rates are effective, both Parties shall pay the other Party true-up compensation, such that each Party shall receive the level of compensation it would have received had the Commission-approved rates been in effect since the inception of this Agreement. The true-up, including the payment of the amount due thereunder, shall be completed within forty-five (45) days after the date both Parties' Commission-approved rates become effective.

3.3.1 Each Party shall plan to file its local transport and termination rates with the Commission by January 30, 1998, unless the Commission orders otherwise.

3.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access service. All Switched Exchange Access Service and all intraLATA Toll traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. Ameritech and GTE shall charge the other Party its effective applicable federal and state tariffed switched access rates for the transport and termination of all intraLATA Toll traffic.

4.0 TRANSIT TRAFFIC

4.1 The Parties will provide Transit Service to each other on the terms and conditions set forth in this Section 4.0.

4.2 Definition. Transit Service means the delivery of Local Traffic by Ameritech or GTE originated by the end user of one of the Party's and terminated to a third party LEC, ILEC, or CMRS over the Local Interconnection Trunks.

4.3 Terms and Conditions

4.3.1 Transit service will be provided only at Ameritech's or GTE's tandem switches.

4.3.2 Each Party acknowledges that that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS for the exchange of Transit traffic to and from the other Party.

4.3.3 Each Party acknowledges that the Party providing Transit service has no responsibility to pay any third party LEC, ILEC, or CMRS charges for

termination or origination of any transit traffic. Each Party reserves the right to not pay such charges on behalf of the originating Party.

- 4.4 Payment Terms and Conditions. In addition to the payment terms and conditions contained in other sections of this Agreement, each Party shall compensate the other Party for Transit Service as follows:

4.4.1 The originating Party shall pay the transiting Party for transit traffic that the originating Party delivers over the Local Interconnection trunks to the other Party at the rate specified in the Pricing Schedule, Exhibit 1; and

4.4.2 In those cases in which the transiting Party is required by Commission decision or order to pay any third party LEC, ILEC, or CMRS charges on behalf of the originating Party, the originating Party shall pay to the transiting Party: (i) those additional charges or costs, including any switched access charges, which such terminating third party LEC, ILEC, or CMRS levied on the transiting Party for the delivery or termination of transit traffic; and (ii) the transiting Party's billing and collection costs associated with billing the originating Party for those third party charges.

4.4.3 Neither Party shall default bill the other Party for unidentified traffic terminating to it, unless otherwise provided for in this Agreement.

- 4.5 Billing Records and Exchange of Data. All networks transporting transit traffic will deliver each call to the other Party's network with SS7 CCIS and the appropriate Transactional Capabilities Application PART (TCAP) message in order to facilitate full interoperability and billing functions, unless the switch of the transiting Party is not technically capable of recording actual terminating minutes of use. To the extent that the industry adopts standard record formats and procedures for originating or terminating transit calls, both Parties will use reasonable efforts to comply with the industry standards to exchange records..

5.0 PHYSICAL INTERCONNECTION

- 5.1 The Parties will interconnect their facilities at the agreed upon meet points within the Exchanges listed and described in Exhibit 2. Exhibit 2 may be updated from time to time as EAS is expanded or decreased as ordered by the Commission.

- 5.2 The Parties shall jointly engineer and configure Local trunks over the physical interconnection facilities as follows:

5.2.1 Each Party shall configure either a one (1) way or two (2) way trunk group as a direct transmission path between the two Parties.

- 5.2.2 If the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days of such occurrence, provide augmentation to the existing trunk group or establish a new direct trunk group to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in this Agreement.
- 5.2.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- 5.2.4 Each Party shall ensure that each Tandem connection permits the completion of all traffic to all End Offices which sub-tend that Tandem Switch. To avoid switching at more than one tandem switch, each Party shall establish and maintain separate trunk groups and facilities connected to each Tandem of the other Party for termination of Local Traffic. Where a Tandem Switch also provides End Office functionality, interconnection by a Party at that Tandem Switch shall provide access to that Tandem's End Office functionality.
- 5.2.5 Each Party shall, upon request of the other Party, provision within thirty (30) days of such request, additional trunks, if necessary, for use in the pre-existing interconnection arrangement, provided that neither Party can require the other Party to build or put in unnecessary trunks.
- 5.3 The network switches of both Parties involved in the provision of Local Traffic shall be managed in accordance with the applicable industry/Bellcore standards. The acceptable service levels for Local Interconnection Service and the criteria for applying protective controls in conjunction with EAS service will be administered in the same manner as the network management for Exchange Access Services.
- 5.4 Based on the physical architecture and Reciprocal Compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining physical facilities and logical trunking at its own expense, on its side of the common physical meet point of each interconnection to provide for the transmission, routing and termination of Local Traffic consistent with the standards set forth in this Agreement.
- 6.0 **MEASUREMENT OF TELEPHONE EXCHANGE SERVICE**
- 6.1 Because the Parties have already been exchanging traffic over the EAS areas pursuant to Commission order, the Parties agree that reciprocal compensation will be paid between the Parties based on the traffic studies that are conducted under the terms and conditions contained in Exhibit 3; provided however that traffic studies will only be used in those EAS areas that are not capable of recording

actual terminating conversation minutes of use (MOU). Traffic studies will be used by both Parties, only until such time as SS7 signaling capability and/or recording of actual terminating conversation MOU is available to either Party. At the time that SS7 signaling capability and/or recording of actual terminating conversation MOU is available to a Party, that Party may bill reciprocal compensation to the other Party based on the recorded information; however, the other Party may continue to bill terminating Local Traffic based on the use of traffic studies or other agreed upon methods.

- 6.2 Parties will make best efforts to establish SS7 signaling capability and/or recording of actual terminating conversation MOU in the switches used for interconnection between the Parties. Upon written request, one Party will provide the other Party with the necessary information to enable that Party to establish the recording and billing of actual terminating conversation MOU. This information may include, but may not be limited to, Carrier Identification Code (CIC) and Access Customer Name Abbreviation (ACNA) information.
- 6.3 Local Traffic/IntraLATA Toll. For those trunks existing as of the Effective Date of this Agreement which combine Local and IntraLATA Toll traffic, both Parties agree to use Percent Local Usage (PLU) factors to determine the amount of Local Traffic carried on the trunks. The Party originating the Local and IntraLATA Toll traffic will provide its PLU to the terminating Party, so that the terminating Party call bill the originating Party.
- 6.4 New Local Trunks. For new EAS routes established between the Parties after the Effective Date, both Parties agree that intraLATA Toll traffic will not be combined on trunks that carry Local Traffic, unless those trunks have SS7 signaling capability and/or actual conversation MOU recording capabilities that is sufficient to identify Local Traffic from intraLATA Toll traffic. Upon thirty (30) days written notice that SS7 capability and measurement capabilities are available, the Party may use the trunks groups for combined Local and IntraLATA Toll traffic and bill the originating carrier the applicable rates for each type of call.
- 6.5 SS7 Signaling. Where available, the Parties will use Common Channel Interoffice Signaling (CCIS) to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties. Each Party shall charge the other Party rates for CCIS signaling at the rates set forth in their respective tariffs.
- 6.5.1 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a

third party provider which is connected to the other Party's signaling network. The Parties shall establish interconnection at the STP.

6.5.2 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between the respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its customers. All CCIS parameters will be provided including CPN, Originating Line Information (OLI), calling party category and charge number.

6.5.3 Where available, and upon mutual agreement, each Party shall cooperate to ensure that its trunk groups are configured using the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

6.5.4 For billing purposes, each Party shall pass Calling Party Number (CPN) on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a consecutive two (2) month billing period, then either Party may require that separate trunks groups for Local Traffic and IntraLATA Toll Traffic be established.

If both Parties participate in an IntraLATA Toll settlement arrangement, this Section 6.5.4 shall not apply, except that if either Party fails to pass CPN on at least 90% of the traffic on a combined Local/IntraLATA Toll trunk group in a consecutive 2 month period, the Parties agree to review the applicable PLU, and if necessary, may agree to change the PLU until the loss of CPN is corrected.

6.5.5 Measurement of Telecommunications traffic billed hereunder shall be (i) in conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable with applicable tariffs for all other types of Telecommunications traffic.

7.0 TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date, and shall continue in full force and effect for a minimum term of two (2) years after the Effective Date. The effectiveness of this Agreement shall continue thereafter, on a year to year basis,

unless and until terminated by either Party by ninety (90) days prior written notice to the other Party. In the event, notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) days after such notice is received, provided that in no case shall the term be extended beyond ninety (90) calendar days after the end of the current term.

- 7.2 When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), the Party shall provide written notice to the Defaulting Party of the violation prior to commencing the Negotiation procedures contained in **Section 13.1** of the Dispute Resolution procedures. The procedures in **Section 13.1** shall then be used to resolve such violation.
- 7.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting notifies the Defaulting Party in writing of the alleged default and that the Defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof; and provided that the Dispute Resolution procedures set forth in **Section 13.0** have been used. In addition to the failure to comply with a material term or condition of this Agreement, Default includes, a Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party.
- 7.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party, if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement with respect to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 7.5 Liability Upon Termination. Termination of this Agreement, or any part, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

8.0 PAYMENT TERMS AND CONDITIONS

- 8.1 The Parties will bill each other for services provided under this Agreement, including all applicable taxes and surcharges. To the extent it is applicable and available, billing information will be provided to the other Party in conformance with the MECAB and MECOD guidelines.

- 8.2 Both Ameritech and GTE shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Past due amounts shall be assessed a late payment charge in the amount of 0.000493 percent per day (annual percentage rate of eighteen percent 18%) compounded daily, or the highest rate allowed by law, whichever is lower.
- 8.2 If in good faith either Party disputes any portion of the billing statement, the disputing Party shall inform the other party in writing of the disputed amount(s) and the reason for the dispute, within sixty (60) days from the date of the invoice. "Post payment disputed amounts" shall also be declared in writing to the other Party subsequent to the payment and receipt of funds applicable to the disputed portion of any statement. Parties will have sixty (60) days from the date the disputing Party identified the dispute in writing to resolve the dispute. Such disputed amounts or post payment disputed amounts shall be payable by the fifteenth (15th) day from the date of resolving the dispute. In the event a dispute cannot be resolved between the Parties as set forth above, it shall be resolved through the procedure described in **Section 13.0, Dispute Resolution and Escalation**.
- 8.3 Neither Ameritech nor GTE shall offset or "net" any amounts due hereunder against any other amount owed by Ameritech or GTE to each other.
- 8.4 No more than once per year, either Party may perform an audit of the books and records used to bill for the services provided hereunder, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) business days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Such audit shall be conducted by an independent auditor acceptable to both Parties.
- 8.4.1 If an independent auditor confirms any instances of misclassification of Local Traffic and/or misreporting of Local Traffic of twenty percent (20%) or more, then the Party misclassifying and/or misreporting shall within thirty (30) days of the completion of the audit compensate the other Party at the proper rate for all such misclassified and/or misreported traffic, together with interest unless either Party disputes the audit results, at which time the Parties agree to follow the Dispute Resolution Procedures in **Section 13.0**.
- 8.4.2 Any adjustments or corrections identified by the audit of data furnished by the audited Party shall be limited to the twelve (12) months preceding the date of the audit.

9.0 **SEVERABILITY**

- 9.1 **Severability.** If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
- 9.2 **Non-Contravention of Laws.** Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

10.0 **INDEMNIFICATION**

- 10.1 **General Indemnification Rights.** Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees, and permitted assignees (collectively the "Indemnified Party") and hold such Indemnified Party harmless against
- 10.1.1 Any Losses (including but not limited to claims, damages, injuries, liabilities, expenses, and reasonable attorneys fees, collectively "Losses") to a third person for invasion of privacy, personal injury to or death of any person(s), or for losses, damages, or destruction of property, whether or not owned by others, proximately cause by: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors, regardless of the form of action; provided however that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing the duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

10.1.2 Any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("**Claims**"), claims for defamation, libel, slander, invasion of privacy, infringement of Intellectual Property rights, or any other injury to any third person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;

10.1.3 Any Losses from Claims, or any liability whatsoever, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from the services provided under this Agreement. Under this subsection, each Party further agrees to defend and indemnify any third party provider or operator of facilities involved in the provision of services.

10.1.4 Any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification. Neither Party shall have any obligation to acquire any license or right for the benefit of the other Party.

10.2 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Section 10.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct

the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 14.0.

11.0 LIMITATION OF LIABILITY/DISCLAIMER OF WARRANTIES

- 11.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such Parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.
- 11.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations shall be limited to, that portion of the resulting expense caused by its negligence or willful misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors, or other persons acting in concert with it.
- 11.3 Limitation of Damages. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of its performance of this Agreement, except for willful or intentional misconduct, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

11.4 Consequential Damages. In no event shall either Party have any liability whatsoever to or through the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability to the other for willful or intentional misconduct.

11.5 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

12.0 REGULATORY FILING

12.1 Filing with the Commission. The Parties understand and agree that this Agreement will be filed with the Commission. Each Party agrees to fully support this Agreement before the Commission without modification; provided however that each Party may exercise its right to judicial review or any other available remedy at law or equity. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

12.2 Reservation of Rights. In the event of any revision of any amendment of the Act, any applicable Commission order or applicable arbitration award, either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms, and conditions of each such amendment relating to any of the provisions of this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis, including the right to seek a surcharge before the applicable regulatory authority.

- 12.3 Regulatory Changes. If any final nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on sixty (60) days' written notice (delivered not later than sixty (60) days following the date on which such action has become legally binding and has otherwise become final and appealable), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided however that such affected provisions shall not affect the validity of the remainder of this Agreement. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

13.0 DISPUTE ESCALATION AND RESOLUTION

- 13.1 Negotiations. Except as otherwise provided herein, any dispute, controversy, or claim (individually and collectively a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 13.1**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party will be honored. If the Parties are unable to resolve issues related to a Dispute within sixty (60) days after the Parties' appointment of designated representatives as set forth above, the Parties shall attempt in good faith to address any default or resolve any Dispute either through mutually agreed upon arbitration as set forth below or according to the applicable rules, guidelines or regulations of the Commission; provided however, a Party may pursue all available remedies in the event that there is no resolution of the Dispute pursuant to this **Section 13.1**.
- 13.2 Equitable Relief. Notwithstanding the foregoing, this Section shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Party will continue to participate in good faith in the dispute resolution procedures described in this **Section 13.1**.
- 13.3 Arbitration. If the Negotiation procedures set forth in **Section 13.1** are unsuccessful, then both Parties may mutually agree to submit to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the

American Arbitration Association, provided however, that either Party can refuse to enter into arbitration under this **Section 13.3** for any reason. If arbitration is mutually agreed to then it shall be conducted in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this Section. Each Party shall submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demand to produce documents, or requests for admission. Each Party is entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement. The arbitration shall be held in a mutually agreed upon city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) business days after the close of the hearings.

13.3.1 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

13.4 Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any GTE end user or Ameritech end user.

14.0 **PROPRIETARY INFORMATION**

14.1 Definition of Proprietary Information

14.1.1 **"Proprietary Information"** means:

- (a) all proprietary or confidential information of a Party (a **"Disclosing Party"**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a **"Receiving Party"**) pursuant to this Agreement and, if written or in other tangible form, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; and

- (b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").

14.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "confidential," "proprietary," or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

14.3 Notwithstanding the requirements of this Section 14.0, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "**Proprietary Information**" of each Party.

14.4 Disclosure and Use.

14.4.1 Each Receiving Party agrees that from and after the Effective Date:

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents ("**Representatives**") in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;

- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement, provided however that unless the Affiliate is Ameritech Corporation, Ameritech Services, Inc., Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio or Ameritech Wisconsin; or GTE South Incorporated, GTE North Incorporated, or GTE Service Corporation, each Party shall provide the other with prior written notification if such Proprietary Information is disclosed to an Affiliate; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

14.4.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement: provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such Representative's obligation to comply with this Agreement, and such Representative shall agree to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its best efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

14.4.3 Proprietary Information shall not be reproduced by any Receiving Party or its Representatives in any form except to the extent (i) necessary to comply with the provisions of Section 14.0 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

14.4.4 This Section 14.0 shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of an unauthorized disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party, without restriction on disclosure, from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable law; provided that such production or disclosure shall have been made in accordance with **Section 14.0**.

14.5 **Government Disclosure.**

14.5.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief of other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

14.5.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this **Section 14.0** with respect to all or part of such requirement.

14.5.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this **Section 14.0**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

14.6 **Ownership.**

14.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

14.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

14.6.3 The Receiving Party may at any time either return to the Disclosing Party or destroy Proprietary Information.

14.6.4 If destroyed, all copies shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

15. **MISCELLANEOUS**

- 15.1 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.
- 15.2 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that no equipment, facilities or services provided to the other Party under this Agreement shall be in violation of CALEA. With respect to the failure of either Party to comply with CALEA, each Party shall hold the other Party harmless from any and all penalties imposed upon the other Party pursuant to CALEA and shall at its sole cost and expense, modify or replace any equipment, facilities or services provided under this Agreement to ensure that such equipment, facilities and services do not violate CALEA.
- 15.3 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 15.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.
- 15.5 Taxes. Each Party purchasing services hereunder shall pay to the providing Party or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), and directly relating to the services purchased under this Agreement. In no event shall a Party purchasing services be responsible for the payment of any tax or fee on the providing Party's corporate existence, status, income, or property. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be subject to a resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate

will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party be reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

- 15.6 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate by providing prior written notice to the other Party of such assignment or transfer. Any attempted or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 15.7 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 15.8 Notices. Notices given by one Party to the other under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

For Ameritech:

Director-Contract Development/Administration
Ameritech Information Industry Services
350 North Orleans Street, Floor 3
Chicago, Illinois 60654

For GTE:

GTE North - Michigan
State Director - External Affairs
860 Terrace Street
Muskegon, Michigan 49443

GTE North - Michigan
AVP Associate General Counsel
100 Executive Drive
Manion, Ohio 43302

GTE Telephone Operations
Mr. Thomas Parker
AVP Associate General Counsel
600 Hidden Ridge
Irving, Texas 75038

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (a) the date of actual receipt, (b) the next business day when notice is sent via express mail or personal delivery, (c) three (3) days after mailing in the case of first class or certified U.S. mail, or (d) on the date set forth in the confirmation in the case of a telecopy.

15.9 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, **Sections 10.0 (Indemnification) and 14.0 (Confidentiality)**.

15.10 No Inferences of Work Product. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and their respective counsel, shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

15.11 Publicity. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters, or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

15.12 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative

or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligations of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

- 15.14 Superseding Agreement. This Agreement shall cancel and supersede all previous settlement and/or compensation terms and conditions between the Parties and/or their predecessors relating to the provision of Local Traffic pursuant to this Agreement.
- 15.15 Except as otherwise contained herein, nothing in this Agreement shall be construed as granting to either Party any collocation arrangements through either physical or virtual collocation (Collocation), any access to any unbundled network elements (Unbundled Network Elements), or access to operational support systems (OSS Access), and nothing herein shall be construed as waiving or limiting in any way any rights available to either Party under the Act with respect to Collocation, Unbundled Access, OSS Access or other matters, including but not limited to, ancillary services such as access to poles/ducts/conduits, rights-of-way, toll services, and LIDB. The Parties reserve the right to negotiate such matters in separate agreements.
- 15.16 Authorization. Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as an agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- GTE, is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and the State of Georgia. GTE has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.
- 15.17 Entire Agreement. The terms contained in this Agreement and any exhibits referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations,

acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

Attached and incorporated herein are the following:

Exhibit 1	Rates for Extended Area Service (EAS)
Exhibit 2	Extended Area Service Exchanges
Exhibit 3	Traffic Studies

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of June 1997.

GTE North Incorporated
and Contel of the South, Inc.

Ameritech Information
Industry Services, a division of
Ameritech Services, Inc.,
on behalf of Ameritech Michigan

By: [Signature]
Printed: Larry J. Sparrow
Title: President - Wholesale Markets
Date: 6/26/97

By: A. Raymond Thomas
Printed: A. Raymond Thomas
Title: VICE PRES. SENT-SALES
Date: 6/27/97

APPROVED AS TO FORM BY
LEGAL DEPARTMENT

[Signature]

Approved
as to form
6/27/97
Barbara J. Kern
Law Dept.

