AGREEMENT TO PROVIDE SUBSCRIBER LISTINGS

THIS AGREEMENT ("Agreement") is made and entered into the 19th day of November , 1997, by and between Century Telephone of Michigan, Inc. (Century), a Louisiana corporation, and GTE North Incorporated Publisher), a Michigan corporation.

WITNESSETH:

WHEREAS Century is a telecommunications carrier that provides local exchange service and has gathered subscriber list information ("Listing Information") that it has published or accepted for publication in a directory format; and

WHEREAS Publisher desires to obtain, for the purpose of publishing directories in any format and for no other purpose, subscriber list information that Century has published or accepted for publication in a directory format.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

SECTION 1 - LISTING REQUESTS

1.0 Publisher, may from time-to-time, during the term of this Agreement, obtain from Century Listing Information and such Listing Information shall be provided by Century subject to the conditions stated herein.

1.1 All requests for Century Listing Information supplied to Publisher pursuant to this Agreement shall be provided upon the submission by Publisher of an appropriate "Request for Listing Information" form, the current sample of which appears as Appendix B, attached hereto and incorporated herein ("Request").

1.2 Each Request shall specify the Listing Information requested according to either the Century Exchange Area or community and shall include the format in which such Listing Information shall be furnished. For the purposes of this Agreement, "Exchange Area" means the central office serving the area represented by the first three digits of a telephone exchange within an area code.

1.3 Each Request shall be subject to appropriate fees and other charges as set forth in Appendix A.

1.4 Each Request shall be provided to Century no later than forty-five (45) calendar days prior to the date by which the Listing Information and related Additional Services are scheduled to provided to the Publisher. It shall contain the date mutually agreed upon for provision of the same to Publisher ("Request Date") and identification specifications for the requested Century Listing Information. Any requests received less than forty-five (45) days before the due date will be subject to expediting charges as specified in Appendix A.

SECTION 2 -- LISTING INFORMATION

2.0 The Listing Information that Century provides will be limited to name, address, phone number, and, if assigned, advertising classifications. This Agreement applies only to those listings that Century has published or accepted for publication and excludes all non-published, non-listed, or directory assistance only subscribers, as well as the addresses of listings for which the subscriber has requested that the address be omitted.

2.1 Publisher agrees not to use or publish any Lists or Listing Information that it has been advised by Century or otherwise has reason to know is incorrect or incomplete.

2.2 Century retains the right to make reasonable changes in the form of the Listing Information, and makes no representation that it will continue to provide the Listing Information in its current form in the future. Century shall notify the Publisher in writing of any such change prior to implementation.

2.3 The Listing Information provided herein shall be non-transferable and Publisher shall have no right to permit any other publisher to use the Listing Information except for the purpose of assisting in the compilation, production, publication or distribution of the Publisher's directory. Publisher agrees to take reasonable and prudent steps to prevent disclosure of the data at least equal to the steps taken by it to protect its own similar information, including computer security measures to prevent unauthorized access to the data when contained in a database belonging to Publisher.

2.4 Publisher may not assign this Agreement to any other person without the prior written consent of Century. No assignment of this Agreement will be valid until signed by all parties involves.

SECTION 3 -- FEES

3.0 Fees as set forth in Appendix A and any delivery expenses shall be assessed for the Listing Information. Century reserves the right to require receipt of payment in full for any Listing Information or Additional Services prior to scheduled shipment to Publisher. The payment in full will include, but is not limited to, estimated charges made for items requested by the Publisher and contained in the Request. The payment of estimated charges by Publisher to Century shall be credited against the charges due and payable with the final invoice. Any or all remaining payment shall be due and payable upon thirty (30) days of receipt of an invoice.

3.1 For each submitted Request, Publisher agrees to pay Century all applicable administrative fees and per-listing charges and such state, municipal, and federal taxes as may be applicable to such ~~transition~~ transaction (hereinafter "Fees") as shown on Appendix A.

SECTION 4 -- IDENTIFICATION OF PUBLISHER

4.0 Publisher shall not make any representation to the public, prospective advertisers, or others, express or implied, written or oral, which would give the impression that Publisher and/or any Publisher Directory is the same as, a part of, or associated with Century or any Century Directory; nor shall Publisher canvass for or publish any type of telephone directory in the name of Century, or use, except as authorized herein, subscriber listings or copyrighted material contained in Century directories.