APPROVED

722 6/27/97
V.P. FINANCE

Pricing Schedule

Ameritech Michigan Rates

<u>End Office Integration/Reciprocal Compensation</u>		<u>Rates</u>
End Office Local Termination	\$	0.003637 per minute of use
Tandem Switching	\$	0.001013 per minute of use
Tandem Transport Term,	\$	0.000322 per minute of use
Tandem Transport Facility Mileage	\$	0.000008 per minute of use
Dedicated/Shared Transport DS1 CMT	\$	23.34 per termination
Dedicated/Shared Transport DS1 CM	\$	2.42 per mile
Dedicated/Shared Transport DS3 CMT	\$	168.04 per termination
Dedicated/Shared Transport DS3 CM	\$	27.30 per mile
 <u>Transit Service</u>		
Transit Switching	\$	0.004853 per minute of use
Transit Transport Termination	\$	0.000305 per minute of use
Transit Transport Facility Mileage	\$	0.000008 per mile per minute of use

GTE Michigan Rates

Termination Local Switching, per minute of use	\$ 0.0056700
--	--------------

Tandem Switching, per minute of use	\$0.0014228
-------------------------------------	-------------

Common Transport:

Facility, per mile per minute of use	\$0.0000025
--------------------------------------	-------------

Termination, per minute of use	\$0.0000930
--------------------------------	-------------

Dedicated Transport:

DS1, Entrance Facility, per facility	\$237.17
--------------------------------------	----------

DS1, Termination, per facility termination	\$36.02
--	---------

DS1, Facility, per facility per mile	\$0.96
--------------------------------------	--------

Extended Area Service Exchanges

AMERITECH EXCHANGE	AMERITECH STATE	GTE EXCHANGE	GTE STATE
ANN ARBOR	MI	SALINE	MI
BAD AXE	MI	ELKTON	MI
BIG RAPIDS	MI	STANWOOD	MI
BYRON	MI	DURAND	MI
CLARKSTON	MI	ORTONVILLE	MI
COMMERCE	MI	MILFORD-WHITE LAKE	MI
FENTON	MI	LINDEN	MI
FLINT	MI	DAVISON	MI
FLINT	MI	LINDEN	MI
FLINT	MI	OTISVILLE	MI
FLINT	MI	RANKIN	MI
FLINT	MI	SWARTZ CREEK	MI
FOWLERVILLE	MI	WEBBERVILLE	MI
FREMONT	MI	HESPERIA	MI
FREMONT	MI	HOLTON	MI
GRAND BLANC	MI	RANKIN	MI
GRAND HAVEN	MI	FRUITPORT	MI
GRAND RAPIDS	MI	CONKLIN	MI
GRAND RAPIDS	MI	COOPERSVILLE	MI
GREENVILLE	MI	SIDNEY	MI
HASTINGS	MI	WOODLAND	MI
HILLSDALE	MI	READING	MI
HOLLAND	MI	HAMILTON	MI
HOLLAND	MI	SAUGATUCK	MI
IONIA	MI	MUIR	MI
IONIA	MI	PALO	MI
JACKSON	MI	GRASS LAKE	MI
JACKSON	MI	PARMA	MI
JACKSON	MI	RIVES JUNCTION	MI
KALAMAZOO	MI	GOBLES	MI
KALAMAZOO	MI	LAWTON	MI
KALAMAZOO	MI	MATTAWAN	MI
KALAMAZOO	MI	PAW PAW	MI
KALAMAZOO	MI	SCHOOLCRAFT	MI
LAKE ODESSA	MI	WOODLAND	MI
LANSING	MI	BATH	MI
LANSING	MI	DE WITT	MI
LANSING	MI	GRAND LEDGE	MI
LANSING	MI	LAINGSBURG	MI
LANSING	MI	WILLIAMSTON	MI

Extended Area Service Exchanges

<u>AMERITECH EXCHANGE</u>	<u>AMERITECH STATE</u>	<u>GTE EXCHANGE</u>	<u>GTE STATE</u>
LAPEER	MI	COLUMBIAVILLE	MI
LAPEER	MI	DRYDEN	MI
LAPEER	MI	METAMORA	MI
LAPEER	MI	NORTH BRANCH	MI
MARNE	MI	CONKLIN	MI
MARNE	MI	COOPERSVILLE	MI
MASON	MI	ONONDAGA	MI
MONROE	MI	IDA	MI
MONROE	MI	MAYBEE	MI
PONTIAC	MI	MILFORD-WHITE L	MI
PONTIAC	MI	ORTONVILLE	MI
PORT HURON	MI	AVOCA	MI
PORT HURON	MI	GOODELLS	MI
PORT HURON	MI	JEDDO	MI
PORT HURON	MI	SMITHS CREEK	MI
SAGINAW	MI	HEMLOCK	MI
SAGINAW	MI	MERRILL	MI
SAINT JOSEPH	MI	BARODA	MI
SAULT STE MARIE	MI	KINROSS	MI
SCOTTVILLE	MI	LUDINGTON	MI
SPARTA	MI	CONKLIN	MI
HOLLAND	OH	LOST PENINSULA	MI
MAUMEE	OH	LOST PENINSULA	MI
PERRYSBURG	OH	LOST PENINSULA	MI
TOLEDO	OH	ERIE	MI
TOLEDO	OH	LAMBERTVILLE	MI
TOLEDO	OH	LOST PENINSULA	MI
TOLEDO	OH	TEMPERANCE	MI
WHITEHOUSE	OH	LOST PENINSULA	MI

EXHIBIT 3

Traffic Studies

1.0 In those exchanges in which, Ameritech or GTE has electronic switching systems in place to switch EAS traffic for their respective exchanges, the Parties will collect representative trunk usage and jointly determine the relative traffic volumes on the associated trunk groups which originate from each Party's exchanges.

2.0 The Parties shall participate in a traffic study pursuant to the terms and conditions outline below, to determine the EAS traffic minutes of use that originate in each Party's Exchange(s) and terminate in the other Party's Exchange(s). The Parties shall use the results of this study to remit compensation as set forth in this Agreement.

3.0 The traffic study may be updated at the request of either Party upon the information or belief that changes in the traffic originating in one Party's Exchange(s) and terminating to the other Party's Exchange(s) warrant such an update. In no case shall a traffic study be performed more frequently than once in a six (6) month period or less frequently than once in any twelve (12) month period.

4.0 Compensation under the traffic studies, shall continue until such time as one Party has the capability to record, process and bill for actual usage terminating to the other Party's Exchange(s) under Section 6.0 in the Agreement.

January, 1989

Page 1 of 6

Contract No. 1330

**LICENSE TO USE MICHIGAN BELL DIRECTORY LISTINGS
FOR THE PROVISION OF HOME NPA DIRECTORY ASSISTANCE**

THIS AGREEMENT, entered into this 9th day of October 1989, by and between MICHIGAN BELL TELEPHONE COMPANY, herein referred to as "MBT", and GTE North Incorporated, herein referred to as "GTE",

W I T N E S S E T H :

WHEREAS, GTE plans to provide operator assisted Home Number Plan Area (HNPA) Directory Assistance for GTE telephone exchange subscribers; and

WHEREAS, GTE wishes to obtain for use in providing operator assisted Directory Assistance, listing data consisting of names, addresses and telephone numbers, excluding non-published telephone numbers, of MBT's subscribers for the Home NPA contained in MBT's Directory Assistance Systems (DAS) database. The license for this listing data is limited solely to the provisioning by GTE of operator assisted Home NPA Directory Assistance for GTE exchange subscribers and those independent LEC exchanges to whom they are currently the local directory assistance provider.

NOW, THEREFORE, it is agreed between the parties as follows:

1. MBT grants to GTE, for the period of one (1) year from the date written above, and thereafter for successive periods of one (1) year until terminated with ninety (90) days' prior written notice by either company, upon the terms and conditions hereinafter set forth, a non-exclusive license to use MBT listing data for purposes of GTE providing operator assisted HNPA Directory Assistance, as listed in Exhibit A attached hereto.

2. The directory assistance listings provided to GTE by MBT shall not contain any non-published telephone number information but will include the associated name and address for these listings. In lieu of non-published telephone numbers, MBT shall continue to provide GTE with Emergency Non-Published Telephone Number Referral Service for the term of this Agreement.

3. The prices of the MBT listing data shall be contained in Exhibit B. In addition, GTE shall be liable for such state, city or federal taxes as may be applicable to the transaction. These prices are subject to change at the discretion of MBT on thirty (30) days' written notice. Billing for said listings and services shall be forwarded to GTE following the execution of this Agreement and will continue on a monthly basis for the term of this Agreement. Payment shall be rendered to MBT no later than thirty (30) days following receipt of billing..

4. The initial load, subsequent reloads of the database, and ongoing daily updates will be provided on machine readable magnetic tapes in "F20" format. This format is subject to change at the discretion of MBT upon the provision of ninety (90) days written notice to GTE. MBT will not supply daily updates on weekends or holidays observed by MBT.

5. The listing data shall not be used by GTE for any purpose other than the provision of operator assisted Home NPA Directory Assistance for GTE exchange subscribers. In the event GTE requests to use the listing data for another purpose, the price of the listings will be renegotiated. Any use by GTE of the listing data for any other purpose without the prior written consent of MBT is a breach of this license agreement. In the event of a breach, MBT may discontinue the provision of listings to GTE. It is expressly understood by the parties that MBT's right to discontinue under the terms of this paragraph is not its exclusive remedy but rather is in addition to any other legal remedies it may have.

6. MBT will provide Independent Company Listings to GTE after receipt of a release signed by the Independent Companies as shown on Exhibit D. The signed releases will be obtained by GTE and forwarded to MBT prior to the release of said listings.

7. The DA listings provided by MBT will meet the established Bellcore DA output file specifications and standards. MBT MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER REGARDING THE CORRECTNESS OF THE LISTINGS PROVIDED TO GTE AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GTE shall indemnify, protect, hold harmless and defend MBT from any claims, demands, damages, actions, causes of action (whether groundless, false, fraudulent or otherwise) or liabilities (including all reasonable costs of defense and attorney's fees) arising out of any claim for damages as a result of the use, or misuse of any information or material contained in the listings provided by MBT or by the failure to furnish listings for any reason, including but not limited to work stoppages, natural disaster or computer failure.

8. Any listings furnished by MBT, via magnetic tape or any other medium, shall remain the property of MBT and GTE shall, upon request from MBT but in no event later than thirty (30) days following the expiration or termination of this Agreement, return or destroy such information. The license granted herein shall be non-assignable and GTE shall have no right to sublicense or permit any other company or person to use any such information for any purpose whatsoever, except as may be required for the provisioning of GTE's operator handled HNPA directory assistance service.

9. GTE shall take appropriate measures to guard against any unauthorized use of the listings provided hereunder, whether by GTE, its agents and employees or by others. Any unauthorized use by GTE or its agents and employees, or caused or permitted by them shall be deemed a

material breach of this Agreement and shall entitle MBT to terminate this Agreement forthwith and without notice. In the event that this Agreement is terminated by MBT for a material breach, GTE shall immediately return all copies of such listings to MBT whether those listings are in its possession or in the possession of its agents, employees or others. GTE shall notify MBT of an unauthorized use of such information of which GTE has information or knowledge.

10. The parties agree that one of the most important mutual objectives of the parties hereto is to conduct their respective businesses so as to avoid confusion by members of the general public and any others, as to the separate and independent identity of GTE and MBT. Therefore, it is agreed that:

(a) GTE shall not make any representation, expressed or implied, written or oral, which would imply that GTE is the same as, a part of, or associated with MBT.

(b) GTE will not imitate or copy the billing materials or forms used by MBT or in any other fashion attempt to present its products or representatives as being those of MBT.

11. The failure of either party to this Agreement in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions, or options.

12. Nothing herein shall be deemed or considered to assure the continued maintenance of the listings by MBT in any particular form or to restrict MBT's rights concerning the nature, form or content of such listings.

13. Nothing in this Agreement shall give GTE any exclusive rights to the use of any of the listings described herein and MBT shall be free at any time to enter into similar agreements with others under the same or different terms and conditions as MBT, in its sole discretion, may determine.

14. The validity, construction, and enforceability of this Agreement shall be governed in all respects by the laws and regulations of the State of Michigan. MBT reserves the right to amend or terminate this Agreement to conform to any requirement of such laws or regulations provided that GTE shall have the right within thirty (30) days of receipt of notice of such amendment to terminate this Agreement. In the event that GTE terminates this Agreement in accord with this paragraph, GTE will remain responsible for any payments owing for any listing data provided to GTE.

15. GTE will provide HNSA Directory Assistance to those Independent LEC exchanges to whom they are currently the local Directory Assistance provider. A list of exchanges impacted are listed in Exhibit C of this contract.

16. The provisions of this Contract shall constitute the entire agreement between the parties, superseding all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the subject matter herein.

January, 1989

Page 6 of 6

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GTE North Incorporated

J. J. Birchmeier
Signature

J. J. Birchmeier

Name

Manager-Exchange Carrier Operations
Title

MICHIGAN BELL TELEPHONE COMPANY

R. B. Reynolds
Signature

Robert R. Reynolds

Name

District Manager - Exchange Carrier Relations
Title

EXHIBIT A

Attached hereto and made a part of the License To Use Michigan Bell Directory Listings For The Provision Of Home NPA Directory Assistance effective as of October 9, 1989 between Michigan Bell Telephone Company and GTE North Incorporated.

NPA 517

NPA 616

Identified and approved this 9th day of October
19 89.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Independent Exchange Carrier)

By: J. J. Brickman
Title: Manager-Exchange Carrier Operations

Attached hereto and made a part of the License To Use Michigan Bell Directory Listings For The Provision Of Home NPA Directory Assistance effective as of October 9, 1989 between Michigan Bell Telephone Company and GTE North Incorporated.

1. Service Establishment: Initial Load and Subsequent Reloads:

\$1000.00 per NPA

2. MBT Listings:

Initial Load: \$0.05 per Listing

Daily Updates: \$0.05 per Listing

Identified and approved this 9th day of October, 1989.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
District Manager
Exchange Carrier Relations

GTE North Incorporated
(Independent Exchange Carrier)

By: J. J. Brichman
Title: Manager-Exchange Carrier Operations

EXHIBIT C

**GTE LOCAL DIRECTORY ASSISTANCE
INDEPENDENT LOCAL EXCHANGE COMPANIES AND EXCHANGES**

Attached hereto and made a part of the License To Use Michigan Bell Directory Listings For The Provision Of Home NPA Directory Assistance effective as of October 5, 1992 between Michigan Bell Telephone Company and GTE North, Incorporated.

ALLTEL Michigan, Inc.

Exchanges - Burlington
Glenn
Lacota
Lawrence
Morenci
Pullman
Tekonsha

Chapin Telephone Company

Exchange - Chapin

Deerfield Farmers' Telephone Company

Exchange - Deerfield

Ogden Telephone Company

Exchange - Ogden Center

Blanchard Telephone Assoc., Inc.

Exchange - Blanchard

Sand Creek Telephone Company

Exchange - Sand Creek

Bloomington Telephone Company

Exchange - Bloomington

Upper Peninsula Telephone Company

Exchanges - Chester
Grace Harbor
Manistee River

CC&S Telco, Inc.

Exchange - Onsted

Westphalia Telephone Company

Exchange - Westphalia

Century Telephone Enterprises, Inc.

Exchanges - Crystal
Vickeryville

Winn Telephone Company

Exchange - Winn

Identified and approved this 21st day of January, 1992.

MICHIGAN BELL TELEPHONE COMPANY GTE NORTH, INCORPORATED

By: R. B. Reynolds

District Manager
Exchange Carrier Relations

By: J. J. Brichmeier

Title: Mgr. Exch. Can. Operations

EXHIBIT D

Attached hereto and made a part of the License To Use Michigan Bell Directory Listings For The Provision Of Home NPA Directory Assistance effective as of October 5, 1992 between Michigan Bell Telephone Company and GTE North, Incorporated.

Ace Telephone Company of Mich., Inc.

Exchanges - Buckley
Copemish-Thompsonville
Hoxeyville
Mesick
South Boardman

Allendale Telephone Company

Exchange - Allendale

Alltel Michigan, Inc.

Exchanges - Addison	Sterling
Alger	Stockbridge
Baroda	Webberville
Bridgman	
Fitchburg	
Homer	
Lupton	
Munith	
Onondaga	
Parma	
Prescott	
Rives Junction	
Rose City	
Sawyer	

Barry County Telephone Company

Exchanges - Banfield
Delton
Lacey
Pine Lake

Carr Telephone Company

Exchange - Carr

Century Telephone Enterprises, Inc.

Subsidiaries - Century Telephone of MI, Inc.
Century Telephone Midwest, Inc.

Century Telephone Enterprises, Inc.

(continued)

Exchanges - Alanson
AuGres
Bear Lake
Borculo
Boyne Falls
Brant
Brutus
Caro
Chesaning
Chippewa Lake
Elmira
Glen Lake
Glennie
Hale
Honor
Hope
Kinde
Lake Ann
Lake City
Levering
Litchfield
Marlette
Mecosta
Merritt
Moorestown
Mosherville
Omer
Orleans
Pinconning
Port Austin
Port Hope
Sand Lake Heights
Sixty Lakes
Suttons Bay
Sunfield
Whittemore

September, 1997

Page 2 of 3

EXHIBIT D

CC&S Telco, Inc.

Exchanges - Allen
Brooklyn
Bundy Hill
Camden
Cambria
Concord
Cooney, Ohio
Frontier
Hanover-Horton
Montgomery
North Adams
Osseo-Pittsford
Prattville
Ransom

Climax Telephone Company

Exchange - Climax

Communication Corp. of MI

Exchanges - Augusta
Clayton
Hickory Corners

Drenthe Telephone Company

Exchange - Drenthe

Island Telephone Company

Exchanges - Bois Blanc
St. James

Kaleva Telephone Company

Exchanges - Brethern
Dublin
Kaleva
Wellston

Peninsula Telephone Company

Exchange - Old Mission

Pigeon Telephone Company

Exchanges - Alba
Lakes of the North
Pigeon
Twining

Shiawassee Telephone Company

Exchanges - Bell Oak
Perry
Shaftsbury

Springport Telephone Company

Exchange - Springport

Upper Peninsula Telephone Company

Exchange - Amble

Waldron Telephone Company

Exchange - Waldron

Wolverine Telephone Company

Exchanges - Fostoria
Millington
Munger
Sanford

EXHIBIT D

**GTE LOCAL DIRECTORY ASSISTANCE
INDEPENDENT LOCAL EXCHANGE COMPANIES AND EXCHANGES**

The undersigned being an authorized agent for the above companies authorizes Michigan Bell to provide GTE North, Incorporated with current and future revised and/or updated listing data. The exchanges as contained in this exhibit and in the DIR/ECT data base are solely for the purpose of providing directory assistance service. I understand that this release will not necessitate any alteration in the above company's obligations or the method employed to provide Michigan Bell with directory assistance information and that the above company will not receive any additional compensation for the release of this information.

Identified and approved this 21st day of January, 1993.

MICHIGAN BELL TELEPHONE COMPANY

GTE NORTH, INCORPORATED

By:

R. B. Reynolds

District Manager
Exchange Carrier Relations

By:

J. J. Bruchmeier

Title:

Mgr. Exch. Carr. Operations

AGREEMENT FOR FOREIGN NUMBER PLAN
AREA DIRECTORY ASSISTANCE ("FNPA DA") COMPENSATION

This Agreement is effective as of October 1, 1992, and is between Michigan Bell Telephone Company, herein called MBT, and Alltel Michigan, Inc., herein called the Local Exchange Carrier (LEC), both corporations organized and existing under the laws of the State of Michigan.

SECTION I

Scope

1.1 MBT owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the LEC exchanges listed in Exhibit A.

1.2 The telephone listing data in the database is used by MBT to provide directory assistance service for published listings to individuals who call MBT's Directory Assistance offices for the telephone number (or telephone number and address) of the LEC subscribers.

1.3 Among those directory assistance calls received at MBT's Directory Assistance offices are calls recognized as Foreign Number Plan Area Directory Assistance (FNPA DA) calls. FNPA DA is the provisioning of telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialed, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time. Effective with this Agreement, MBT will compensate the LEC for the use of their telephone listing data in the provisioning of FNPA DA.

SECTION II

Basis of Compensation

2.1 Compensation for the use of the LEC's telephone listing data for the provisioning of FNPA DA shall be as described in Exhibit B.

2.2 The number of queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to the LEC's telephone listing data if and when available, or, otherwise, b) the monthly accumulation of total FNPA DA queries multiplied by a factor which reflects the percentage of queries to LEC's listings, compared to the total number of queries processed. Such factors are determined via a special study and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B, MBT will include a compensation amount in its monthly miscellaneous bill by the first of the second subsequent month. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day.

SECTION III

Miscellaneous Provisions

3.1 If MBT should fail to include compensation on the LEC's monthly miscellaneous bill as described herein, a late payment penalty ("Penalty") shall be due to the LEC. The Penalty will be calculated on the amount due using the rate of interest specified in Michigan Bell Telephone Company Tariff M.P.S.C. 25, Section 2.4.1. Any Penalty due will be included as a separate item on the next statement issued.

3.2 In the event of a dispute with the compensation payments as calculated by MBT, the LEC shall, within fourteen (14) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

3.3 Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 3.2.

3.4 This Agreement may be modified at any time by written mutual agreement of the parties.

SECTION IV

Audit

4.1 The LEC shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the usage study referred to in Section II). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION V

Term and Termination

5.1 This agreement shall become effective on the date specified and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VI

Binding Effect

6.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 31st day of DECEMBER, 1992.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
Director
Exchange Carrier Relations

Date: 12-31-92

ALLTEL MICHIGAN, INC.

By: Charles M. Stark
Title: President

Date: 12/17/92

EXHIBIT A

FOREIGN NUMBER PLAN AREA DIRECTORY
ASSISTANCE (FNPA DA) LEC EXCHANGES

<u>Name</u>	<u>Area Code</u>
Addison	517
Alger	517
Baroda	616
Bridgman	517
Burlington	517
Fitchburg	517
Glenn	616
Gregory	313
Homer	517
Lacota	616
Lambertville	313
Lawrence	616
Lupton	517
Morenci	517
Munith	517
Onondaga	517
Parma	517
Prescott	517
Pullman	616
Rives Junction	517
Rose City	517
Sawyer-New Troy	616
Sterling	517
Stockbridge	517
Tekonsha	517
Webberville	517

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
Director
Exchange Carrier Relations

Date: 12-31-92

ALLTEL MICHIGAN, INC.

By: Charles M. Stark
Title: President

Date: 12/12/92

EXHIBIT B

Compensation for FNPA DA

Service/FNPA DA

Telephone listing data of
LEC subscribers.

Compensation

\$.06 per query or \$10.00
per month, whichever is greater.*

*Queries received at Michigan Bell Directory Assistance offices for LEC's telephone listing data will be determined via the methodology described in Section II and will be subject to the audit provisions hereof. A query shall consist of a directory assistance customer request that is satisfied by quoting, either via line operator voice or mechanized voice, a number or non-published report that is based upon listing information provided from the telephone listing data base.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
Director
Exchange Carrier Relations

Date: 12-31-92

ALLTEL MICHIGAN, INC.

By: Charles M. Stark
Title: President

Date: 12/17/92

FOREIGN NPA LICENSE AGREEMENT

This Agreement (the "Agreement"), dated October 1, 1992 is by and between GTE North Incorporated, a Wisconsin corporation ("GTE") and Michigan Bell Telephone Company, a Michigan corporation ("AOC").

RECITALS

1. AOC and GTE each own and maintain databases containing the telephone listing data (name, address and published telephone number, or "non-published" status) of their respective telephone subscribers.
2. AOC and GTE each have in their respective databases telephone listing data pertaining to the subscribers of other local exchange telephone companies ("LEC's").
3. AOC and GTE each use the telephone listing data in their respective databases to provide directory assistance service for published listings to individuals who call their directory assistance offices for the telephone number (or telephone number and address) of their subscribers (or of LEC subscribers) in their database.
4. In order to make available telephone listings to the customers of their respective directory assistance offices, GTE and AOC wish to license certain information resident in the other party's database, and each has indicated a willingness to license such data to the other under certain terms and conditions.
5. AOC and GTE presently license telephone listing data (for the purpose of providing Home NPA directory assistance) to one another; the arrangement includes provisions for loading the data initially, providing daily updates, and fulfilling requests for supplemental bulk loadings.
6. When one party is providing telephone data from its database (whether pertaining to that party's subscribers or to those of other LEC's), that

party is sometimes referred to as the "providing party" or "licensor," and the party to whom such data is provided is sometimes referred to as the "receiving party."

NOW THEREFORE, in consideration of these premises and the mutual promises made herein, the parties agree as follows:

Section I
Service Provided

1.1 AOC and GTE agree to license each other the telephone listing data of their respective subscribers for the exchanges listed in Attachment A, (AOC exchanges) and Attachment B, (GTE exchanges) for the provisioning of Foreign Number Plan Area Directory Assistance (FNPA DA) Service.

1.2 Both parties may agree to provide each other telephone listing data of LEC subscribers contained in their respective databases. AOC will provide GTE and GTE will provide AOC with telephone listing data of LEC subscribers now in their respective databases. Nothing herein will require the party providing the LEC telephone listing data to the other party to obtain LEC authorization to provide the data. The authority to obtain the LEC listings and utilize them for FNPA DA service, as defined below, is the responsibility of the receiving party.

Each party shall use its best efforts to obtain and continue to provide the other with LEC directory listing data. Should an LEC withdraw or limit the authority to supply and use LEC listing data as contemplated by this Agreement, the party which receives that LEC listing data from the other shall notify the providing party of the withdrawal or limitation, and the parties shall work together to find a mutually satisfactory solution. Such a change in position by an LEC with respect to its data base shall not result in a breach of the warranty expressed in this paragraph.

1.3 The telephone listing data licensed and provided pursuant to this Agreement shall be utilized by the receiving party solely for the following purpose, without right to sublicense, assign, or transfer:

foreign numbering plan area directory assistance, or FNPA DA (provision of telephone numbers or telephone numbers and addresses to callers who dial NPA 555-1212 from a different NPA than that dialled, where the NPA 555-1212 is answered live by telephone company operators providing directory assistance in real time). The licenses granted hereunder shall be used solely to provide telephone listing data to callers pursuant to a service offering made by the licensee to interexchange carriers.

1.4 The licensee shall not authorize any other company or any person to use the telephone listing data it has been provided hereunder for any other purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the party, its agents, employees or others.

Section II Billing and Charges

2.1 The charges for the licenses provided hereunder shall be as described in Attachment C.

2.2 The number of billable queries shall be determined by either, a) as a first choice, the monthly accumulation of actual FNPA DA queries to each party's telephone listing data if and when available, or, otherwise, b) the monthly accumulation of total FNPA DA queries, multiplied by a factor which reflects the percentage of queries to that party's listings, compared to the total number of queries processed. Such factors are determined via a special study described in Attachment C performed by the parties, and updated yearly on the anniversary of the Agreement effective date.

2.3 Using the methodology described in 2.2 above, GTE will report its number of billable queries to the AOC by the 15th calendar day of the following month. The AOC will net its billable queries with those reported by GTE and prepare a monthly netting statement of charges by the first of the next month. Both GTE and the AOC will report the billable queries by NXX (or by LEC within

each NPA). The monthly statement will contain the same level of detail. Such charges shall be payable within thirty (30) days of the date of the monthly statement. When the payment date falls on a weekend or holiday, the due date shall be the next business day.

2.4 If any portion of the amount due AOC or GTE is not received as set forth in Paragraph 2.3 above, or immediately available funds are not paid to such party on the due date, a late payment penalty ("Penalty") shall be due to such party. The Penalty will be calculated on the amount due using the rate of interest announced by Continental Illinois National Bank and Trust Company of Chicago as its prime rate in effect on the date the payment is due, compounded daily for the number of days from the due date to and including the date that payment is actually made. Any Penalty due will be included as a separate item on the next statement issued.

Section III

Amendments

3.1 One party may from time to time, upon written notice to the other party, notify the other party of its desire to modify or amend any Paragraph of this Agreement or any of its Attachments or add new Paragraphs or Attachments to this Agreement. However, the Agreement or any of its Attachments may not be modified or amended other than by written instrument executed by both parties.

Section IV

Audit

4.1 AOC and GTE have the right to enter the others premises, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the listing usage studies referred to herein and in Attachment C). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the breaching party's license, without terminating its own

rights hereunder, upon fifteen (15) days notice until the other party's breach is remedied. Upon such termination of license rights, the breaching party shall immediately cease using such data for FNPA DA. For the purposes of this Agreement, a material breach shall include, but not be limited to, violation of Paragraphs 1.3 or 1.4 hereof.

Section V

Liability

5.1 Neither party makes any express or implied warranties whatsoever regarding the correctness of the listings provided to the other party. Neither party will be held liable for any errors or omissions in or arising out of the other party's use of such information; provided, however, notwithstanding the above, that each party warrants that telephone listing data it is licensing or providing to the other party shall be identical to the data it uses to provide Home Numbering Plan Area Directory Assistance.

5.2 Each party with respect to listings for which it is licensee shall indemnify, protect, save harmless and defend the licensor or any of the licensor's officers, employees, agents, assigns, and representatives from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to licensor supplying listing information, or any actual error or omission regardless whether any such demand, claim or suit by such third party is brought jointly against the parties, the licensor's officers, employees, agents, assigns, and representatives and/or against licensor alone; provided, however, that if such demand, claim or suit specifically alleges that an error or omission appears in Directory Assistance listing information then the licensor may, at its option, assume and undertake its own defense, or assist in the defense of the other party, in which event the other party shall reimburse licensor for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit by such third party.

5.3 Neither party, when licensee, shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other party.

5.4 With respect to claims arising out of this Agreement, under no circumstances shall either party be responsible or liable to the other for special, incidental or consequential damages, including but not limited to damages arising from the use or performance of the services, delay, error, or loss of data, profits, or goodwill.

Section VI

Limitations

6.1 The data licensed by AOC to GTE shall be deemed and remain the property of AOC. The data licensed by GTE to AOC shall be deemed and remain the property of GTE. Although LEC directory listing data provided by AOC and GTE to the other are the property of the LEC, AOC and GTE for purposes of this Agreement, shall be treated as the owner of such LEC data which is resident in their data base, and the obligations of each party with respect to the other party's telephone listing data shall extend to LEC telephone listing data provided hereunder. GTE, AOC and LEC telephone listing data provided hereunder is provided without right to sublicense, assign or transfer.

6.2 This Agreement shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties. Nothing herein shall be construed as making either party responsible or liable for the obligations and undertakings of the other party.

Section VII

Notices

7.1 All notices under this Agreement shall be in writing and deemed given if delivered personally or delivered to the other party by United States Mail, postage prepaid, addressed as follows:

If to Michigan Bell Telephone Company:

Mr. R. B. Reynolds - Director - ECR
Michigan Bell Telephone Company
23800 Northwestern Hwy., Room 120
Southfield, MI 48075

If to GTE:

Mr. J. J. Birchmeier - Regional Manager - ECO
GTE North Incorporated
455 East Ellis Road
Muskegon, MI 49443

Section VIII

Applicable Law

8.1 This Agreement shall be construed and interpreted according to the domestic laws of the State where the AOC performs the majority of its local exchange services.

8.2 Although this Agreement may be executed by both parties, to the extent that any federal or state statute, order, rule or regulation or any federal or state regulatory agency having competent jurisdiction over one or both parties to this Agreement shall require that this Agreement be approved by such regulatory agency before the Agreement may be effective, this Agreement shall not be effective in such jurisdiction notwithstanding the parties' signature until the first business day after such approval shall have been obtained. This Agreement shall at all times be subject to changes, modifications, orders and rulings by the state public utilities regulatory commission to the extent the services described in this Agreement are or become subject to the jurisdiction of that agency. If provision of any service set out in this Agreement, and/or the terms of this Agreement, are subject to advance approval by that commission, this Agreement shall not become effective until the thirtieth (30th) day after receipt by the parties of written notice of such approval. If that commission accepts this Agreement in part and rejects it in part, makes a material modification to the Agreement as condition of its approval, or at any time during the term of this Agreement requires a change which either party finds not acceptable, either party may terminate this Agreement.

Section IX
Term and Termination

9.1 This Agreement shall be effective thirty (30) days after the date of the final signature below, or thirty (30) days after any necessary approval by any regulatory body has been obtained, whichever is later, and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction. Upon termination, each party shall cease using (for FNPA DA purposes) directory listing information provided hereunder by the other party.

Section X
Binding Effect

10.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on this 1st day of September, 1992.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
Robert Reynolds

Title: _____
Director - Exchange Carrier Relations

Date: Sept 1, 1992

GTE NORTH INCORPORATED

By: Merde Seaman
Title: Acting Vice President - Regulatory & Governmental Affairs
Date: July 21, 1992

ATTACHMENT C

Service/License

Charges

Listings of subscribers and
LEC subscribers

\$.06 per use*

- * Usage of listings will be determined via a study performed by each party as to their use of the other party's data. Such studies will be performed as described herein and will be subject to the audit provisions hereof.
- * A billable query shall consist of a Directory Assistance customer request that is satisfied by quoting, either via live operator voice or mechanized voice, a number or non-published report that is based upon listing information that has been provided by the AOC or GTE to the other.

AGMT04

ATTACHMENT C

Service/License

Charges

Listings of AOC/GTE subscribers

\$.06 per use*

- * Usage of listings will be determined via a study performed by each party as to their use of the other party's data. Such studies will be performed as described herein and will be subject to the audit provisions hereof.
- * A billable query shall consist of a Directory Assistance customer request that is satisfied by quoting, either via live operator voice or mechanized voice, a number or non-published report that is based upon listing information that has been provided by the AOC or GTE to the other.

MICHIGAN BELL NPA NMN
DATA AS OF 1991

1

----- NPA=313 -----

NMN

221

222

223

224

225

226

227

229

230

231

232

233

234

235

236

237

238

239

241

242

243

244

245

246

247

251

252

253

254

255

256

257

258

259

261

262

MICHIGAN BELL NPA NOX
DATA AS OF 1991

2

----- NPA=313 -----
(continued)

NOX

263

264

265

266

267

268

270

271

272

273

274

275

276

277

278

280

281

282

283

284

285

286

287

288

289

291

292

293

294

295

296

297

298

320

321

MICHIGAN BELL NPA MNX
DATA AS OF 1991

3

----- NPA=313 -----
(continued)

MNX

322

323

326

328

329

331

332

333

334

335

336

337

338

341

342

343

344

345

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

MICHIGAN BELL NPA MNX
DATA AS OF 1991

4

----- NPA=313 -----
(continued)

MNX

364

365

366

368

369

370

371

372

373

374

375

377

378

379

381

382

383

385

386

388

389

390

391

393

394

396

397

398

399

420

421

422

423

424

425

MICHIGAN BELL NPA NXX
DATA AS OF 1991

5

----- NPA=313 -----
(continued)

NXX

426

427

428

430

431

433

434

435

436

437

439

440

441

443

444

445

446

449

451

452

453

455

456

457

458

459

461

462

463

464

465

466

467

468

469

MICHIGAN BELL NPA MNX
DATA AS OF 1991

6

----- NPA=313 -----
(continued)

MNX

471

473

474

475

476

477

478

479

481

482

483

484

485

486

487

489

491

492

493

494

495

496

497

499

517

521

522

523

524

525

526

527

528

531

532

MICHIGAN BELL NPA MNX
DATA AS OF 1991

7

----- NPA=313 -----
(continued)

MNX

533

534

535

536

537

538

540

541

542

543

544

545

546

547

548

549

551

552

553

554

556

557

558

559

560

561

562

563

564

565

566

567

568

569

571

MICHIGAN BELL NPA MNX
DATA AS OF 1991

8

----- NPA=313 -----
(continued)

MNX

572

573

574

575

577

578

579

581

582

583

584

585

588

589

591

592

593

594

595

596

597

598

599

622

623

624

625

626

628

629

632

633

634

637

640

MICHIGAN BELL MPA MNX
DATA AS OF 1991

9

----- MPA=313 -----
(continued)

MNX

641

642

643

644

645

646

647

648

649

651

652

654

656

657

659

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

679

680

681

682

MICHIGAN BELL NPA MNX
DATA AS OF 1991

10

----- NPA=313 -----
(continued)

MNX

683

686

687

689

690

693

694

695

696

697

698

699

721

722

725

728

729

731

732

733

736

737

738

739

742

743

744

745

746

747

748

749

750

751

752

MICHIGAN BELL NPA MNX
DATA AS OF 1991

11

----- NPA=313 -----
(continued)

MNX

753

754

755

756

757

758

759

761

762

763

764

765

766

767

768

769

771

772

773

774

775

776

777

778

779

781

782

784

785

787

788

789

798

791

792

MICHIGAN BELL NPA MNX
DATA AS OF 1991

12

----- NPA=313 -----
(continued)

MNX

794

821

822

823

824

825

826

827

828

829

831

832

833

834

835

836

837

838

839

841

842

843

845

846

849

851

852

853

855

857

858

861

862

863

864

MICHIGAN BELL NPA MNX
DATA AS OF 1991

13

----- NPA=313 -----
(continued)

MNX

865

866

867

868

869

871

872

873

874

875

876

878

879

881

882

883

884

885

886

891

892

893

894

895

896

897

898

899

921

922

923

924

925

926

927

MICHIGAN BELL NPA NXX
DATA AS OF 1991

14

----- NPA=313 -----
(continued)

NXX

928

929

930

931

933

934

935

936

937

938

939

941

942

943

945

946

947

949

950

956

961

962

963

964

965

966

967

968

971

972

973

974

976

977

978

MICHIGAN BELL NPA MNX
DATA AS OF 1991

15

----- NPA=313 -----
(continued)

MNX

979

981

982

983

984

985

986

987

993

994

995

996

997

MICHIGAN BELL MPA MNX
DATA AS OF 1991

16

----- NPA=517 -----

MNX

221

223

269

321

322

323

331

332

334

335

336

337

339

342

345

347

349

351

353

355

362

363

371

372

373

374

377

386

389

393

394

407

426

433

435

437

MICHIGAN BELL NPA MNX
DATA AS OF 1991

17

----- NPA=517 -----
(continued)

MOX

439

465

482

483

484

485

487

496

529

536

539

543

544

546

548

588

589

623

624

629

631

636

638

645

646

647

649

652

656

658

662

663

665

667

674

MICHIGAN BELL NPA MNX
DATA AS OF 1991

18

----- NPA=517 -----
(continued)

MNX

676

678

684

686

691

693

694

695

697

699

726

739

740

747

750

751

752

753

754

755

757

758

764

769

770

771

776

777

781

782

783

784

787

788

789

MICHIGAN BELL NPA MNX
DATA AS OF 1991

19

----- NPA=517 -----
(continued)

MNX

790

791

792

793

799

823

832

835

839

843

846

849

852

865

868

881

882

883

885

886

887

892

893

894

895

950

MICHIGAN BELL NPA NMN
DATA AS OF 1991

20

----- NPA=616 -----

NMN

235

238

240

241

242

243

245

246

247

256

258

264

266

267

276

281

323

327

329

335

341

342

343

344

345

346

347

348

349

352

354

360

361

363

364

370

----- MPA#616 -----
(continued)

MNX

372

374

375

381

382

383

384

385

386

387

388

389

392

393

394

396

399

428

429

436

450

451

452

453

454

455

456

457

458

459

461

462

463

464

468

MICHIGAN BELL NPA MNX
DATA AS OF 1991

22

----- NPA=616 -----
(continued)

MNX

469

471

473

525

526

527

530

531

532

534

535

536

538

539

545

547

582

587

592

625

626

627

629

636

642

649

652

665

669

672

675

676

677

678

681

MICHIGAN BELL MPA NIX
DATA AS OF 1991

23

----- MPA=616 -----
(continued)

NIX

683

684

685

689

691

692

693

694

695

696

697

698

723

729

734

743

745

749

754

756

757

763

765

768

770

771

772

774

775

776

778

779

781

784

791

MICHIGAN BELL NPA NNK
DATA AS OF 1991

24

----- NPA=616 -----
(continued)

NNK

792

793

794

795

796

797

824

825

829

832

834

842

846

847

849

856

866

868

874

877

878

879

882

887

889

891

896

897

921

922

924

925

926

927

928

MICHIGAN BELL NPA MNX
DATA AS OF 1991

25

----- NPA=616 -----
(continued)

MNX

929

938

940

941

942

943

945

946

947

948

949

950

956

957

961

962

963

964

965

966

967

968

979

982

983

984

MICHIGAN BELL NPA MNX
DATA AS OF 1991

26

----- NPA=906 -----

MNX

221

224

225

226

227

228

229

249

265

289

292

293

296

323

337

339

345

346

356

358

359

376

384

428

466

474

475

477

482

485

486

487

497

498

523

542

MICHIGAN BELL NPA MNX
DATA AS OF 1991

27

----- NPA=906 -----
(continued)

MNX

563

569

575

586

632

635

643

663

667

753

774

779

786

789

822

847

863

864

875

932

GTE - MICHIGAN EXCHANGES

313	269
313	324
313	325
313	327
313	346
313	367
313	376
313	384
313	387
313	392
313	395
313	429
313	529
313	587
313	627
313	631
313	635
313	653
313	655
313	658
313	678
313	684
313	685
313	688
313	723
313	724
313	727
313	735
313	793
313	796
313	798
313	847
313	848
313	887
313	889
313	944
517	224
517	236
517	238
517	248
517	263
517	264
517	265
517	268
517	271
517	275
517	278
517	279
517	283
517	288
517	291
517	328
517	348
517	352
517	354
517	356
517	365
517	366

GTE - MICHIGAN EXCHANGES

616	726
616	727
616	727
616	728
616	733
616	737
616	739
616	744
616	751
616	755
616	759
616	764
616	766
616	773
616	777
616	780
616	782
616	788
616	798
616	821
616	823
616	828
616	837
616	843
616	845
616	853
616	854
616	857
616	861
616	865
616	869
616	873
616	893
616	894
616	899
616	937
906	283
906	297
906	341
906	478
906	484
906	495
906	644
906	647

Information Services Point-to-Point Study

The purpose of this study is to estimate call volumes for up to 12 categories of calls to Information Services. Of special interest are calls from independent telephone companies, and calls for independent telephone company's numbers, in particular GTE. Illinois will be studied in April, followed by Indiana, Michigan, Ohio, and Wisconsin in May.

The 12 call categories to be measured are represented in the following table:

Calls From	Calls For
Interstate	AOC Tel. Nos. GTE Tel. Nos. Indep. other than GTE
Intrastate AOC Tel. Nos. GTE Tel. Nos. Indep. other than GTE	

Study Plan Overview

An Information Service position will be designated as a study position in each gate and route, or complex, to ensure complete coverage of the Information Services network. Each study position will be occupied throughout the office's business day, during a 1 week study period. The Illinois study is scheduled for the week beginning Monday, April 29, at 6AM, and ending Monday, May 6, at 6AM. The remaining AOCs are scheduled for the week beginning Monday, May 13, at 6AM, and ending May 20, 1991 at 6AM.

The designated study position operators will ask each customer for their area code and first 3 digits (NPA/NNX) of the phone they are calling from. The operator will note this information, and the NPA/NNX of the phone number the customer has requested, on a specially designed worksheet. As a separate effort, the total calls received in the route, or complex, will be collected by day and 1/2 hour period.

Using these data, ASI - Statistical Analysis & Sampling (the statistician) will derive estimates of total Information calls by category, day of week, and hour of day. The results will be presented in a final report.

Trial

A brief trial will be conducted in an Information office to test the data collection procedures described for this study. The statistician will arrange for the field trial.

Study Coordinators

An Information Services staff coordinator and individual AOC coordinators will be assigned to assist with the implementation of the study. These coordinator assignments will be arranged for by Information Services staff.

The IS staff coordinator will act as the general coordinator in such matters as obtaining IS office schedules, ensuring the distribution of study material, and ensuring that study procedures are fully implemented in the field. The individual AOC coordinators will be responsible for ensuring that study procedures are fully implemented in their respective AOCs. The AOC coordinator will also be responsible for: a) ensuring that a sufficient number of worksheets are reproduced locally, b) arranging for the availability of IS operators to occupy the study position and collect the customer data, and c) ensuring that the IS operators are properly trained in the data collection methods described in this plan.