4.1 Publisher shall not publish any Publisher directory in such form as may tend to cause or create confusion or to be identified with any Century directory, and further, Publisher agrees that its employees, agents, and representatives shall not use any advertisement, order form, billing invoice, stationery, promotional material or any other material or device that would tend to create or imply association with or sponsorship by Century or any affiliated Century company.

4.2 Publisher shall not word the title of any Publisher directory in any manner that would tend to indicate that it is a Century directory.

4.3 Publisher shall respect the intellectual property rights and other proprietary interests that Century may have in any stock graphic cuts, filler material, or text that is used by Century or its affiliated companies in any Century directory. Publisher shall not reproduce such material or use it in a classified portion (or any other part) of any Publisher directory unless such matter was furnished to Publisher by the advertiser and is owned by the advertiser.

SECTION 5 -- INDEMNITY/LIMITATION

5.0 Publisher shall defend, indemnify, and hold harmless Century and its officers, employees, affiliates, agents, assigns, representatives, and licensees from and against all loss, liability, damage, and expense (including costs and reasonable attorney's fees) arising out of any demand, claim, suit, or judgment by a third party related to Century supplying or failing to supply any listing or Listing Information hereunder, or Publisher's misuse of the same; or related to any error, inclusion or omission in any Publisher directory, regardless of whether any such demand, claim, or suit by such third party is brought jointly against the Publisher and Century, or against century alone; provided, however, that in the event of such demand, claim, or suit, Century may, at its option and at its expense, assume and undertake its own defense or assist in the defense of Publisher provided, however, that Century shall not enter into any settlement of any such demand, claim, or suit without prior consent of Publisher.

5.1 Century's responsibility for delivery of the Listing Information shall be discharged upon its delivery to the U.S. mail or licensed professional courier service. If the Listing Information provided to Publisher by Century is not that as stated in the Request, Century shall, upon request, attempt to provide those listings identified in the particular Request without additional cost to Publisher. Such request shall be made within ten (10) working days of Publisher's receipt of the Listing Information and shall include the original Listing Information provided in error.

5.2 The lists and Listing Information are provided "AS IS"; Century does not warrant or represent that any lists or Listing Information made available to Publisher pursuant to this Agreement are correct or complete; and Publisher hereby releases Century from any liability due to errors, inclusions, or omissions in the lists or Listing Information provided hereunder; provided however that Publisher shall be entitled to a refund of the amount paid for any individual listing to the extent that such listing is found to be inaccurate or incomplete.

5.3 The remedies stated in Paragraphs 5.1 and 5.2 hereof shall be Publisher's sole and exclusive remedy with respect to the provision of lists and Listing Information hereunder. Century makes and Publisher receives no warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. Century shall have no liability with respect to its obligations under this Agreement for direct, consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages.

5.4 In order to aid Century in resolving discrepancies between the Listing Information provided by Century and the Listing Information received and published by Publisher, Publisher shall deliver to Century one copy of each edition of Publisher's directory for which Listing Information has been provided by Century. This copy shall be furnished without charge within ten (10) working days following publication of Publisher's directory.

SECTION 6 -- MISCELLANEOUS

6.0 Non-Exclusivity - Nothing in this Agreement or elsewhere shall give Publisher exclusive right to the use of the Listing Information and Century shall be free at any time to grant similar transfers to others on a nondiscriminatory basis and under the same terms and conditions herein or any other terms and conditions that have been or are made available to Publisher.

6.1 Force Majeure - Performance by Century shall be excused by reason of natural disaster, labor difficulty, civil disorder, acts of God, statute, ordinance or regulation hereinafter enacted, promulgated or interpreted by a court or government agency of competent jurisdiction, or by reason of any other cause beyond the reasonable control of Century.

6.2 Survival of Obligations - The provisions of this Agreement that by their sense and context are intended to survive the termination of this Agreement shall so survive and continue in effect in accordance with the terms.

6.3 Governing Law - The validity, construction, and enforcement of this Agreement shall be governed by the laws and regulations of the State of Louisiana.

6.4 Severability - In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in effect and the invalid, illegal, or unenforceable provisions shall be replaced by a mutually acceptable provisions, which being valid, legal, and enforceable, come closest to the original intent of the parties.