Study Procedures

The IS staff coordinator will provide the statistician with a list of each AOC's IS offices indicating the IS network segments and each office's business hours. Using this list, the statistician will select a sample of IS offices representing full coverage of the IS network. (The selected study offices are shown on Attachment 1.)

In each selected office, 1 (or 2) service position (see Attachment 1) will be designated as a study position. A trained study operator should be assigned to each study position throughout the office's business day (any hours that office is open). This operator will collect study data while handling information calls routed to the position. **The accuracy of data recording is more important than the quantity of calls recorded.**

Because the special handling of these calls will increase the operators work time, a special operator code should be assigned to the study position for the duration of the study. This code will allow for separating the operator's study work time from their regular work time.

The operator occupying the position will record study detail on each call received. **The operator will not ask (NA) the study question to customers who need an emergency (E) number, customers who are irate, or customers who are on a reconnect (R).** Study calls will be recorded on a special study worksheet. A master copy of this worksheet for use in preparing copies, is provided on Attachment 2. Instructions for recording these data, including the exact phrasing of the question to the customer, and special recording conditions, are provided on Attachment 3. (The "question" is also shown on the top of each worksheet.) Attachment 4 is an example of a completed worksheet.

The data recording procedures should be reviewed periodically by each operator's supervisor to ensure study procedures are being followed. Again, accuracy rather than quantity is emphasized. The completed worksheets should also be reviewed to ensure completeness and continuous 1/2 hourly record data throughout the office's business day. At the end of each shift, the completed worksheets should be collected by the supervisor.

The IS staff coordinator should arrange for each AOC coordinator to obtain call volume counts, 1/2 hourly (hourly if 1/2 hour is not available), for each route, and complex. This includes a copy of the Team Session Report by the Force Management Center, the complex report, and the unit report. These counts will be used by the statistician to expand the study data to represent the total traffic load. At the end of the STATS recording cycle, which should be a time

just before the office opens for the day, the supervisor should record the following STATS data: the total call count for the study operator code, the associated "reconnects," and the AWT. These data should be recorded on the "Information Services Count Verification Worksheet" (Attachment 5). The supervisor should attach the day's operator's profile for each study number to attachment 5. For the 3 routes (one in Indiana, one in Ohio, and one in Wisconsin) which have 2 study positions within the same office - an Attachment 5 will need to be filled out for each study position.

At the end of the study week, the AOC coordinator should arrange to have the completed study worksheets and the count verification sheet sent to themselves; once each AOC coordinator has received all the worksheets from each participating office the AOC coordinator should forward the worksheets to:

Kathy Schmitt
Ameritech Services
225 W. Randolph St. HQ15 C
Chicago, IL 60606

Results

The statistician will evaluate and summarizes the study data, and issue a study report. This report will summarize the main finding of the study; including estimates of call volumes, by AOC, for the 12 call classifications.

Attachments:

Jim Leever
Kathy Schmitt
ASI-Marketing Services
Statistical Analysis & Sampling
April 22, 1991

Selected Study Information Offices

Illinois			
Dates: Monday, April 29, 1991 (6AM) - Monday, May 6, 1991 (6AM)			
Participating Offices:			
<u>ACD</u>	<u>Route</u>	<u>Weekday & Weekend Offices</u>	<u>Number of Study Positions</u>
Wabash	0	Chicago Heights	1
	2	Brainerd	1
Skokie	0	Dundee	1
	2	Lombard	1
Peoria	-	Peoria OSC	1

Indiana		
Dates: Monday, May 13, 1991 (6AM) - Monday, May 20, 1991 (6AM)		
Participating Office:		
<u>INBT</u>	<u>Weekday & Weekend Office</u>	<u>Number of Study Positions</u>
Single System	South Bend	2

Selected Study Information Offices

Michigan					
Dates: Monday, May 13, 1991 (6AM) - Monday, May 20, 1991 (6AM)					
Participating Offices:					
<u>ACD</u>	<u>Route</u>	<u>Weekday Offices</u>	<u>Saturday</u>	<u>Sunday</u>	<u>No. of Study Positions</u>
Troy System	-	Troy	Mt. Clement	Mt. Clement	1
Park System	# 5	Park I	Park II	Park I	1
	PNTC 21T	Gratiot	Gratiot	Gratiot	1
West Mich. Sy.	GD RPDS 20T	Michael	Michael	Michael	1
	# 5	Lansing	Lansing	Lansing	1

Ohio		
Dates: Monday, May 13, 1991 (6AM) - Monday, May 20, 1991 (6AM)		
Participating Offices:		
<u>OBT</u>	<u>Weekday & Weekend Offices</u>	<u>Number of Study Positions</u>
Cleveland System	Clearwater	2
Columbus System	Columbus 1	1

Wisconsin		
Dates: Monday, May 13, 1991 (6AM) - Monday, May 20, 1991 (6AM)		
Participating Offices:		
<u>WBT</u>	<u>Weekday & Weekend Office</u>	<u>Number of Study Positions</u>
Single System	Waukesha	2

Information Services Point-to-Point Study Data Worksheet

Illinois Information Office Peoria Dundee Lombard Chicago Heights Brainerd
 1 (Please Circle One): 1 2 3 4 5

First Four Letters of Operator's Last Name: _____ Date: ____ / ____ / 91

Start Time ____ : ____ am / pm Stop Time ____ : ____ am / pm
 (Circle One) (Circle One)

** Please remember to start a new worksheet each half-hour on the half-hour i.e. 8:00am, 8:30am, 9:00am . . . **

- We are taking a short survey today. What is the area code and first 3 digits of the number you are calling from?

	(1a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(1b) Call For . . . NPA/NNX NF=Loc=Not Found, E=Emergency, T=Transferred, NP=Loc=Non-Published, NN= No listing quoted	(1c) R=Res B=Bus G=Gov A=Area Code		(2a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(2b) Call For . . . NPA/NNX NF=Loc=Not Found, E=Emergency, T=Transferred, NP=Loc=Non-Published, NN= No listing quoted	(2c) R=Res B=Bus G=Gov A=Area Code
1				26			
2				27			
3				28			
4				29			
5				30			
6				31			
7				32			
8				33			
9				34			
10				35			
11				36			
12				37			
13				38			
14				39			
15				40			
16				41			
17				42			
18				43			
19				44			
20				45			
21				46			
22				47			
23				48			
24				49			
25				50			

Information Services Point-to-Point Study Data Worksheet

Indiana
2

Information Office: South Bend
1

First Four Letters of Operator's Last Name: _____

Date: ____ / ____ / 91

Start Time ____ : ____ am / pm
(Circle One)

Stop Time ____ : ____ am / pm
(Circle One)

** Please remember to start a new worksheet each half-hour on the half-hour i.e. 8:00am, 8:30am, 9:00am . . . **

- We are taking a short survey today. What is the area code and first 3 digits of the number you are calling from?

	(1a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(1b) Call For . . . NPA/NNX NF+Loc=Not Found, E=Emergency, T=Transferred, NP+Loc=Non-Published, NN= No listing quoted	(1c) R=Res B=Bus G=Gov A=Area Code		(2a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(2b) Call For . . . NPA/NNX NF+Loc=Not Found, E=Emergency, T=Transferred, NP+Loc=Non-Published, NN= No listing quoted	(2c) R=Res B=Bus G=Gov A=Area Code
1				26			
2				27			1
3				28			
4				29			
5				30			
6				31			
7				32			
8				33			
9				34			
10				35			
11				36			
12				37			
13				38			
14				39			
15				40			
16				41			
17				42			
18				43			
19				44			
20				45			
21				46			
22				47			
23				48			
24				49			
25				50			

Information Services Point-to-Point Study Data Worksheet

Michigan Information Office Troy Mt. Clement Park I Park II Gratiot Michael Lansing
 3 (Please Circle One): 1 2 3 4 5 6 7

First Four Letters of Operator's Last Name: _____ Date: ____ / ____ / 91

Start Time ____ : ____ am / pm Stop Time ____ : ____ am / pm
 (Circle One) (Circle One)

** Please remember to start a new worksheet each half-hour on the half-hour i.e. 8:00am, 8:30am, 9:00am . . . **

- We are taking a short survey today. What is the area code and first 3 digits of the number you are calling from?

	(1a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(1b) Call For . . . NPA/NNX NF=Loc=Not Found, E=Emergency, T=Transferred, NP=Loc=Non-Published, NN= No listing quoted	(1c) R=Res B=Bus G=Gov A=Area Code
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

	(2a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(2b) Call For . . . NPA/NNX NF=Loc=Not Found, E=Emergency, T=Transferred, NP=Loc=Non-Published, NN= No listing quoted	(2c) R=Res B=Bus G=Gov A=Area Code
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Information Services Point-to-Point Study Data Worksheet

Ohio Information Office Clearwater Columbus 1
4 (Please Circle One) 1 2

First Four Letters of Operator's Last Name: _____ Date: ____ / ____ / 91

Start Time ____ : ____ am / pm Stop Time ____ : ____ am / pm
(Circle One) (Circle One)

** Please remember to start a new worksheet each half-hour on the half-hour i.e. 8:00am, 8:30am, 9:00am . . . **

- We are taking a short survey today. What is the area code and first 3 digits of the number you are calling from?

(1a)	(1b)	(1c)
Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	Call For . . . NPA/NNX NF+Loc=Not Found, E=Emergency, T=Transferred, NP+Loc=Non-Published, NN= No listing quoted	R=Res B=Bus G=Gov A=Area Code
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

(2a)	(2b)	(2c)
Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	Call For . . . NPA/NNX NF+Loc=Not Found, E=Emergency, T=Transferred, NP+Loc=Non-Published, NN= No listing quoted	R=Res B=Bus G=Gov A=Area Code
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

Information Services Point-to-Point Study Data Worksheet

Wisconsin Information Office: Waukesha
5 1

First Four Letters of Operator's Last Name: _____ Date: ____ / ____ / 91

Start Time ____ : ____ am / pm Stop Time ____ : ____ am / pm
(Circle One) (Circle One)

** Please remember to start a new worksheet each half-hour on the half-hour i.e. 8:00am, 8:30am, 9:00am . . . **

• We are taking a short survey today. What is the area code and first 3 digits of the number you are calling from?

	(1a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(1b) Call For . . . NPA/NNX NF+Loc=Not Found, E=Emergency, T=Transferred, NP+Loc=Non-Published, NN= No listing quoted	(1c) R- Res B- Bus G- Gov A- Area Code		(2a) Call From . . . NPA/NNX NG=Not Given, NA=Not Asked, R=Reconnect, H=Hang-up NPA/NNX + S=Second #	(2b) Call For . . . NPA/NNX NF+Loc=Not Found, E=Emergency, T=Transferred, NP+Loc=Non-Published, NN= No listing quoted	(2c) R- Res B- Bus G- Gov A- Area Code
1				26			
2				27			
3				28			
4				29			
5				30			
6				31			
7				32			
8				33			
9				34			
10				35			
11				36			
12				37			
13				38			
14				39			
15				40			
16				41			
17				42			
18				43			
19				44			
20				45			
21				46			
22				47			
23				48			
24				49			
25				50			

Information Services Point-to-Point Study Instructions for the Data Worksheet (Attachment 2)

At the start of the day, and on the half-hour thereafter i.e. 8:00am, 8:30am, 9:00am, 9:30am . . ., the designated study operator will fill out the heading of a Information Services Point-to-Point Study Worksheet. The supervisor will ensure that there are sufficient worksheets at the study position to cover the number of hours the office is open.

- Filling out each worksheet at the beginning of each half-hour will require recording the following information (some of this information may be able to be "pre-completed"):
 - a. circling the information office
 - b. printing the first 4 letters of the operator's last name
 - c. complete the date
 - d. complete the the Start Time AND circle am or pm
 - e. complete the the Stop Time AND circle am or pm

The body of the worksheet will be used to record study data for half-hour periods. This worksheet has been designed for up to 50 calls to be recorded on a single worksheet. NO lines should ever be skipped. Lines may be left blank only when an operator does not take 50 calls in the half-hour period. 50 lines are shown on the worksheet so the operator will only require one worksheet each one-half hour period.

In the event that it is not possible to record a full half-hour (__:00am to __:30am), such as an office opens at 7:15am, the actual start or stop time should be recorded (7:15am to 7:30am).

For each Information call routed to the study position, the operator will ask the following question (the question should be read word for word by the operator):

- We are taking a short survey today. What is the area code and first 3 digits of the number you are calling from?

The operator will complete the "Call From. . ." side of the worksheet with the answer the customer provides to the above question. The "Call For. . ." side will be completed by the operator by recording the NPA/NNX of the listing the customer has requested before releasing the customer to audio..

Page 2 of 3 of this attachment contains abbreviations to be used for completing the body of the worksheet.

Please consult page 3 of 3 provides instruction for recording study data for various types of Information calls.

In order to record the data in the body of the worksheet the following abbreviations will be needed:

"Calls From . . ." columns (1a) & (2a):

- NG = Not Given -**
 - Customer refuses to give their NPA/NNX
 - Customer does not know their NPA/NNX
 - Customer cannot read the NPA/NNX
- NA = Not Asked -**
 - Emergency Call
 - Irrate customer
 - In operators judgement interview would harm customer relations
- R = Reconnect**
- H = Customer Hang Ups**
- NPA/NNX + S = Second Number**

"Calls For . . ." columns (1b) & (2b):

- NF + Locality = Not Found -**
 - Customer requests listing which is not found
- E = Emergency -**
 - These customer will Not be Asked study question
- T = Transferred -**
 - Operator transfers customer to a supervisor
- NP + Locality = Non-Published**
- NN = No Number quoted Other than for NF or NP**
 - Customer asked for the time
 - Customer asked for a credit

Columns (1c) & (2c):

- B = Business Listing Requested**
- R = Residence Listing Requested**
- G = Government Listing Requested**
- A = Area Code requested**

For this type of call . . .	The operator should record this in the Call From . . . column 1a or 2a (wherever the next available line is)	And, the operator should record this in the Call For . . . column 1b or 2b (corresponding column)	Type of Listing
Emergency in Nature	NA	E	G
Irate Customer & operator gives requested listing (business)	NA	NPA/NNX	B
Irate Customer & operator transfers customer to supervisor	NA	T	leave blank
Reconnect	R	(leave blank)	blank
Customer Hangs up upon hearing the question	H	(leave blank)	leave blank
Customer refuses to answer the question & operator gives requested listing (residence)	NG	NPA/NNX	R
Customer provides their NPA/NNX and operator gives requested listing (business)	NPA/NNX	NPA/NNX	B
Customer has provided their NPA/NNX and requests for a second listing (business)	NPA/NNX S	NPA/NNX	B
Customer has provided their NPA/NNX and the listing requested is a Non-Published Listing (residence)	NPA/NNX	NP + Locality	R
Customer has provided their NPA/NNX and the listing requested (business) is not found	NPA/NNX	NF + Locality	B
Customer has provided their NPA/NNX and requests an address only (residence)	NPA/NNX	NPA/NNX	R
Customer has called for time or credit (does not want a listing)	NPA/NNX	NN	leave blank
Customer has called for credit due to getting a wrong listing and requests correct listing (business)	NPA/NNX	NPA/NNX	B
Customer is willing to answer survey question, but cannot read the NPA/NNX or doesn't know, customer requests a listing (residence)	ask for the Locality they are calling from	NPA/NNX	R
Customer has provided their NPA/NNX and requests an area code	NPA/NNX	NPA	A
Customer has provided NPA/NNX and the listing requested (business) is an Enterprise Listing	NPA/NNX	copy the entire Enterprise Number	B

PLEASE NOTE: MOST OF THE CALLS AN OPERATOR WILL RECEIVE WILL CONFORM TO THE SCENARIO WHICH IS SHOWN ABOVE IN BOLD OUTLINE.

The above list is not an all inclusive list, other combinations of the above scenario may take place on occasion. Please use the above table as a guide.

Example Worksheet

Ms. Schmitt is an operator out of the Dundee office. She is at the study position from 8:00am until 11:30am on Monday, April 29, 1991. This is a copy of her worksheet from 10:30am until 11:00am. During this time period she took 33 calls.

Attachment 2

Information Services Point-to-Point Study Data Worksheet

Illinois Information Office Peoria Dundee Lombard Chicago Heights Brainerd
 1 (Please Circle One): 1 2 3 4 5

First Four Letters of Operator's Last Name: SCHM Date: 4/29/91

Start Time 10:30 am/pm Stop Time 11:00 am/pm
 (Circle One) (Circle One)

-- Please remember to start a new worksheet each half-hour on the half-hour i.e. 8:00am, 8:30am, 9:00am ... --

- We are taking a short survey today. What is the area code and first 3 digits of the number you are calling from?

(1a)	(1b)	(1c)	(2a)	(2b)	(2c)
Call From ... NPA/NNX NG=Not Given, NA=Not Asked, R=Reserved, M=Missing NPA/NNX = Second 3	Call For ... NPA/NNX NF=Not Found, E=Emergency, T=Transferred, NP=Not Published, NN=No listing entered	Area Code	Call From ... NPA/NNX NG=Not Given, NA=Not Asked, R=Reserved, M=Missing NPA/NNX = Second 3	Call For ... NPA/NNX NF=Not Found, E=Emergency, T=Transferred, NP=Not Published, NN=No listing entered	Area Code
1	708605	312507	26	R	
2	708888	708526	27	312233	312368
3	NG	708632	28	312930	708695
4	815758	708697	29	708990	708832
5	708425	312669	30	NA	T
6	312727	708332	31	708963	312929
7	312727S	NF Chicago	32	708971	708543
8	312283	708391	33	312750	312466
9	219464	708870	34		
10	412364	312871	35		
11	H		36		
12	708499	708832	37		
13	708485	NP Burbank	38		
14	R		39		
15	414678	312558	40		
16	312559	T	41		
17	312220	708741	42		
18	715372	NF Naperville	43		
19	NA	E	44		
20	708594	313	45		
21	216832	708422	46		
22	Dundee	708825	47		
23	708420	708527	48		
24	708887	NP Chicago	49		

Information Services Count Verification Worksheet

Illinois

1

Information Office Peoria Dundee Lombard Chicago Heights Brainerd
(Please Circle One): 1 2 3 4 5

For verification purposes at the end of the STATS recording cycle, which should be a time just before the office opens for the day, the supervisor should record the following STATS data below: the date, their name, the study code number, the total call count for the study operator code, the number of reconnects, and the AWT. This sheet should be included with the data worksheets the operator's are filling out when the worksheets are sent to the AOC Coordinator. Please attach each day's operator's profile for the study number.

Date	Manager's Name	Special Operator Code	Total Count	Reconnects	AWT

If you have 2 study positions within 1 office,
you will have to fill out a separate Attachment 5 for each position.

Information Services Count Verification Worksheet

Indiana

2

Information Office: South Bend

1

For verification purposes at the end of the STATS recording cycle, which should be a time just before the office opens for the day, the supervisor should record the following STATS data below: the date, their name, the study code number, the total call count for the study operator code, the number of reconnects, and the AWT. This sheet should be included with the data worksheets the operator's are filling out when the worksheets are sent to the AOC Coordinator. Please attach each day's operator's profile for the study number.

Date	Manager's Name	Special Operator Code	Total Count	Reconnects	AWT

If you have 2 study positions within 1 office,
you will have to fill out a separate Attachment 5 for each position.

Information Services Count Verification Worksheet

Michigan

3

Information Office Troy Mt. Clement Park I Park II Gratiot Michael Lansing
 (Please Circle One): 1 2 3 4 5 6 7

For verification purposes at the end of the STATS recording cycle, which should be a time just before the office opens for the day, the supervisor should record the following STATS data below: the date, their name, the study code number, the total call count for the study operator code, the number of reconnects, and the AWT. This sheet should be included with the data worksheets the operator's are filling out when the worksheets are sent to the AOC Coordinator. Please attach each day's operator's profile for the study number.

Date	Manager's Name	Special Operator Code	Total Count	Reconnects	AWT

If you have 2 study positions within 1 office,
 you will have to fill out a separate Attachment 5 for each position.

Information Services Count Verification Worksheet

Ohio

4

Information Office
(Please Circle One):

Clearwater

1

Columbus 1

2

For verification purposes at the end of the STATS recording cycle, which should be a time just before the office opens for the day, the supervisor should record the following STATS data below: the date, their name, the study code number, the total call count for the study operator code, the number of reconnects, and the AWT. This sheet should be included with the data worksheets the operator's are filling out when the worksheets are sent to the AOC Coordinator. Please attach each day's operator's profile for the study number.

Date	Manager's Name	Special Operator Code	Total Count	Reconnects	AWT

If you have 2 study positions within 1 office,
you will have to fill out a separate Attachment 5 for each position.

Information Services Count Verification Worksheet

Wisconsin

5

Information Office: Waukesha

1

For verification purposes at the end of the STATS recording cycle, which should be a time just before the office opens for the day, the supervisor should record the following STATS data below: the date, their name, the study code number, the total call count for the study operator code, the number of reconnects, and the AWT. This sheet should be included with the data worksheets the operator's are filling out when the worksheets are sent to the AOC Coordinator. Please attach each day's operator's profile for the study number.

Date	Manager's Name	Special Operator Code	Total Count	Reconnects	AWT

If you have 2 study positions within 1 office,
you will have to fill out a separate Attachment 5 for each position.