6.5 Term and Termination

6.5.1 This Agreement shall commence as of the date noted in the introductory paragraph of this Agreement, and shall continue until terminated by either party. Either party may terminate this Agreement on sixty (60) days written notice as provided in Paragraph 6.6, such notice period to commence on date of mailing. If Publisher violates any material provisions of this Agreement, Century may immediately terminate this Agreement without notice to Publisher, and seek injunctive relief and all damages and other remedies available to it in law or equity. Failure of Century to enforce or insist upon compliance with any provisions of the Agreement shall not constitute a waiver thereof or derogate from Century the right to damages or any other relief. Subject to this Paragraph, termination of the Agreement shall not affect Publisher's right to use the material or information furnished prior to the effective date of the termination solely for the purpose permitted by this Agreement.

6.5.2 In the event this Agreement is terminated by Publisher, Publisher shall be responsible for paying all outstanding charges associated with this Agreement. The foregoing liability shall be in addition to any other damages or remedies available to Century in law or equity. Termination of this Agreement by Century shall not relieve Publisher of the obligation to pay all amounts owed to Century as of the date of termination or any of its other obligations contained therein.

6.6 Notices -- All notices and deliveries to Century as contemplated by this Agreement shall be delivered to:

Century Telephone of Michigan, Inc.
100 Century Park Drive
Monroe, Louisiana 71203
Attn.: Linda Garrison

All notices and deliveries of any kind to Publisher as contemplated by this Agreement shall be delivered to:

6.7 Entire Agreement - The terms contained in this Agreement and the attachment(s) and specification(s) referred to herein, which are incorporated by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings and communications, oral or written. This Agreement shall be supplemented by subsequent written Requests by Publisher to Century as discussed and contemplated above and such Request, upon Receipt by Century, become incorporated in and part of this Agreement. This Agreement may not otherwise be modified except by a writing signed by both parties.

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

Century Telephone of Michigan, Inc.

NAME: Linda Garrison

TITLE: Manager- Yellow Pages

DATE: December 15, 1997

PUBLISHER: GTE North Incorporated

NAME: Dandra W Garrett

TITLE: Staff Administrator-NDC

DATE: December 9, 1997

APPENDIX A

Per Listing Charge @ $.28 each

Expedite Fee (if applicable) $150.00

Administrative Fee:	1 exchange	$ 150.00
	2 to 5 exchanges	$ 300.00
	6 to 10 exchanges	$ 550.00
	11 to 15 exchanges	$ 800.00
	16 to 20 exchanges	$1,050.00
	21 or more exchanges	$1,300.00

Century Telephone of Michigan, Inc.
CENTURY

NAME: Linda Garrison

TITLE: Manager- Yellow Pages

DATE: December 15, 1997

GTE North Incorporated
LICENSEE

NAME: Sandra W. Garrett

TITLE: Staff Administrator-NDC

DATE: December 9, 1997

APPENDIX B

CENTURY TELEPHONE
Request for Listing Information

The following is a request to use Century customer listings. Please complete all information in order for request to be processed. Information not received 45 days prior to date requested will be subject tto an expedite charge.

Requesting Company: ____________________
Directory Name: ____________________
Publication Date: ____________________
Due Date: ____________________

Exchanges Requested: (list name, area code, exchange prefix, EAS/Non-EAS)

Format Needed: ____________________
Specifications: ____________________

Shipping Instructions:	Billing Instructions:

Customer Authorization; (Authorized signature and date must appear below.)

Name: ____________________
Title: ____________________
Date: ____________________

Century Use Only

Date Request Received: __________
Due Date: __________

Date Billed: __________
Date Payment Received: __________

Number of Listings: __________
Listing Charge: __________
Production Fee: __________
Expedite Fee (if applicable): __________

TOTAL: __________

LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into the 27th day of February, 1996, by and between Century Telephone Midwest, Inc. (Century), a Michigan corporation and GTE North Incorporated (Licensee), a Virginia corporation.