**AGREEMENT FOR AMERITECH DIRECTORY
SEARCH ("ADS") COMPENSATION**

This agreement is effective as of October 1, 1992, and is between Michigan Bell Telephone Company, herein called MBT, and Alltel Michigan, Inc., herein called the Local Exchange Carrier (LEC), both corporations organized and existing under the laws of the State of Michigan.

SECTION I

Scope

1.1 MBT owns and maintains a directory assistance database containing the telephone listing data (subscriber name, address and published telephone number, or "non-published" status) of the LEC.

1.2 The telephone listing data in the database is used by MBT to provide directory assistance service for published listings to individuals who call MBT's Directory Assistance offices for the telephone number (or telephone number and address) of the LEC subscribers.

1.3 MBT currently provides electronic access to its directory assistance database (MBT listings only). This electronic access is known as Ameritech Directory Search (ADS) and is available to subscribers to MBT's access service permitting interexchange carriers to deliver MBT directory listings to such carriers' customers without right to sublicense, assign or transfer. For the purpose of providing electronic access to the same database containing the LEC's subscribers, MBT requests authorization from the LEC to include the LEC's subscriber listing data in MBT's ADS Service. MBT will compensate the LEC for the use of their telephone listing data in the provisioning of ADS.

SECTION II

License

2.1 The LEC grants to MBT a personal, nonexclusive, non-transferable license for the term of this Agreement, to use the telephone listing data of subscribers, for the exchange areas identified in Exhibit A incorporated herein by this reference and made part of this Agreement, for the purpose of electronic access to MBT's directory assistance database.

2.2 Nothing in this Agreement or elsewhere shall give MBT any exclusive right to the listing information contained in the directory assistance database for the exchange areas identified in Exhibit A. The LEC shall be free at any time to grant similar licenses and provide information to others under the same or different terms and conditions as the LEC, in its sole discretion, may determine.

SECTION III

Responsibilities of the Parties

3.1 The LEC and MBT agree that one of their most important mutual objectives is to conduct their respective businesses so as to avoid confusion by members of the general public and any others who deal with either the LEC or MBT, as to the separate and independent identity of their respective directories as well as their sales canvasses, advertising and billing. Therefore, it is agreed that:

Neither the LEC nor MBT should make any representation to the public, prospective advertisers, or others, expressed or implied, written or oral, which would imply that MBT is the same as, a part of, or associated with the LEC or its other licenses, or is licensed or authorized by the LEC in any manner to canvass or publish any type of telephone directory in association with the LEC or its other licenses.

3.2 For purposes of this Agreement, MBT is authorized to use the telephone listing data, currently used for directory assistance service, for inclusion in an ADS database, for the sole purpose of providing such listing information to MBT's ADS customers.

3.3 Unauthorized use of information under this Agreement includes, but is not limited to, the following:

- a. Sublicensing, reselling, or otherwise transferring in any manner, any of the listing information by MBT's ADS customers;
- b. Publishing the listing information in the form of directories;
- c. Reproducing copies of any listing information for the purpose of storage in or creation of a database.

3.4 It is agreed that any unauthorized use by MBT of the listing information provided under this Agreement shall subject MBT to revocation of its right to use the LEC's telephone listing data for ADS service after five (5) days written notification to MBT by the LEC.

SECTION IV

Basis of Compensation

4.1 Compensation for the use of the LEC's telephone listing data for MBT's provisioning of ADS shall be as described in Exhibit B.

4.2 MBT shall establish how many screens of ADS information are requested by NPA, and shall compensate the LEC by utilizing the same ratios of the LEC requested information as is used to calculate compensation under the FNPA DA Agreement methodology. Thus, if under the FNPA DA methodology, x% of the requested listings (queries) in a given NPA are the LEC's, then x% of the delivered screens of ADS information for that NPA will be assumed to contain the LEC telephone listing data, and merit compensation hereunder.

4.3 Using the methodology described in the preceding paragraph, and the compensation amount described in Exhibit B, MBT will include a compensation amount in its monthly miscellaneous bill by the first of the second subsequent month in the quarter following the quarter being compensated. When the first of the second subsequent month falls on a weekend or holiday, the due date shall be the next business day.

SECTION V

Miscellaneous Provisions

5.1 If MBT should fail to include compensation on the LEC's monthly miscellaneous bill as described herein, a late payment penalty ("Penalty") shall be due to the LEC. The Penalty will be calculated on the amount due using the rate of interest specified in Michigan Bell Telephone Company Tariff M.P.S.C. 25 Section 2.4.1. Any Penalty due will be included as a separate item on the next statement issued.

5.2 In the event of a dispute with the compensation payments as calculated by MBT, the LEC shall, within fourteen (14) days after receipt of the payment, provide a written description detailing such dispute, and both parties shall mutually agree on the terms for resolution of any and all discrepancies.

5.3 Retroactive adjustments shall be permitted for a period not to exceed twelve (12) months from the date of the written dispute described in Section 5.2.

5.4 This Agreement may be modified at any time by written mutual agreement of the parties.

SECTION VI

Audit

6.1 The LEC shall have the right, at reasonable times and upon reasonable notice, to audit the use of the telephone listing data provided hereunder and compliance with the Agreement (including the special study referred to in Section II of the FNPA DA Agreement). Each party shall bear its own expenses in connection with the conduct of such an audit. In the event a party is found to have materially breached this Agreement, such breach shall be remedied immediately, and the non-breaching party shall have the right to terminate the Agreement, upon fifteen (15) days notice until the other party's breach is remedied.

SECTION VII

Term and Termination

7.1 This agreement shall become effective on the date specified and shall continue in force until terminated by one hundred eighty (180) days prior notice in writing by either company to the other. This Agreement shall be terminated at any time if it is ordered terminated by an order of a regulatory body or a court of competent jurisdiction.

SECTION VIII

Binding Effect

8.1 This Agreement shall be binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 31st day of DECEMBER, 1992.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
Director
Exchange Carrier Relations

Date: 12-31-92

ALLTEL MICHIGAN, INC.

By: Charles M. Stark
Title: President

Date: 12/17/92

EXHIBIT A

AMERITECH DIRECTORY SEARCH
(ADS)

LEC EXCHANGES

<u>Name</u>	<u>Area Code</u>
Addison	517
Alger	517
Baroda	616
Bridgman	517
Burlington	517
Fitchburg	517
Glenn	616
Gregory	313
Homer	517
Lacota	616
Lambertville	313
Lawrence	616
Lupton	517
Morenci	517
Munith	517
Onondaga	517
Parma	517
Prescott	517
Pullman	616
Rives Junction	517
Rose City	517
Sawyer-New Troy	616
Sterling	517
Stockbridge	517
Tekonsha	517
Webberville	517

MICHIGAN BELL TELEPHONE COMPANY

ALLTEL MICHIGAN, INC.

By: R. B. Reynolds
Director
Exchange Carrier Relations

By: Charles M. Stark
Title: President

Date: 12-31-92

Date: 12/17/92

EXHIBIT B

Compensation for ADS

Service/ADS

Telephone listing data of
LEC subscribers.

Compensation

\$.06 per screen or \$10.00
per quarter, whichever is greater.*

*Electronic requests to Michigan Bell's ADS database for LEC's
telephone listing data will be determined via the methodology described
in Section IV and will be subject to the audit provisions hereof. A
screen shall consist of up to ten (10) *subscriber listings*.

MICHIGAN BELL TELEPHONE COMPANY

By: R. B. Reynolds
Director
Exchange Carrier Relations

Date: 12-31-92

ALLTEL MICHIGAN, INC.

By: Charles M. Stark
Title: President

Date: 12/17/92



June 30, 1997

Joel K. Horton
Director - Operator Services Support
GTE Telephone Operations
700 Hidden Ridge, HQ W03B68
Irving, Texas 75038

Dear Joel,

As Ameritech moves forward to enter the long distance market, pursuant to the Telecommunications Act of 1996, we are required to provide nondiscriminatory access to Network Elements. Operator Services and Directory Assistance Services are defined as Network Elements.

In order to comply with this requirement, it is Ameritech's intent to file tariffs in each of the five states in which it operates (Illinois, Indiana, Michigan, Ohio and Wisconsin). The filings will contain rates based on Total Element Long Range Incremental Costs (TELRIC) methodology, as well as, terms and conditions of general applicability for the provision of Operator Services and Directory Assistance Services.

Currently, GTE and Ameritech have an Agreement for the provision of Operator Services and Directory Assistance Services. Section 5.5, of the Agreement, focuses on situations, such as this, where Ameritech needs to change rates because of a Legal or Regulatory requirement.

As state specific rate structures are approved, we will notify you of new rates and assist you in the transition from the agreement to participation in the services under tariff. An analysis, based on current volumes, is being prepared and will be sent to you in a separate mailing. The analysis will provide information on the impact of this change on GTE.

Please be assured that your service will not be affected during this transition period and Ameritech will continue to work with you to provide these services under the generally available terms and conditions.

If you have any questions, please do not hesitate to call George Caraballo at 312 335-6602.

Sincerely,

A handwritten signature in cursive script that reads "Hazel Gillaspie".

Hazel Gillaspie
Product Marketing Manager-OS, DA & NDA

OPERATOR SERVICES AGREEMENT

Effective as of September 1, 1995
Executed as of August 30, 1995

THIS AGREEMENT, is effective as of the 1st day of September, 1995, between Ameritech Telephone Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation, whose principal place of business is 2000 West Ameritech Center Dr., Hoffman Estates, IL 60196, and as an agent of the Ameritech Operating Companies (collectively referred to as Ameritech) and GTE North Incorporated, a Wisconsin Corporation, (Customer).

WHEREAS Ameritech and Customer want to consolidate the several agreements already entered regarding Ameritech's provision of operator and directory assistance services; and

WHEREAS both parties want to expand their business relationship;

THEREFORE, in consideration of the promises and covenants contained herein, the parties do mutually agree as follows.

1. Scope of the Agreement

- 1.1 This Agreement establishes the terms and conditions governing the provision of manual and automated intraLATA Operator Services and Local and Home NPA Directory Assistance Services to the Customer by Ameritech.
- 1.2 By agreement of the parties, this Agreement supersedes any of the terms and conditions regarding the provision of Operator Service (OS) and Directory Assistance (DA) in the contracts listed in Exhibit A. Rights and liabilities already accrued under the terms and conditions of such prior contracts shall not be affected, but all services provided under this Agreement once effective shall be governed by the terms and conditions outlined herein.

2. Scope of the Services

- 2.1 Ameritech will provide manual and automated Operator Assistance (OS) and Directory Assistance (DA) services to Customer. The services will include Local and intrastate, intraLATA, interstate intraLATA Operator Services; and Local and Home NPA Directory Assistance services. Exhibits B and C define those services and the charges applicable to each. Customer exchanges for which these services will be provided are listed in Appendices A and B attached at the end of this Agreement.
- 2.2 Customer will provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for OS and DA services. Any additional Customer responsibilities for delivering traffic to Ameritech, specifically in regard to OS and DA calls from outside the five state Ameritech Region (i.e., Illinois, Indiana, Michigan, Ohio and Wisconsin) if provided, will be set forth in Exhibit D.

3. Responsibilities of the Parties

- 3.1 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of assuring that the operator service network meets current industry standards consistent with providing service at low cost.
- 3.2 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.
- 3.3 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the state regulatory commission having jurisdiction over the provision of such service. Ameritech will provide to Customer survey reports which evaluate the quality of service provided on a quarterly basis. These reports will include speed of answer, work time performance, and a quality survey. Ameritech will provide Customer access, upon reasonable written request, to Ameritech's OS and DA facilities (i.e., service centers) for the purpose of viewing the quality of service provided under this Agreement. Such access will be allowed twice per one year period. In addition, Customer may propose its own qualitative measurements for quality of service standards that then will be mutually agreed upon by both parties. Ameritech will maintain the quality of service as measured by qualitative standards which has been mutually agreed upon. Customer may independently test to ensure Ameritech's compliance with the qualitative standards established hereunder. If Ameritech fails such quality tests, Customer will notify Ameritech promptly in writing, and Ameritech will have sixty (60) days

after receipt of notification to bring itself into compliance with the quality standards.

- 3.4 Ameritech will provide applicable information to the Customer to enable Customer to furnish separations study requirements to the FCC and the Customer's state commissions. Records pertaining to service and costs for the Customer will be made available to the Customer within sixty (60) days after a written request is received by Ameritech.
- 3.5 Customer is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the mutually agreed upon meet point with Ameritech facilities. Exhibit D attached hereto describes the facilities that are the responsibility of the Customer for out of region traffic, if applicable. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities shall be provided by the respective companies, to the extent necessary.
- 3.6 Customer will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's operator offices. Customer will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference, whether from foreign wire lines or otherwise.
- 3.7 Customer will continue to furnish to Ameritech, all information necessary for provision of OS and DA. For OS this information includes, but is not limited to, emergency agencies, calling cards accepted by Customer, rate information (such as mileage bands, operator surcharge information), and originating screening information. Customer will keep these records and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Customer will inform Ameritech of other changes in the records on a mutually agreed upon schedule.
- 3.8 Ameritech will include as part of its OS, calling card services for Customer's subscribers, and will accept calling cards issued by Customer or calling cards for which Customer has made agreements with the card issuer to accept those calling cards. In all cases, Customer or the card issuer must provide access to Ameritech for validation of such calling card charges.
- 3.9 For DA services, Customer will furnish Ameritech twenty (20) days before DA service is initiated details necessary to provide that service. This information includes, but is not limited to, listing information for the areas to be served by Ameritech, and network information necessary to provide for the direct trunking of the DA calls. For branding of DA calls,

Customer must provide a cassette tape of an announcement, no longer than 3 seconds, for installation on the DA switch. Customer will inform Ameritech, in writing or by any other mutually agreed format, of any necessary changes, additions, or deletions to be made in such records.

3.10 DA listings provided to Ameritech by Customer under the current DA agreements will be maintained by Ameritech only for providing DA information to Customer subscribers, and will not be disclosed to third parties. If Customer provides DA listings to Ameritech for OS/DA services provided for Customer's traffic outside the Ameritech region, such DA listings will be maintained by Ameritech only to provide DA information to Customer's subscribers. This section does not prohibit Ameritech and Customer from entering a separate agreement which would allow Ameritech to provide or sell Customer's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

4. Billing and Payment

4.1 Ameritech will bill Customer monthly for the OS and DA services it performs for each Customer exchange at the rates specified in Exhibits B and C, which will include detailed billing information as required to substantiate its charges.

4.2 Customer acknowledges that for those OS and DA calls which are outside the five state Ameritech region, Customer will accept Category 10 records for unrated calls, as defined in Bellcore's Customer Record Information System (CRIS), Exchange Record Document, from Ameritech in order to bill end users for those calls, if such OS and DA services are provided under this Agreement.

4.3 Customer will pay Ameritech for all undisputed amounts within thirty (30) days of receipt of the invoice for the OS and DA services performed by Ameritech. When the payment date falls on a weekend or holiday, the due date shall be the next business day. Disputed amounts will be paid as outlined in Section 4.5 below.

4.4 A late payment charge of 1.5% monthly or the highest legal rate will be assumed if payment is not received within forty-five (45) days of Customer's receipt of the invoice.

4.5 If any portion of the billing statement is in dispute, the disputing party shall inform the other party in writing of the disputed amount(s) involved. "Post payment disputed amounts" shall also be declared in writing to the other party subsequent to the payment and receipt of funds.

applicable to the disputed portion of any statement. Parties will have until thirty (30) days from the date the disputing party identified the dispute in writing to resolve the dispute informally. Such disputed amounts or post payment disputed amounts shall be payable by the 15th day from the date resolving the dispute. In the event a dispute cannot be informally reconciled between the parties, it shall be resolved through binding arbitration. The terms and conditions applicable to arbitration under this section will included in Exhibit E.

4.6 Customer may rearrange its OS and DA service structures and rehome exchanges being served under this Agreement, provided Customer provides written notice to Ameritech ninety (90) days prior to rehomeing the exchange. In no event, shall Customer rehome more than twenty-five (25 %) of the total measured traffic during the term of this Agreement. At any time Customer rehomes an exchange, the percentage of traffic rehomed will be calculated by dividing the amount of calls removed by the annual total measured volume of calls. The annual total measured volume of calls will be calculated by multiplying the average monthly volume of calls times twelve (12). The average monthly volume of calls will be calculated by adding the total volume of calls for the six (6) months prior to the written notification of the removal of the exchange and dividing the total by six (6).

4.7 Within the six weeks after the notification of the rehomeing of an exchange, Ameritech shall be allowed to match any third party offer to provide OS and DA for that exchange.

4.8 Ameritech may refuse to provide OS or DA services to any of Customer exchanges that are outside the five state Ameritech region due to technical, financial, or administrative limitations.

5. Term and Termination

5.1 This Agreement shall become effective on the day it is signed by both parties and shall remain in effect for thirty-six (36) months. Both parties agree to begin negotiating new rates and terms and conditions for OS and DA service provided under this Agreement six (6) months prior to the end of the thirty-six (36) month term.

5.2 This Agreement shall be automatically renewed for a period of three successive one year terms, unless terminated in writing by either party ninety (90) days in advance of the annual renewal date.

5.3 If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing

party of the failure to perform and allowing the non-performing party thirty (30) days (except as provided in Section 3.3) to cure such failure, may terminate this Agreement immediately upon written notice to the non-performing party.

- 5.4 Upon termination of this Agreement, all claims by Ameritech or Customer for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.
- 5.5 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to change the Agreement, then the parties will meet, negotiate and, if accord is reached, make the required changes by written agreement. If any changes are material and either of the parties determines that such material changes are not consistent with its interests, it may terminate the Agreement. Termination under these conditions shall be deemed a termination without cause, and neither party shall have any liability in connection with such termination.

6. Indemnification

- 6.1 To the extent not prohibited by law, each party shall defend, indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability arising out of negligence or willful misconduct by the Indemnifying Party, its agents or contractors, in connection with the Indemnifying Party's provisions of services and/or functions under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 6.2 The Indemnifying Party agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability including reasonable attorney fees. The Indemnifying Party shall not be liable for settlements by the Indemnified Party unless the Indemnifying Party has approved such settlements in advance and agrees to be bound by the agreement incorporating such settlements.
- 6.3 The provisions of this Section shall survive the termination of this Agreement.

7. Limitation of Liability

7.1 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, except as provided in Section 7.2, Ameritech shall not be liable for any loss, nor for defects or equipment failures, caused in whole or in part by conduct of Customer, Customer's agents, servants, contractors or others acting in aid or in concert with Customer.

7.2 In the case of any loss, cost, claim injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 6 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.

7.3 Other than fees owed to Ameritech as provided in Section 4 of this Agreement, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to the amount of actual direct damages which are proven.

7.4 These remedies shall be exclusive of all other remedies against Ameritech or Customer, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).

7.5 Absent such wanton or willful misconduct, in no event shall Ameritech or Customer have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.

8. Miscellaneous

8.1 Compliance. Ameritech and Customer shall comply with all applicable legislation and government agency orders and regulations prohibiting discrimination against any employee or applicant for employment because of, but not limited to, race, color, religion, sex, national origin, age or handicap. Where required by law, certificates of compliance shall be provided by the appropriate party. Each party shall comply with the provisions of the Fair Labor Standards Act of 1983, as amended, and all other applicable federal, state and local laws governing employment.

- 8.2 Independent Contractors. The relationship between the parties shall not be that of partners and nothing herein contained shall be deemed to constitute a partnership among them.
- 8.3 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.
- 8.4 Severability. The illegality or invalidity of any provision of the Agreement will not affect the legality or enforceability of the remaining provisions unless the holding of illegality adversely and materially affects the Agreement or the services to be provided for or by one or both of the parties. In the event a provision of the Agreement is found illegal or invalid, and such finding does not materially and adversely affect the Agreement or the services to be provided herein, the Agreement shall then be construed as if such unenforceable or unlawful provision, or portion of a provision, had not been contained herein.
- 8.5 Confidentiality. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

8.6 Waiver and Governing Law. This Agreement shall not be amended or altered except in writing signed by authorized representative of both parties hereto. This Agreement shall be governed by the laws of the state in which the services are performed.

8.7 Taxes. The charges under this Agreement do not include any sales, use, excise, transaction of other similar taxes levied against or upon the receipt of services or goods pursuant to this Agreement. Customer shall be responsible for all such taxes and, if such taxes are applicable, they shall be separately stated on the invoice to Customer.

8.8 Assignment. Neither Ameritech or Customer may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and Customer may assign this Agreement to a corporate affiliate upon prior written notice. Ameritech shall not withhold consent the assignment of any rights under this Agreement with respect to properties in exchanges sold or transferred by Customer provided that Customer sends written notification to Ameritech, at least sixty (60) days in advance of the effective date of the sale or transfer.

8.9 Entire Agreement. This Agreement and all Exhibits and Appendices attached hereto, constitute the entire agreement between the parties and supersedes all previous proposals, both verbal and written.

Attached and incorporated herein are:

- Exhibit A - List of Contracts
- Exhibit B - Operator Services
- Exhibit C - Directory Assistance
- Exhibit D - Required Facilities
- Exhibit E - Dispute Resolution Procedures
- Appendix A - GTE Offices with Ameritech Operator Service
- Appendix B - GTE Offices with Ameritech Directory Assistance Service

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of this 30th day of August, 19 95.

Ameritech Telephone Industry
Services

By: Brad M. Krall

Printed: Brad M. Krall

Title: Vice President-Centralized Opns.

By: Michael E. Earley

Printed: Michael E. Earley

Title: Vice President-LEC Services
Sales & Marketing

for Ameritech Services, Inc.
on behalf of the Ameritech
Operating Companies

APPROVED AS TO FORM AND LEGALITY

J.R. Leachman
Attorney, GTE Telephone Operations
Date: 7.28.95

Approved
as to form

John R. Leachman
Attorney

Exhibit A

Contracts Superseded by This Agreement

The following agreements are superseded by this Agreement as of the date this Agreement becomes effective.

1. Agreement for Intrastate IntraMSA, Interstate IntraLATA and Local Operator Services, between Illinois Bell Telephone Co. and GTE - North, Inc., effective May 1, 1993, signed December 16, 1993 (includes operator service only).
2. Directory Assistance Service Agreement, between Illinois Bell Telephone Co. and GTE - North, Inc., effective September 1, 1988, signed September 8, 1988. amended May 5, 1991, amendment effective October 1, 1990 (includes directory assistance service only).
3. Service Agreement for Local and IntraLATA Toll, "0" Operator Services, between Indiana Bell Telephone Co., Inc. and GTE - North, Inc., effective December 31, 1988; Amendment No. 1, effective 1992; and Amendment No. 2, effective January 1, 1993 (includes operator service only).
4. Operator Service Agreement, between Michigan Bell Telephone Co. and GTE - North Inc., effective April 1, 1991, signed April 23, 1991 (includes both operator service and directory assistance service).
5. Operator Services Agreement, between The Ohio Bell Telephone Co. and GTE - North Inc., effective July 1, 1993, signed September 30, 1993 (includes both operator service and directory assistance service).
6. License Agreement for Wisconsin Bell, Inc. Provisioning of Local and IntraLATA Toll Operator Services, between Wisconsin Bell, Inc. and GTE - North Inc., effective May 15, 1991, signed June 20, 1991 (includes operator service only).
7. Information Operator Service Agreement Annex 3-1, between Wisconsin Bell, Inc. and GTE - North, Inc., effective April 1, 1989, signed March 13, 1989 (includes directory assistance service only).

Operator Services

A. Definitions - Operator Services consist of the following services.

1. Manual Call Assistance - manual call processing with operator involvement for these services:

- a. Calling card - the customer dials 0+ or 0- and provides operator with calling card number for billing purposes.
- b. Collect - the customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- c. Third number billed - the customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
- d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:
 - 1) assisting customers requesting help in completing calls or requesting information on how to place calls;
 - 2) handling emergency calls;
 - 3) verifying "no answer" and "busy" conditions for customer;
 - 4) handling credits and coin telephone local refund requests;
 - 5) providing local and intraLATA operator assisted call rate information; and
 - 6) handling person to person calls.

2. Automated Call Assistance - mechanized call processing without operator involvement for these services, specifically:

- a. Automated calling card service (ACCS) - the customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

- b. Automated collect and third number calling (ACTC) - the customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information.
 - c. Automated coin toll services (ACTS) - ACTS calculates charges, relates the charge to the customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.
 - 3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB to verify the existence of a valid billing account.
 - 4. Operator Transfer Service (OTS) - calls in which the end user dials "0" and is connected to an Ameritech operator and may request call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the end user to the requested IXC's point of termination.
- B. Rate Application** - Ameritech will provide Operator Services and will bill Customer the applicable rates on a monthly basis, in accordance with the following methodology:
- 1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
 - 2. Automated Call Assistance (ACCS, ACTC and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
 - 3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.
 - 4. Operator Transfer Service - calls are multiplied by the per completed call rate.
 - 5. Ameritech as the Primary Toll Carrier in Illinois Only
 - a. Operator Assistance - no charge. Ameritech retains the operator surcharge revenues associated with calls originated from LEC's exchanges.

b. ACCS, ACTC and ACTS - no charge. Ameritech retains the operator surcharge revenues associated with calls originated from LEC's exchanges.

c. LIDB Validation - no charge. Ameritech retains the operator surcharge revenues associated with calls originated from LEC's exchanges.

Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

In the event Ameritech is responsible for lost, destroyed or mutilated TOPS AMA recordings, Ameritech will not bill Customer for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech will bill Customer for those calls using actual data.

C. Rate Table

1. Operator Assistance Occurrences - rates will apply based on the total monthly volume. LIDB charges are included in rates.

400 - 600K	\$.424
600 - 800K	\$.394
800K - 1.1M	\$.364
1.1M - above	\$.361

Michigan Only - the following rates will apply to operator handled calls in Michigan frozen at the 1994 volume of 3.6 million calls per year during the 3 years of the Agreement. The above listed rates will apply to any Michigan OS calls above the 1994 volume. LIDB charges are included in rates.

year 1	\$.27
year 2	\$.30
year 3	\$.33

2. Automated Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

200 - 300K	\$.051
300 - 450K	\$.046
450 - 550K	\$.041
550 - 650K	\$.037
650K - above	\$.033

- 2.1 LIDB Validation - one rate will apply.

per occurrence	\$.0646
----------------	----------

3. Operator Transfer -one rate will apply.

per occurrence	\$.220
----------------	---------

D. Rate Review

Due to the change in the manner OS calls will be rated, both parties agree that the rate per occurrence shall be reviewed after the initial three (3) month period under this Agreement. If the total billing for the initial three month period of this Agreement for all four states except Michigan differs by plus or minus five percent ($\pm 5\%$) from the total number of work seconds incurred by Ameritech to perform the services multiplied by \$.018 per work second, then an equitable adjustment of the Rate per occurrence herein to be paid by Customer shall be promptly negotiated by both parties and incorporated as amended to this Agreement.

Exhibit C

Directory Assistance

A. Definition - Directory Assistance service shall consist of the following services.

1. Local Directory Assistance - those calls in which the end users dial "411" or "555-1212" to obtain Directory Assistance for local numbers located within their NPA.¹
2. Local and "HNPA-DA" - those calls in which the end users dial "1+411" or "1+555-1212" to obtain Directory assistance for toll numbers located within their NPA.¹
3. Information Call Completion - provides an end user who has accessed the Directory Assistance Call Service operator or has received a number from the Audio Response Unit (ARU), the option of having the call completed either by an operator or by pressing a specific digit on a touch tone telephone.
4. Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

B. Contract Rates and Application - the following rates and charges will apply

1. Local and "HNPA-DA" Directory Assistance - rate will apply on a completed basis for all direct trunked calls.

per DA call \$.225

2. Local and "HNPA-DA" Directory Assistance - rate will apply on a completed basis for all non-direct trunked calls.

per DA call \$.248

¹ Calls defined herein by dialing arrangement shall remain subject to this Agreement if such dialing arrangements change during the term of this Agreement unless such change makes service technically or economically impracticable.

3. Information call completion - rates apply on a completed basis.

zero - 1.8M	\$.19
1.8M - 2.2M	\$.18
2.2M - 2.6M	\$.17
2.6M - above	\$.16

4. Branding - rate is a one time charge assessed on a per trunk group basis. A trunk group is a set of circuits from an end office to a tandem, from tandem to tandem, or from tandem to end office that possess the same characteristics, such as transporting the same type of traffic, and that are all assigned the same trunk group number.

per trunk group	\$ 650.00
-----------------	-----------

Exhibit D

Required Facilities

As provided in Section 3. (Responsibilities of the Parties) above, Customer is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Customer needs to deliver its traffic direct from the end office to the TOPS switch location, and there can be no tandem switching. The TOPS location to which Customer will be responsible for delivering its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Customer deliver its OS or DA traffic to the TOPS switch most closely located to the Customer's exchange originating the call. This exhibit applies only in the event that Ameritech provides OS and DA services for some of Customers' OS and DA calls that originate outside of the Ameritech five state region.

Dispute Resolution

- A. The parties desire to resolve certain disputes, controversies, and claims arising out of this Agreement without litigation. Accordingly, the remedy with respect to any dispute, controversy or claim arising out of or relating to Section 4.5 of this Agreement will be an arbitrable dispute. The term "Arbitrable Dispute" means any dispute, controversy or claim to be resolved in accordance with the dispute resolution procedure specified in this Exhibit C.
- B. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Arbitrable Dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- C. If the negotiations do not resolve any Arbitrable Dispute, either party may elect to submit such dispute, controversy or claim to arbitration by (i) giving the other party written notice (an Arbitration Notice) of its intention to arbitrate, which notice shall contain a reasonably detailed statement of the nature of the dispute, controversy or claim, as well as the amount involved and the remedy sought and (ii) taking such other steps as are necessary to commence arbitration proceedings under the Commercial Arbitration Rules of the American Arbitration Association (including, but not limited to, the payment of any administrative fee provided for under such rules). As promptly as practicable after receipt of an Arbitration Notice, three arbitrators who are experienced in the resolution of disputes relating to provision of services similar to the Operator Services covered by this Agreement shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

- D. The arbitration shall be heard by a panel of the three arbitrators so chosen (the Arbitration Panel), and the resolution of the dispute, controversy or claim shall be determined by a majority vote of the Arbitration Panel. The Commercial Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration; provided, however, that the Arbitration Panel (i) shall allow the parties to conduct reasonable discovery, in accordance with the provisions of paragraph E. below, (ii) shall require that all testimony taken in connection with the arbitration be transcribed, (iii) shall use its best efforts to ensure that the arbitration proceedings are concluded expeditiously (but in no event later than sixty (60) days after the completion of discovery by the parties), (iv) shall render its judgment and award (if any) within twenty (20) days after the conclusion of the arbitration proceedings and (v) as promptly as practicable after rendering its judgment and award (if any), shall prepare and distribute to the parties written findings of fact and conclusions of law providing a basis for such judgment and award.
- E. Except as provided in this subsection, reasonable discovery may be conducted by the parties for a period of sixty (60) days under the supervision of the Arbitration Panel. Each party may submit in writing to the other party, and that party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, and requests for admission. Each party may also take the oral deposition of one individual associated with the other party. Additional discovery may be permitted upon mutual agreement of the parties.
- F. Any award rendered by the Arbitration Panel shall be final, conclusive and binding upon the parties, and judgment may be entered and enforced in any court of competent jurisdiction.
- G. The parties shall bear equally all fees, costs and expenses of the arbitration, and each party shall bear its own legal expenses, attorneys' fees, and costs of experts and witnesses; provided, however, that if an Arbitrable Dispute is resolved in favor of one party in all material respects, then the Arbitration Panel may apportion the costs and expenses incurred by the prevailing party in such manner as the Arbitration Panel deems equitable.

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
INDIANA	GTE North	AKRON	219/893	X		X	
INDIANA	GTE North	CICERO	317/984	X		X	X
INDIANA	Alltel	CUTLER	317/268	X			X
INDIANA	GTE North	FRANKTON	317/754	X		X	X
INDIANA	GTE North	GREENCASTLE	317/633-658	X		X	X
INDIANA	GTE North	MECHANICSBURG	317/779	X		X	X
INDIANA	GTE North	MORTON	317/739	X		X	X
INDIANA	GTE North	PENDLETON	317/778	X		X	X
INDIANA	GTE North	PERKINSVILLE	317/734	X		X	X
INDIANA	GTE North	SHIRLEY	317/737	X		X	X
INDIANA	GTE North	WESTFIELD	317/877-896	X		X	X
INDIANA	GTE North	WINDFALL	317/945	X		X	X
INDIANA	GTE North	WORTHINGTON	812/875	X			X
ILLINOIS	Continental	ADDIEVILLE	618/424	X	X		
ILLINOIS	Continental	ALBANY	309/887	X	X		
ILLINOIS	Continental	ALBERS	618/248	X	X		
ILLINOIS	Continental	ALEDO	309/582	X	X		
ILLINOIS	Continental	ALEXIS	309/482		X		
ILLINOIS	Continental	ALPHA	309/529	X	X		
ILLINOIS	Continental	ALTAMONT	618/483	X	X		
ILLINOIS	Continental	ALVIN	217/765	X	X		
ILLINOIS	GTE North	AMBOY	815/857		X		
ILLINOIS	Continental	ANDOVER	309/476	X	X		
ILLINOIS	GTE North	APPLE RIVER	815/594		X		
ILLINOIS	GTE North	ARGENTA	217/795	X	X		X
ILLINOIS	Alltel	ARMSTRONG	217/569	X	X		X
ILLINOIS	GTE North	ASHKUM	815/698	X	X		X
ILLINOIS	GTE North	ASHTOM	815/453		X		
ILLINOIS	Continental	ASHLEY	618/485	X	X		
ILLINOIS	GTE North	AUBURN	217/438	X	X		X
ILLINOIS	Continental	BARTELSON	618/765	X	X		
ILLINOIS	Continental	BATCHTOWN	618/396	X	X		
ILLINOIS	Continental	BATH	309/546	X	X		
ILLINOIS	GTE North	BEAVERVILLE	815/435	X	X		X
ILLINOIS	Continental	BEECHER CITY	618/487	X	X		
ILLINOIS	GTE North	BELVIDERE	815/544-547	X	X		X
ILLINOIS	GTE North	BEMENT	217/678	X	X		X
ILLINOIS	GTE North	BENLD	217/835	X	X		
ILLINOIS	GTE North	BENSON	309/394	X	X		X
ILLINOIS	GTE North	BETHANY	217/665	X	X		X
ILLINOIS	Continental	BISMARCK	217/759	X	X		
ILLINOIS	Alltel	BONDVILLE	217/863	X	X		X
ILLINOIS	GTE North	BRIMFIELD	309/446	X	X		X
ILLINOIS	GTE North	BROADLANDS	217/834	X	X		X

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
ILLINOIS	Continental	BROWNSTOWN	618/427	X	X		
ILLINOIS	Continental	BRUSSELS	618/883	X	X		
ILLINOIS	GTE North	BUCKLEY	217/394	X	X		X
ILLINOIS	GTE North	BUNKER HILL	618/585	X	X		X
ILLINOIS	GTE North	BYRON	815/234	X	X		X
ILLINOIS	GTE North	CAPRON	815/569	X	X		X
ILLINOIS	GTE North	CARLINVILLE	217/854	X	X		
ILLINOIS	Alltel	CASEY	217/932		X		
ILLINOIS	Continental	CEDAR POINT	815/446	X	X		
ILLINOIS	GTE North	CEDARVILLE	815/563		X		
ILLINOIS	GTE North	CERRO GORDO	217/763	X	X		X
ILLINOIS	GTE North	CHADWICK	815/684	X	X		
ILLINOIS	GTE North	CHATHAM	217/483	X	X		X
ILLINOIS	GTE North	CHEBANSE	815/697	X	X		X
ILLINOIS	Alltel	CHENEYVILLE	217/339	X	X		X
ILLINOIS	GTE North	CHERRY VALLEY	815/332	X	X		X
ILLINOIS	Continental	CHESTERFIELD-ROCKBRIDGE	618/753	X	X		
ILLINOIS	GTE North	CHILLICOTHE	309/274	X	X		X
ILLINOIS	GTE North	CISCO	217/669	X	X		X
ILLINOIS	Alltel	CISSNA PARK	815/457	X	X		X
ILLINOIS	GTE North	CLIFTON	815/694	X	X		X
ILLINOIS	GTE North	COFFEEN	217/534	X	X		
ILLINOIS	GTE North	COLETA	815/336	X	X		
ILLINOIS	Alltel	COLLISON	217/776	X	X		X
ILLINOIS	Alltel	CONGERVILLE	309/448	X	X		X
ILLINOIS	Continental	CORDOVA	309/654	X	X		
ILLINOIS	GTE North	CRESTON	418/384		X		
ILLINOIS	GTE North	CUBA	309/785	X	X		X
ILLINOIS	GTE North	DAKOTA	815/449		X		
ILLINOIS	GTE North	DALTON CITY	217/874	X	X		X
ILLINOIS	Alltel	DANFORTH	815/447	X	X		X
ILLINOIS	GTE North	DAVIS	815/865		X		
ILLINOIS	Alltel	DEER CREEK	309/447	X	X		X
ILLINOIS	GTE North	DEKALB	815/753,756 758,748		X		
ILLINOIS	GTE North	DELAND	217/664	X	X		X
ILLINOIS	GTE North	DIVERNON	217/628	X	X		X
ILLINOIS	GTE North	DONNELLSON	217/537	X	X		
ILLINOIS	GTE North	DONOVAN	815/486	X	X		X
ILLINOIS	GTE North	DOW	618/885	X	X		X
ILLINOIS	GTE North	DUNLAP	309/243	X	X		X
ILLINOIS	Continental	DUBOIS	618/787	X	X		
ILLINOIS	GTE North	DURAND	815/248	X	X		
ILLINOIS	GTE North	EARLVILLE	815/246	X	X		X
ILLINOIS	Continental	EAST DUBUQUE	815/747	X	X		

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
ILLINOIS	Alltel	EAST LYNN	217/375	X	X		X
ILLINOIS	GTE North	EDELSTEIN	309/249	X	X		X
ILLINOIS	Continental	EDGEWOOD	618/238	X	X		
ILLINOIS	Continental	ELIZA	309/537	X	X		
ILLINOIS	GTE North	ELIZABETH	815/858		X		
ILLINOIS	GTE North	ELLIOTT	217/749	X	X		X
ILLINOIS	GTE North	ELMWOOD	309/742	X	X		X
ILLINOIS	GTE North	ELWIN	217/767-865	X	X		X
ILLINOIS	Continental	ERIE	309/659	X	X		
ILLINOIS	GTE North	EUREKA	309/467	X	X		X
ILLINOIS	Continental	FARINA	618/245	X	X		
ILLINOIS	Continental	FAYETTEVILLE	618/677	X	X		
ILLINOIS	Continental	FIELDON	618/376	X	X		
ILLINOIS	GTE North	FILLMORE	217/538	X	X		
ILLINOIS	Alltel	FISHER	217/897	X	X		X
ILLINOIS	Alltel	FLATVILLE	217/694	X	X		X
ILLINOIS	Alltel	FOOSLAND	217/846	X	X		X
ILLINOIS	GTE North	FORRESTON	815/938		X		
ILLINOIS	GTE North	FRANKLIN GROVE	815/456		X		
ILLINOIS	GTE North	FREEPORT	815/232,233,235		X		
ILLINOIS	Alltel	FULTON	815/589	X	X		
ILLINOIS	GTE North	GARDEN PRAIRIE	815/597	X	X		X
ILLINOIS	GTE North	GENOA	815/784		X		
ILLINOIS	GTE North	GERMAN VALLEY	815/362		X		
ILLINOIS	Alltel	GIFFORD	217/568	X	X		X
ILLINOIS	GTE North	GILLESPIE	217/839	X	X		
ILLINOIS	GTE North	GIRARD	217/627	X	X		X
ILLINOIS	Alltel	GOODFIELD	309/965	X	X		X
ILLINOIS	Continental	GRANVILLE	815/339	X	X		
ILLINOIS	Alltel	GREENUP	217/923		X		
ILLINOIS	GTE North	GREENVIEW	217/968	X	X		X
ILLINOIS	GTE North	GROVELAND	309/387	X	X		X
ILLINOIS	GTE North	HAMBURG	618/232	X	X		X
ILLINOIS	GTE North	HAMMOND	217/262	X	X		X
ILLINOIS	Continental	HAMPTON	309/496		X		
ILLINOIS	GTE North	HANOVER	815/591		X		
ILLINOIS	GTE North	HARDIN	618/576	X	X		X
ILLINOIS	GTE North	HEBRON	815/648	X	X		X
ILLINOIS	Continental	HECKER	618/473	X	X		
ILLINOIS	Continental	HENNING	217/286	X	X		
ILLINOIS	GTE North	HENRY	309/364	X	X		X
ILLINOIS	Continental	HETTICK	618/778	X	X		
ILLINOIS	GTE North	HIGHLAND	618/654	X	X		X
ILLINOIS	Continental	HILLSDALE	309/658	X	X		
ILLINOIS	GTE North	HINCKLEY	815/286		X		

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
ILLINOIS	Continental	HOFFMAN	618/495	X	X		
ILLINOIS	GTE North	HOMER	217/896	X	X		X
ILLINOIS	Alltel	HOOPESTON	217/283	X	X		X
ILLINOIS	GTE North	HOOPPOLE	815/948	X	X		
ILLINOIS	GTE North	HOPEDALE	309/449	X	X		X
ILLINOIS	Continental	HOYLETON	618/493	X	X		
ILLINOIS	GTE North	ILLIOPOLIS	217/486	X	X		X
ILLINOIS	Continental	INA	618/437	X	X		
ILLINOIS	Continental	IRVINGTON	618/249	X	X		
ILLINOIS	Alltel	IVESDALE	217/564	X	X		X
ILLINOIS	GTE North	JERSYVILLE	618/498	X	X		X
ILLINOIS	Continental	JOY	309/584	X	X		
ILLINOIS	GTE North	KAMPSVILLE	618/653	X	X		X
ILLINOIS	Alltel	KANSAS	217/948	X	X		
ILLINOIS	Continental	KEITHSBURG	309/374	X	X		
ILLINOIS	Continental	KEYESPORT	618/749	X	X		
ILLINOIS	Continental	KILBOURNE	309/538	X	X		
ILLINOIS	GTE North	KIRKLAND	815/522		X		
ILLINOIS	GTE North	LANARK	815/493	X	X		
ILLINOIS	GTE North	LAPLACE	217/677	X	X		X
ILLINOIS	GTE North	LAROSE	309/399	X	X		X
ILLINOIS	GTE North	LEAF RIVER	815/738	X	X		
ILLINOIS	GTE North	LELAND	815/495	X	X		X
ILLINOIS	GTE North	LENA	815/369		X		
ILLINOIS	Continental	LITTLE YORK	309/729	X	X		
ILLINOIS	GTE North	LOAMI	217/624	X	X		X
ILLINOIS	GTE North	LODA	217/386	X	X		X
ILLINOIS	GTE North	LOWPOINT	815/854	X	X		
ILLINOIS	Alltel	LUDLOW	217/396	X	X		X
ILLINOIS	Alltel	LYNDON	815/778	X	X		
ILLINOIS	GTE North	MACKINAW	309/359	X	X		X
ILLINOIS	GTE North	MACON	217/764	X	X		X
ILLINOIS	GTE North	MAHOMET	217/586	X	X		X
ILLINOIS	GTE North	MALTA	815/825		X		
ILLINOIS	GTE North	MANSFIELD	217/489	X	X		X
ILLINOIS	GTE North	MAPLE PARK	815/827		X		
ILLINOIS	GTE North	MAROA	217/794	X	X		X
ILLINOIS	GTE North	MARTINTON	815/428	X	X		X
ILLINOIS	Continental	MASCOUTAH	618/566	X	X		
ILLINOIS	Continental	MASON CITY	217/482	X	X		
ILLINOIS	GTE North	MASBACH	815/598		X		
ILLINOIS	Continental	MAHTERVILLE	309/754	X	X		
ILLINOIS	GTE North	MCCONNELL	815/868		X		
ILLINOIS	Continental	MEDORA	618/719	X	X		
ILLINOIS	GTE North	MELVIN	217/388	X	X		X

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
ILLINOIS	Alltel	MILFORD	815/889	X	X		X
ILLINOIS	GTE North	MILLEDGEVILLE	815/225	X	X		
ILLINOIS	Continental	MILLSTADT-WESTVIEW	618/225	X	X		
ILLINOIS	GTE North	MINONK	309/432	X	X		X
ILLINOIS	GTE North	MONROE CENTER	815/734		X		
ILLINOIS	GTE North	MONTICELLO	217/762	X	X		X
ILLINOIS	Alltel	MORRISON	815/772	X	X		
ILLINOIS	GTE North	MORTON	309/263-266	X	X		X
ILLINOIS	GTE North	MOSSVILLE	309/578-579	X	X		X
ILLINOIS	GTE North	MT. MORRIS	815/734		X		
ILLINOIS	GTE North	MT. OLIVE	217/999	X	X		
ILLINOIS	GTE North	MT. ZION	217/864	X	X		X
ILLINOIS	Continental	MULBERRY GROVE	618/326	X	X		
ILLINOIS	Alltel	NEOGA	217/895		X		
ILLINOIS	Continental	NEW BADEN	618/588	X	X		
ILLINOIS	GTE North	NEW BERLIN	217/488	X	X		X
ILLINOIS	Continental	NEW BOSTON	309/587	X	X		
ILLINOIS	GTE North	NEW DOUGLAS	217/456	X	X		
ILLINOIS	GTE North	NEW MILFORD	815/874	X	X		X
ILLINOIS	Continental	NEW MINDEN	618/478	X	X		
ILLINOIS	GTE North	NEWMAN	217/837	X	X		X
ILLINOIS	GTE North	NIANTIC	217/668	X	X		X
ILLINOIS	Continental	NORTH HENDERSON	309/464	X	X		
ILLINOIS	Alltel	OGDEN	217/582	X	X		X
ILLINOIS	Continental	OKAWVILLE	618/243	X	X		
ILLINOIS	Continental	OQUAWKA	618/867		X		
ILLINOIS	GTE North	ORANGEVILLE	815/789		X		
ILLINOIS	GTE North	OREANA	217/468	X	X		X
ILLINOIS	GTE North	OREGON	815/732		X		
ILLINOIS	GTE North	PALMYRA	217/436	X	X		X
ILLINOIS	Continental	PATOKA	618/432	X	X		
ILLINOIS	GTE North	PAW PAW	815/627	X	X		X
ILLINOIS	GTE North	PAWNEE	217/625	X	X		
ILLINOIS	GTE North	PAXTON	217/379	X	X		X
ILLINOIS	GTE North	PEARL CITY	815/443		X		
ILLINOIS	GTE North	PECATONICA	815/239	X	X		
ILLINOIS	Alltel	PENFIELD	217/595	X	X		X
ILLINOIS	Alltel	PESOTUM	217/867	X	X		X
ILLINOIS	Alltel	PHILO	217/684	X	X		X
ILLINOIS	Continental	PITTSBURG	618/425	X	X		
ILLINOIS	GTE North	PLEASANT PLAINS	217/626	X	X		X
ILLINOIS	GTE North	POLO	815/946		X		
ILLINOIS	GTE North	POPLAR GROVE	815/765	X	X		X
ILLINOIS	Continental	PORT BYRON	309/523	X	X		
ILLINOIS	Alltel	POTOMAC	217/987	X	X		X

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
ILLINOIS	Continental	PEEMPTION	309/534	X	X		
ILLINOIS	GTE North	PRINCEVILLE	309/385	X	X		X
ILLINOIS	GTE North	PROPHETSTOWN	815/537	X	X		
ILLINOIS	GTE North	RAMSEY	618/423	X	X		X
ILLINOIS	Alltel	RANKIN	217/397	X	X		X
ILLINOIS	Alltel	RANTOUL	217/495,892, 893	X	X		X
ILLINOIS	GTE North	RICHMOND	815/678	X	X		X
ILLINOIS	Continental	RIO	309/872		X		
ILLINOIS	GTE North	ROANOKE	309/923	X	X		X
ILLINOIS	GTE North	ROBERTS	217/395	X	X		X
ILLINOIS	GTE North	ROCHELLE	815/562		X		
ILLINOIS	GTE North	ROCK CUT	815/885	X	X		X
ILLINOIS	GTE North	ROCKTON	815/624	X	X		X
ILLINOIS	GTE North	ROSCOE	815/623	X	X		X
ILLINOIS	Continental	ROSSVILLE	217/748	X	X		
ILLINOIS	Alltel	ROYAL	217/583	X	X		X
ILLINOIS	Alltel	SADORUS	217/598	X	X		X
ILLINOIS	Continental	SANDOVAL	618/247	X	X		
ILLINOIS	GTE North	SANDWICH	815/786	X	X		X
ILLINOIS	GTE North	SCALES MOUND	815/845		X		
ILLINOIS	Continental	SEATON	309/586	X	X		
ILLINOIS	Alltel	SECOR	309/744	X	X		X
ILLINOIS	GTE North	SEWARD	815/247	X	X		
ILLINOIS	Alltel	SEYMOUR	217/687	X	X		X
ILLINOIS	GTE North	SHABBONA	815/824		X		
ILLINOIS	GTE North	SHANNON	815/864	X	X		
ILLINOIS	Continental	SHATTUC	618/226	X	X		
ILLINOIS	GTE North	SHELDON	815/429	X	X		X
ILLINOIS	GTE North	SHERIDAN	815/496	X	X		X
ILLINOIS	GTE North	SHERMAN	217/496	X	X		X
ILLINOIS	Continental	SHERRARD	309/593	X	X		
ILLINOIS	GTE North	SHIRLAND	815/629	X	X		X
ILLINOIS	Continental	SHUMWAY	217/868		X		
ILLINOIS	GTE North	SIBLEY	217/745	X	X		X
ILLINOIS	GTE North	SIDELL	217/288	X	X		X
ILLINOIS	GTE North	SIDNEY	217/688	X	X		X
ILLINOIS	GTE North	SOMONAUK	815/498	X	X		X
ILLINOIS	GTE North	SORENTO	217/272	X	X		
ILLINOIS	GTE North	SPARLAND	309/469	X	X		X
ILLINOIS	GTE North	SPRING GROVE	815/675	X	X		X
ILLINOIS	GTE North	STEWARD	815/396		X		
ILLINOIS	GTE North	STILLMAN VALLEY	815/645	X	X		X
ILLINOIS	Alltel	STOCKLAND	815/682	X	X		X
ILLINOIS	GTE North	STOCKTON	815/947		X		

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA DA	HOME DA	INC	OS
ILLINOIS	Continental	ST. ELMO	618/829	X	X		
ILLINOIS	Continental	ST. PETER	618/349	X	X		
ILLINOIS	GTE North	SUBLETTE	815/849		X		
ILLINOIS	GTE North	SULLIVAN	217/728	X	X		X
ILLINOIS	Continental	SUMMERFIELD	618/934	X	X		
ILLINOIS	GTE North	SUNNYLAND	309/745	X	X		X
ILLINOIS	GTE North	SYCAMORE	815/899,895		X		
ILLINOIS	Continental	TAMORA	618/496	X	X		
ILLINOIS	GTE North	TAMPICO	815/438	X	X		
ILLINOIS	GTE North	TEUTOPOLIS	217/857	X	X		
ILLINOIS	GTE North	THAWVILLE	217/387	X	X		X
ILLINOIS	GTE North	THOMAS	815/542	X	X		
ILLINOIS	Alltel	THOMASBORO	217/643	X	X		X
ILLINOIS	Alltel	TOLEDO	217/849	X	X		
ILLINOIS	Alltel	TOLONO	217/485	X	X		X
ILLINOIS	GTE North	TOLUCA	815/452	X	X		
ILLINOIS	GTE North	TREMONT	309/925	X	X		X
ILLINOIS	GTE North	TUSCOLA	217/253	X	X		X
ILLINOIS	GTE North	VARNA	309/463	X	X		X
ILLINOIS	GTE North	VILLA GROVE	217/832	X	X		X
ILLINOIS	GTE North	VIRDEN	217/965	X	X		X
ILLINOIS	Continental	WALTONVILLE	618/279	X	X		
ILLINOIS	GTE North	WARREN	815/745		X		
ILLINOIS	GTE North	WARRENSBURG	217/672	X	X		X
ILLINOIS	GTE North	WASHBURN/LOW POINT	309/248	X	X		X
ILLINOIS	GTE North	WASHINGTON	309/444	X	X		X
ILLINOIS	GTE North	WATERMAN	815/264		X		
ILLINOIS	Continental	WATSON	217/536		X		
ILLINOIS	GTE North	WAVERLY	217/435	X	X		X
ILLINOIS	Alltel	WELLINGTON	815/984	X	X		X
ILLINOIS	Alltel	WESTFIELD	217/967		X		
ILLINOIS	Continental	WESTVIEW	618/538	X	X		
ILLINOIS	GTE North	WILLIAMSVILLE	217/566	X	X		X
ILLINOIS	GTE North	WINNEGAGO	815/335	X	X		X
ILLINOIS	GTE North	WINSLOW	815/367		X		
ILLINOIS	GTE North	WONDER LAKE	815/653,728	X	X		X
ILLINOIS	Alltel	WOODLAND	815/473	X	X		X
ILLINOIS	Continental	WOODLAWN	618/735	X	X		
MICHIGAN	Alltel	ADDISON	517/547	X	X		X
MICHIGAN	GTE North	ADRIAN	517/263,265,264,266				X
MICHIGAN	GTE North	ALDEN	616/331	X	X		X
MICHIGAN	GTE North	ALMONT	810/798	X	X		X
MICHIGAN	GTE North	AVOCA	810/324	X	X	X	X

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA DA	HOME DA	INC	OS
MICHIGAN	Alltel	BARODA	616/422	X	X		X
MICHIGAN	GTE North	BATH	517/641	X	X		X
MICHIGAN	GTE North	BELLAIRE	616/533	X	X		X
MICHIGAN	GTE North	BLISSFIELD	517/486				X
MICHIGAN	Alltel	BRIDGEMAN	616/465,466	X	X		X
MICHIGAN	GTE North	BRITTON	517/451				X
MICHIGAN	GTE North	BROWN CITY	810/346	X	X		X
MICHIGAN	Alltel	BURLINGTON	517/765	X	X		X
MICHIGAN	GTE North	CAPAC	810/395	X	X		X
MICHIGAN	GTE North	CASEVILLE	517/856	X	X		X
MICHIGAN	GTE North	CASS CITY	517/872	X	X		X
MICHIGAN	GTE North	CEDARVILLE	906/484	X	X		X
MICHIGAN	GTE North	CENTRAL LAKE	616/544	X	X		X
MICHIGAN	GTE North	CLAM RIVER	616/377	X	X		X
MICHIGAN	GTE North	CLIFFORD	517/761	X	X	X	X
MICHIGAN	GTE North	CLINTON	517/456				X
MICHIGAN	GTE North	COLUMBIAVILLE	810/793	X	X		X
MICHIGAN	GTE North	DAVISON	810/653,654,658	X	X		X
MICHIGAN	GTE North	DECKERVILLE	810/376	X	X		X
MICHIGAN	DEERFIELD FARMERS	DEERFIELD	517/447				X
MICHIGAN	GTE North	DETOUR	906/297	X	X		X
MICHIGAN	GTE North	DEWITT	517/668,669	X	X		X
MICHIGAN	GTE North	DRYDEN	810/796	X	X		X
MICHIGAN	GTE North	DUNDEE	810/529	X	X		X
MICHIGAN	GTE North	EASTPORT	616/599	X	X		X
MICHIGAN	GTE North	ELKTON	517/375	X	X		X
MICHIGAN	GTE North	ELLSWORTH	616/588	X	X		X
MICHIGAN	GTE North	EMMET	810/384	X	X		X
MICHIGAN	GTE North	ERIE	313/848	X	X		X
MICHIGAN	Alltel	FITCHBURG	517/565	X	X		X
MICHIGAN	GTE	GAINES	517/271	X	X		X
MICHIGAN	GTE North	GARDEN	906/644	X	X		X
MICHIGAN	Alltel	GLENN	616/227	X	X		X
MICHIGAN	GTE North	GOODELLS	810/325	X	X		X
MICHIGAN	GTE North	GRAND LEDGE	517/627	X	X		X
MICHIGAN	GTE North	GRASS LAKE	517/522	X	X		X
MICHIGAN	Alltel	GREGORY	313/489	X	X		X
MICHIGAN	GTE North	GULLIVER	906/283	X	X		X
MICHIGAN	GTE North	HARBOR BEACH	517/479	X	X		X
MICHIGAN	Alltel	HOMER	517/568	X	X		X
MICHIGAN	GTE North	HOWARD CITY	616/937	X	X		X
MICHIGAN	GTE North	HUDSON	517/448				X
MICHIGAN	GTE North	IDA	313/269	X	X		X
MICHIGAN	GTE North	IMLAY CITY	810/721,724	X	X		X
MICHIGAN	GTE North	JEDDO	810/327	X	X		X

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA DA	HOME DA	INC	OS
MICHIGAN	GTE North	KINGSTON	517/683	X	X		X
MICHIGAN	GTE North	KINROSS	906/495	X	X		X
MICHIGAN	Alltel	LACOTA	616/253	X	X		X
MICHIGAN	GTE North	LAINSBURG	517/651	X	X		X
MICHIGAN	Alltel	LAMBERTVILLE	313/854,856	X	X		X
MICHIGAN	Alltel	LAWRENCE	616/674	X	X		X
MICHIGAN	GTE North	LINDEN	810/735	X	X		X
MICHIGAN	GTE North	LOST PENINSULA	313/723	X	X		X
MICHIGAN	GTE North	MANSTIQUE	906/341	X	X		X
MICHIGAN	GTE North	MAYBEE	810/587	X	X		X
MICHIGAN	GTE North	MEMPHIS	810/392	X	X		X
MICHIGAN	GTE North	METAMORA	810/678	X	X		X
MICHIGAN	GTE North	MILFORD	810/684,685,676	X	X		X
MICHIGAN	GTE North	MINDEN CITY	517/864	X	X		X
MICHIGAN	GTE North	MORENCI	517/458				X
MICHIGAN	Alltel	MUNITH	517/596	X	X		X
MICHIGAN	GTE North	NORTH BRANCH	810/688	X	X		X
MICHIGAN	OGDEN TEL.	OGDEN	517/448				X
MICHIGAN	FRONTIER	ONSTED	517/467				X
MICHIGAN	Alltel	ONONDAGA	517/628	X	X		X
MICHIGAN	GTE North	ORTONVILLE	810/627	X	X		X
MICHIGAN	GTE North	OTISVILLE	810/631	X	X		X
MICHIGAN	Alltel	PARMA	517/531	X	X		X
MICHIGAN	GTE North	PICKFORD	906/647	X	X		X
MICHIGAN	Alltel	PULLMAN	616/236	X	X		X
MICHIGAN	GTE North	RANKIN	810/655	X	X		X
MICHIGAN	GTE North	READING	517/283	X	X		X
MICHIGAN	GTE North	RICHMOND	810/727	X	X		X
MICHIGAN	Alltel	RIVES JUNCTION	517/569	X	X		X
MICHIGAN	GTE North	RUDYARD	906/478	X	X		X
MICHIGAN	GTE North	SALINE	313/429,944	X	X		X
MICHIGAN	SAND CREEK	SAND CREEK	517/436				X
MICHIGAN	Alltel	SAWYER	616/426	X	X		X
MICHIGAN	GTE North	SMITHS CREEK	810/367	X	X		X
MICHIGAN	GTE North	STANWOOD	616/823	X	X	X	X
MICHIGAN	Alltel	STOCKBRIDGE	517/851	X	X		X
MICHIGAN	GTE North	SWARTZ CREEK	810/635,630	X	X		X
MICHIGAN	GTE North	TECUMSEH	517/423,424	X	X		X
MICHIGAN	Alltel	TEKONSHA	517/767	X	X		X
MICHIGAN	GTE North	TEMPERANCE	312/847,850	X	X		X
MICHIGAN	GTE North	TIPTON	517/431				X
MICHIGAN	GTE North	TORCH RIVER	616/322	X	X		X

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	DA	LOCA DA	HOME INC	OS
MICHIGAN	GTE North	WACOUSTA	517/626	X	X		X
MICHIGAN	Alltel	WEBBERVILLE	517/521	X	X		X
MICHIGAN	GTE North	WHITE LAKE	810/887,889	X	X		X
MICHIGAN	GTE North	WILLIAMSTON	517/655	X	X	X	X
MICHIGAN	GTE North	WOODLAND	616/367	X	X		X
MICHIGAN	GTE North	YALE	810/387	X	X		X
OHIO	GTE North	ADENA	614/546		X		
OHIO	GTE North	ALBANY	614/698		X		
OHIO	GTE North	AMANDA	614/969	X	X		X
OHIO	GTE North	AMESVILLE	614/448		X		
OHIO	GTE North	AMSTERDAM	614/543	X	X		X
OHIO	GTE North	ANTWERP	419/258		X		
OHIO	GTE North	ARLINGTON	419/365	X	X		X
OHIO	GTE North	ASHLAND	419/281,289 322-325		X		
OHIO	GTE North	ASHLEY	614/747		X		
OHIO	GTE North	ASHVILLE	614/983		X		
OHIO	GTE North	ATHENS	614/592-594		X		
OHIO	GTE North	ATTICA	419/426		X		
OHIO	GTE North	BALTIC	216/897		X		
OHIO	GTE North	BALTIMORE	614/862	X	X		X
OHIO	GTE North	BARLOW/WATERTOW	614/678	X	X		X
OHIO	GTE North	BEAVER	614/226		X		
OHIO	GTE North	BELLEVUE	419/483		X		
OHIO	GTE North	BERGHOLZ	614/768	X	X		X
OHIO	GTE North	BERLIN	216/893		X		
OHIO	GTE North	BERLIN HEIGHTS	419/588		X		
OHIO	GTE North	BETTSVILLE	419/986	X	X		X
OHIO	GTE North	BEVERLY	614/984	X	X		X
OHIO	GTE North	BLANCHESTER	513/783		X		
OHIO	GTE North	BLOOMVILLE	419/983	X	X		
OHIO	GTE North	BOLIVAR	216/874		X		
OHIO	GTE North	BOWERSTON	614/269		X		
OHIO	GTE North	BOWLING GREEN	419/352-354, 372	X			
OHIO	GTE North	BREMEN	614/569	X	X		X
OHIO	GTE North	BREWSTER/WILLMOT	216/767	X	X		
OHIO	GTE North	BRILLIANT	614/598	X	X		X
OHIO	GTE North	BROOKVILLE	513/833		X		
OHIO	GTE North	BRKUNSWICK	216/225,273		X		
OHIO	GTE North	BRYAN	419/631,633,636	X			
OHIO	GTE North	BURBANK	216/624		X		
OHIO	GTE North	BYESVILLE	614/685		X		
OHIO	GTE North	CADIZ	614/942		X		
OHIO	GTE North	CALDWELL	614/732		X		

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
OHIO	GTE North	CAMBRIDGE	614/432,439		X		
OHIO	GTE North	CAREY	419/396	X	X		X
OHIO	GTE North	CARROLLTON	216/627		X		
OHIO	GTE North	CATAWBA	513/828	X	X		X
OHIO	GTE North	CELINA	419/586		X		
OHIO	GTE North	CHATHAM	216/667		X		
OHIO	GTE North	CHESPEAKE	614/867,886,894		X		
OHIO	GTE North	CHESHIRE CENTER	614/548		X		
OHIO	GTE North	CIRCLEVILLE	614/474,477		X		
OHIO	GTE North	CLARKSVILLE	513/289		X		
OHIO	GTE North	CLYDE	419/547		X		
OHIO	GTE North	COLDWATER	419/678		X		
OHIO	GTE North	CONGRESS	419/846		X		
OHIO	GTE North	CONVOY	419/749		X		
OHIO	GTE North	COOPERDALE	614/327	X	X		X
OHIO	GTE North	CRESTLINE	419/683		X		
OHIO	GTE North	CRESTON	216/435		X		
OHIO	GTE North	CURTICE/OREGON	419/836		X		
OHIO	GTE North	DECATUR	513/373		X		
OHIO	GTE North	DELAWARE	614/362,363,369		X		
OHIO	GTE North	DELLROY	216/735,783		X		
OHIO	GTE North	DEXTER CITY	614/783		X		
OHIO	GTE North	DILLONVALE/MT. PLEASANT	614/769		X		
OHIO	GTE North	EAST ROCHESTER	216/894		X		
OHIO	GTE North	EDGERTON	419/298		X		
OHIO	GTE North	EDON	419/272		X		
OHIO	GTE North	ELMORE	419/862		X		
OHIO	GTE North	ENGLEWOOD	513/832,836		X		
OHIO	GTE North	EVANSPOET	419/428		X		
OHIO	GTE North	FARMERSVILLE	513/696		X		
OHIO	GTE North	FAYETTE	419/237		X		
OHIO	GTE North	FELICITY	513/876		X		
OHIO	GTE North	FLUSHING	614/968		X		
OHIO	GTE North	FOREST	419/273	X	X		X
OHIO	GTE North	FORT RECOVERY	419/375		X		
OHIO	GTE North	FREEPORT	614/658		X		
OHIO	GTE North	GALION	419/462, 468		X		
OHIO	GTE North	GARRETTSVILLE	216/527	X	X		X
OHIO	GTE North	GEORGETOWN	513/378		X		
OHIO	GTE North	GENOA	419/855		X		X
OHIO	GTE North	GIBSONBURG	419/637		X		
OHIO	GTE North	GRAFTON	216/926		X		
OHIO	GTE North	GRAND RAPIDS	419/832		X		
OHIO	GTE North	GRATIS	513/787		X		X
OHIO	GTE North	GREEN CAMP	614/528		X		

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
OHIO	GTE North	GREENFIELD	513/981		X		
OHIO	GTE North	GREENWICH	419/752		X		
OHIO	GTE North	GUYSVILLE	614/662		X		
OHIO	GTE North	HAMERSVILLE	513/379		X		
OHIO	GTE North	HANOVERTON	216/223		X		
OHIO	GTE North	HARLEM SPRINGS	216/739		X		
OHIO	GTE North	HARPSTER	614/496		X		
OHIO	GTE North	HASKINS/TONTOGANY	419/823		X		
OHIO	GTE North	HAYESVILLE	419/368		X		
OHIO	GTE North	HELENA	419/638		X		
OHIO	GTE North	HICKSVILLE	419/542		X		
OHIO	GTE North	HIGGINSPOET	513/375		X		
OHIO	GTE North	HOMERVILLE	216/625		X		
OHIO	GTE North	HURON	419/433		X		
OHIO	GTE North	IDAHO	614/493		X		
OHIO	GTE North	JACKSON	614/286,988		X		
OHIO	GTE North	JENERA	419/326	X	X		X
OHIO	GTE North	JEWETT	614/946		X		
OHIO	GTE North	KELLYS ISLAND	419/746		X		X
OHIO	GTE North	KILBOURNE	614/524		X		
OHIO	GTE North	KNOXVILLE	614/544	X	X		X
OHIO	GTE North	LA RUE	614/499		X		
OHIO	GTE North	LAURA	513/947		X		X
OHIO	GTE North	LAURELVILLE	614/332		X		
OHIO	GTE North	LEESBURG	513/780		X		
OHIO	GTE North	LETART FALLS	614/247		X		
OHIO	GTE North	LEWISBURG	513/962		X		X
OHIO	GTE North	LIBERTY	513/835		X		X
OHIO	GTE North	LODI	216/948		X		
OHIO	GTE North	LOGAN	614/385		X		
OHIO	GTE North	LOUDONVILLE/LAKEVILLE	419/994		X		
OHIO	GTE North	LOWELL	614/896	X	X		X
OHIO	GTE North	LOWER SALEM	614/585	X	X		X
OHIO	GTE North	LYNCHBURG	513/364		X		
OHIO	GTE North	MALVERN	216/863		X		
OHIO	GTE North	MANCHESTER	513/549		X		
OHIO	GTE North	MARBLEHEAD	419/798		X		
OHIO	GTE North	MARIA STEIN	419/925		X		
OHIO	GTE North	MARION	614/382,383, 387,389		X		
OHIO	GTE North	MARTINSVILLE	513/685		X		
OHIO	GTE North	MCARTHUR	614/596	X	X		
OHIO	GTE North	MCCOMB	419/293	X	X		
OHIO	GTE North	MECHANICSBURG	513/834	X	X		X
OHIO	GTE North	MECHANICSTOWN	216/738		X		

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & B

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
OHIO	GTE North	MEDINA	216/722,723, 725,764		X		
OHIO	GTE North	MENDON	419/795		X		
OHIO	GTE North	MILAN	419/499		X		
OHIO	GTE North	MILLERSPORT	614/467	X	X		X
OHIO	GTE North	MINERAL CITY	216/859		X		
OHIO	GTE North	MINERVA	216/868		X		
OHIO	GTE North	MINSTER	419/628		X		
OHIO	GTE North	MONROEVILLE	419/465		X		
OHIO	GTE North	MONTPELIER	419/485		X		
OHIO	GTE North	MONTROSE	216/665		X		
OHIO	GTE North	MORNING SUN	513/796		X		
OHIO	GTE North	MORRAL	614/465		X		
OHIO	GTE North	MT. BLANCHARD	419/694	X	X		X
OHIO	GTE North	MT. ORAB	513/444		X		
OHIO	GTE North	MOWRYSTOWN	513/442		X		
OHIO	GTE North	NEVADA	614/482		X		
OHIO	GTE North	NEW BREMEN	419/629		X		
OHIO	GTE North	NEW BURLINGTON	513/488		X		
OHIO	GTE North	NEW CONCORD	614/826		X		
OHIO	GTE North	NEW LEBANON	513/687		X		
OHIO	GTE North	NEW LONDON	419/929		X		
OHIO	GTE North	NEW MARSHFIELD	614/664		X		
OHIO	GTE North	NEW PHILADELPHIA	216/339,343, 364,827		X		
OHIO	GTE North	NEW VIENNA	513/987		X		
OHIO	GTE North	NEW WASHINGTON	419/492		X		
OHIO	GTE North	NEY	419/658		X		
OHIO	GTE North	NORTH BALTIMORE	419/257		X		
OHIO	GTE North	NORTH EATON	216/748		X		
OHIO	GTE North	NORTH GEORGETOWN	216/525		X		
OHIO	GTE North	NORTH STAR	419/336		X		
OHIO	GTE North	NORWALK	419/663,668,744		X		
OHIO	GTE North	OAK HARBOR	419/898		X		
OHIO	GTE North	OAK HILL	614/682	X	X		X
OHIO	GTE North	OBERLIN	216/774,775		X		
OHIO	GTE North	OHIO CITY	419/965		X		
OHIO	GTE North	OSTRANDER	614/666		X		
OHIO	GTE North	OXFORD	513/523,529,798		X		
OHIO	GTE North	PARIS	216/862		X		
OHIO	GTE North	PAYNE	419/263		X		
OHIO	GTE North	PEEBLES	513/587		X		
OHIO	GTE North	PEMBERVILLE	419/287		X		
OHIO	GTE North	PERRYSVILLE	419/938		X		
OHIO	GTE North	PHILLIPSBURG	513/884		X		X

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & I

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
OHIO	GTE North	PIKETON	614/285,289		X		
OHIO	GTE North	PIONEER	419/737		X		
OHIO	GTE North	PLAIN CITY	614/873	X	X		X
OHIO	GTE North	PLEASANTVILLE	614/468	X	X		X
OHIO	GTE North	PLUMWOOD - RESACA	614/857	X	X		X
OHIO	GTE North	PLYMOUTH	419/687		X		
OHIO	GTE North	POLK	419/945		X		
OHIO	GTE North	POMEROY	614/742,949,992		X		
OHIO	GTE North	PORT CLINTON	419/635,732, 734,797		X		
OHIO	GTE North	PORTLAND	614/843		X		
OHIO	GTE North	PORTSMOUTH	614/259,353,354, 372,456,574,776, 778,858		X		
OHIO	GTE North	PORT WILLIAM	513/486		X		
OHIO	GTE North	PROSPECT	614/494		X		
OHIO	GTE North	PUT-IN-BAY	419/285		X		
OHIO	GTE North	RADNOR	614/595		X		
OHIO	GTE North	RATHBONE	614/881		X		
OHIO	GTE North	RAWSON	419/963	X	X		X
OHIO	GTE North	RED HAW	419/869		X		
OHIO	GTE North	REPUBLIC	419/585	X	X		
OHIO	GTE North	RESACA	614/857	X	X		X
OHIO	GTE North	RICHMOND	614/765,943	X	X		
OHIO	GTE North	RICHWOOD	414/943		X		
OHIO	GTE North	RUSSELLVILLE	513/377		X		
OHIO	GTE North	SABINA	513/584		X		
OHIO	GTE North	SARDINIA	513/446		X		
OHIO	GTE North	SAVANNAH	419/962		X		
OHIO	GTE North	SCIO	614/945		X		
OHIO	GTE North	SCOTT	419/622		X		
OHIO	GTE North	SEAMAN	513/386		X		
OHIO	GTE North	SEVILLE/WESTFIELD CNTR	216/769		X		
OHIO	GTE North	SHADE	614/696		X		
OHIO	GTE North	SHARON CENTER	216/239		X		
OHIO	GTE North	SINKING SPRINGS	513/588		X		
OHIO	GTE North	SMITHFIELD	614/733	X	X		X
OHIO	GTE North	SPENCER	216/648		X		
OHIO	GTE North	ST. MARY'S	419/394		X		
OHIO	GTE North	STRASBURG	216/878		X		
OHIO	GTE North	SUGARCREEK	216/852		X		
OHIO	GTE North	SUMMERFIELD	614/838	X	X		
OHIO	GTE North	SYLVANIA	419/841,882 885,888	X	X		
OHIO	GTE North	THE PLAINS	614/797		X		

GTE OFFICES WITH AMERITECH DIRECTORY ASSISTANCE SERVICE

Appendix A & .

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
OHIO	GTE North	TILTONSVILLE	614/859		X		
OHIO	GTE North	TIPP CITY	513/667		X		
OHIO	GTE North	TROTWOOD	513/837,854		X		
OHIO	GTE North	TROY	513/335,339		X		
OHIO	GTE North	VALLEY CITY	216/483		X		
OHIO	GTE North	VAN BUREN	419/299		X		
OHIO	GTE North	WADSWORTH	216/334-336		X		
OHIO	GTE North	WAKEMAN	216/839		X		
OHIO	GTE North	WALDO	614/726		X		
OHIO	GTE North	WARSAW	614/824	X	X		X
OHIO	GTE North	WATERTOWN	614/696	X	X		X
OHIO	GTE North	WAVERLY	614/947		X		
OHIO	GTE North	WAYNE/BRADNER	419/288		X		
OHIO	GTE North	WELLINGTON	216/647		X		
OHIO	GTE North	WELLSTON	614/384	X	X		X
OHIO	GTE North	WEST ALEXANDRIA	513/839		X		
OHIO	GTE North	WESTFIELD CENTER	216/887		X		
OHIO	GTE North	WEST MILTON	513/698		X		
OHIO	GTE North	WEST SALEM	419/853		X		
OHIO	GTE North	WEST UNION	513/544		X		
OHIO	GTE North	WEST UNITY	419/924		X		
OHIO	GTE North	WESTON	419/669		X		
OHIO	GTE North	WHARTON	419/458	X	X		X
OHIO	GTE North	WILKESVILLE	614/669		X		
OHIO	GTE North	WILLARD	419/933,935		X		
OHIO	GTE North	WILLIAMSPORT	614/986	X	X		X
OHIO	GTE North	WILLSHIRE WREN	419/495		X		
OHIO	GTE North	WILMINGTON	513/382,383,725		X		
OHIO	GTE North	WILMOT	216/359	X	X		
OHIO	GTE North	WINONA	216/222		X		
OHIO	GTE North	WOODSTOCK	513/826	X	X		X
OHIO	GTE North	YORKSHIRE	419/582		X		
WISCONSIN	GTE North	ALLENTON	414/629		X		X
WISCONSIN	GTE North	ALMA CENTER	715/964		X		X
WISCONSIN	GTE North	ANTIGO	715/623,627		X		
WISCONSIN	GTE North	ATHENS	715/257		X		
WISCONSIN	GTE North	AUGUSTA	715/286		X		X
WISCONSIN	GTE North	BAILEYS HARBOR	414/839		X		X
WISCONSIN	GTE North	BALSAM LAKE	715/485	X	X		X
WISCONSIN	GTE North	BARRON	715/537		X		X
WISCONSIN	GTE North	BELGIUM	414/285		X		X
WISCONSIN	GTE North	BELLEVILLE	608/424	X	X		
WISCONSIN	GTE North	BIRNAMWOOD	715/449		X		
WISCONSIN	GTE North	BIRCHWOOD	715/354		X		X

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME			
				DA	DA	INC	OS
WISCONSIN	GTE North	BLACK CREEK	414/984		X		X
WISCONSIN	GTE North	BLACK RIVER FALLS	715/284		X		X
WISCONSIN	GTE North	BOYCEVILLE	715/643		X		X
WISCONSIN	GTE North	BRIGGSVILLE	608/981	X	X		
WISCONSIN	GTE North	BRILLION	414/756		X		X
WISCONSIN	GTE North	BRISTOL	414/857		X		X
WISCONSIN	GTE North	BRODHEAD	608/897	X	X		X
WISCONSIN	GTE North	BUTTERNUT	715/769		X		X
WISCONSIN	GTE North	CAMPBELLSPORT	414/533		X		X
WISCONSIN	GTE North	CASCADE	414/528		X		X
WISCONSIN	GTE North	CEDAR GROVE	414/668		X		X
WISCONSIN	GTE North	CENTURIA	715/646	X	X		X
WISCONSIN	GTE North	CHILTON	414/849		X		X
WISCONSIN	GTE North	CLEGHORN	715/878		X		X
WISCONSIN	GTE North	CLINTON	608/676	X	X		X
WISCONSIN	GTE North	CLYMAN	414/696		X		X
WISCONSIN	GTE North	COLBY	715/223		X		
WISCONSIN	GTE North	COLFAX	715/962		X		X
WISCONSIN	GTE North	DARIEN	414/724		X		X
WISCONSIN	GTE North	DENMARK	414/863		X		X
WISCONSIN	GTE North	EAGLE RIVER	715/479		X		
WISCONSIN	GTE North	EDEN	414/477		X		X
WISCONSIN	GTE North	EDGAR	715/446		X		
WISCONSIN	GTE North	EGG HARBOR	414/868		X		X
WISCONSIN	GTE North	ELK MOUND	715/879		X		X
WISCONSIN	GTE North	ELKHART LAKE	414/876		X		X
WISCONSIN	GTE North	ELMWOOD	715/639		X		X
WISCONSIN	GTE North	FAIRCHILD	715/334		X		X
WISCONSIN	GTE North	FALL CREEK	715/877		X		X
WISCONSIN	GTE North	GILLETT	414/855		X		X
WISCONSIN	GTE North	GLENWOOD CITY	715/265		X		X
WISCONSIN	GTE North	GLIDDEN	715/264		X		X
WISCONSIN	GTE North	GREENBUSH	414/526		X		X
WISCONSIN	GTE North	HATLEY	715/446		X		
WISCONSIN	GTE North	HAYWARD	715/634		X		X
WISCONSIN	GTE North	HILBERT	414/853		X		X
WISCONSIN	GTE North	HIXTON	715/963		X		X
WISCONSIN	GTE North	HUSTISFORD	414/349		X		X
WISCONSIN	GTE North	JACKSONPORT	414/823		X		X
WISCONSIN	GTE North	JOHNSBURG	414/795		X		X
WISCONSIN	GTE North	KEWASKUM	414/626		X		X
WISCONSIN	GTE North	KIEL	414/894		X		X
WISCONSIN	GTE North	KINGSTON	414/394		X		X
WISCONSIN	GTE North	KNAPP	715/665		X		X
WISCONSIN	GTE North	LAC DU FLAMBEAU	715/588		X		

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME		INC	OS
				DA	DA		
WISCONSIN	GTE North	LAKE MILLS	414/648		X		X
WISCONSIN	GTE North	LAKEWOOD	715/276		X		
WISCONSIN	GTE North	LAND O' LAKES	715/547		X		
WISCONSIN	GTE North	LAONA	715/674		X		
WISCONSIN	GTE North	LEBANON	414/935		X		X
WISCONSIN	GTE North	LOMIRA	414/269		X		X
WISCONSIN	GTE North	LOYAL	715/255		X		
WISCONSIN	GTE North	LUXEMBURG	414/845		X		X
WISCONSIN	GTE North	MAIDEN ROCK	715/448		X		X
WISCONSIN	GTE North	MAPLETON	414/474		X		X
WISCONSIN	GTE North	MARKESON	414/398		X		X
WISCONSIN	GTE North	MARSHFIELD	715/384,387,389		X		
WISCONSIN	GTE North	MATTOON	715/489	X	X		
WISCONSIN	GTE North	MELLEN	715/274		X		X
WISCONSIN	GTE North	MERRILL	715/536		X		
WISCONSIN	GTE North	MERRILLAN	715/333		X		X
WISCONSIN	GTE North	MERRIMAC	608/493	X	X		
WISCONSIN	GTE North	MINOCQUA	715/356		X		
WISCONSIN	GTE North	MISCHICOT	414/755		X		X
WISCONSIN	GTE North	MOUNT CALVARY	414/753		X		X
WISCONSIN	GTE North	MUSCODA	608/739				X
WISCONSIN	GTE North	NEOSHO	414/625		X		X
WISCONSIN	GTE North	NEW FRANKEN	414/866		X		X
WISCONSIN	GTE North	NEW HOLSTEIN	414/898		X		X
WISCONSIN	GTE North	NICHOLS	414/525		X		X
WISCONSIN	GTE North	OAKFIELD	414/583		X		X
WISCONSIN	GTE North	OOSTBURG	414/564		X		X
WISCONSIN	GTE North	ORFORDVILLE	608/879	X	X		X
WISCONSIN	GTE North	OSSEO	715/597		X		X
WISCONSIN	GTE North	OWENS	715/229		X		
WISCONSIN	GTE North	PARK FALLS	715/762		X		X
WISCONSIN	GTE North	PEPIN	715/442		X		X
WISCONSIN	GTE North	PHELPS	715/545		X		
WISCONSIN	GTE North	PICKEREL	715/484		X		
WISCONSIN	GTE North	PICKETT	414/589		X		X
WISCONSIN	GTE North	PLUM CITY	715/647		X		X
WISCONSIN	GTE North	PLYMOUTH	414/892,893		X		X
WISCONSIN	GTE North	PRESCOTT	715/262	X	X		X
WISCONSIN	GTE North	RANDOM LAKE	414/994		X		X
WISCONSIN	GTE North	REEDSVILLE	608/524		X		X
WISCONSIN	GTE North	RICE LAKE	715/234		X		X
WISCONSIN	GTE North	ROSENDALE	414/872		X		X
WISCONSIN	GTE North	SALEM	414/843		X		X
WISCONSIN	GTE North	SAYNER	715/542		X		
WISCONSIN	GTE North	SCHOFIELD	715/355		X		

STATE	GTE ENTITY	GTE OFFICE NAME	NPA-NXX	LOCA HOME			
				DA	DA	INC	OS
WISCONSIN	GTE North	SEYMOUR	414/833		X		X
WISCONSIN	GTE North	SHIOCTON	414/986		X		X
WISCONSIN	GTE North	SILVER LAKE	414/869		X		X
WISCONSIN	GTE North	SISTER BAY	414/854		X		X
WISCONSIN	GTE North	SLINGER	414/644		X		X
WISCONSIN	GTE North	SPENCER	715/659		X		
WISCONSIN	GTE North	SPIDER LAKE	715/462		X		X
WISCONSIN	GTE North	SPRINGBROOK	715/766		X		X
WISCONSIN	GTE North	STONE LAKE	715/865	X	X		X
WISCONSIN	GTE North	STRATFORD	715/687		X		
WISCONSIN	GTE North	ST. CLOUD	414/999		X		X
WISCONSIN	GTE North	ST. CROIX FALLS	715/483		X		X
WISCONSIN	GTE North	SURING	414/842		X		X
WISCONSIN	GTE North	TAYLOR	715/662		X		X
WISCONSIN	GTE North	THERESA	414/488		X		X
WISCONSIN	GTE North	THREE LAKES	715/546		X		
WISCONSIN	GTE North	TOMAHAWK	715/453	X	X		
WISCONSIN	GTE North	TREVOR	414/862		X		X
WISCONSIN	GTE North	TWIN LAKES	414/877		X		X
WISCONSIN	GTE North	TWO RIVERS	414/793-794		X		X
WISCONSIN	GTE North	WABENO	715/473		X		
WISCONSIN	GTE North	WALWORTH	414/275		X		X
WISCONSIN	GTE North	WASHINGTON ISLAND	414/847		X		X
WISCONSIN	GTE North	WATERLOO	414/478		X		X
WISCONSIN	GTE North	WAUBEKA	414/692		X		X
WISCONSIN	GTE North	WAUSAU	715/675,842, 845,848		X		
WISCONSIN	GTE North	WAUTOMA	414/787		X		X
WISCONSIN	GTE North	WHEELER	715/632		X		X
WISCONSIN	GTE North	WHITEHALL	715/538	X	X		X
WISCONSIN	GTE North	WHITE LAKE	715/882		X		
WISCONSIN	GTE North	WHITELAW	414/732		X		X
WISCONSIN	GTE North	WINTER	715/266		X		X