WITNESSETH:

WHEREAS, Century is the owner of all right, title and interest in and to certain name, address and telephone number information of its residential and business telephone service subscribers which appears in one or more alphabetically arranged telephone directory or directories published by or on behalf of Century ("Listing Information"); and

WHEREAS, Licensee desires to obtain the Listing Information which appears in the "White Page" section in one or more Century Directory or Directories, for use in compiling, producing, publishing, and/or delivering a directory in Licensee's name (Licensee Directory"); and

WHEREAS, Century is willing to license the right to use Listing Information to Licensee strictly pursuant to the provisions of this Agreement and for no other purpose.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

SECTION 1 - LISTING REQUESTS

1.0 Licensee may, from time-to-time, during the term of this Agreement obtain from Century, Listing Information and such Listing Information requested by Licensee shall be provided by Century subject to the conditions stated herein.

1.1 All requests for Century Listing Information supplied to Licensee pursuant to this Agreement shall be provided upon the submission by Licensee of an appropriate "Request for Listing Information" form, the current sample of which appears as Appendix B, attached hereto and incorporated herein ("Request").

1.2 Each Request shall specify the Listing Information requested according to either the Century Exchange Area or community and shall include the format in which such Listing Information shall be furnished. For purposes of this agreement, "Exchange Area" means the central office serving area represented by the first three digits of a telephone exchange within an area code.

1.3 Each Request shall be subject to appropriate licensee fees and other charges as set forth in Appendix A.

1.4 Each Request shall be provided to Century no later than forty-five (45) calendar days prior to the date by which Listing Information and related Additional Services are scheduled to be provided to the Licensee. It shall contain the name of the Licensee's Directory, the publication date, the date mutually agreed upon for provision of same to Licensee ("Request Date") and identification specifications for the requested Century Listing Information. Any requests received less than forty-five (45) before due, will be subject to charges specified in Appendix A.

SECTION 2 - LICENSE

2.0 Subject to the provisions of this Agreement, Century grants to Licensee during the term of this Agreement a non-exclusive, non-transferable License for one (1) time use of Listing Information provided pursuant to each Request, such use to be limited to the compilation, production, publication and distribution of the Licensee Directory identified in the particular Request. This License Agreement applies to and is effective only to those listings contained in Century's "White Page" section of Century's directory and excludes all non-published and non-listed subscribers.

2.1 Licensee agrees not to use or publish any lists or Listing Information which it has been advised by Century or otherwise has reason to know is incorrect or incomplete.

2.2 Century reserves the right to make changes in the form, content or scope of its Listing Information; make no representation that it will continue to provide the Listing Information in its current form in the future; and reserves the right to modify its form, to change the manner in which it is provided. Century shall notify Licensee in writing of any such change prior to implementation.

2.3 Any Listing Information furnished by Century hereunder, whether or not used by Licensee for the purpose stated herein, shall remain the property of Century and Licensee shall, upon request by Century, but in no event later than thirty (30) days following termination of this Agreement as stated in Section 6, paragraph 6.5, subsections (i) and (ii), herein, return or destroy such Listing Information.

2.4 If Listing Information provided hereunder includes any listings or other information that is the property of a telephone company other than Century whether pursuant to release, by mistake or otherwise, Licensee must enter into a separate license agreement with such telephone company if Licensee desires to use or publish such listings or other information in a Licensee Directory. Upon Century's request, Licensee shall furnish a copy of such license agreement to Century.

2.5 The License granted herein shall be non-assignable and Licensee shall have no right to sub-license or permit any other publisher or person to use the Listing Information or any information extracted therefrom except for the purpose of assisting in the compilation, production, publication or distribution of the Licensee Directory identified in the particular Request. Licensee shall take reasonable and prudent steps to prevent disclosure of the Listing Information at least equal to the steps taken by it to protect its own similar proprietary information, including adequate computer security measures to prevent unauthorized access to the Listing Information when contained in any data base.

SECTION 3 - LICENSE FEE

3.0 Fees as set forth in the Appendix A and any transportation expenses shall be assessed for the Listing Information. Century reserves the right to require receipt of payment in full for any Listing Information or Additional Services prior to scheduled shipment to Licensee. The payment in full will include, but is not limited to, estimated charges made for items requested by Licensee and contained in the Request. The payment of estimated charges by Licensee to Century shall be credited against the charges due and payable with the final invoice. Any or all remaining payment shall be due and payable upon thirty (30) days of receipt of an invoice.

3.1 Listing Information - Licensee agrees to pay Century all applicable licensee fees and per-listing charges and such state, municipal and federal taxes as may be applicable to such transaction (hereinafter "Fees") for each submitted Requests as are shown on Appendix A.

3.2 The per listing charge as specified in Appendix A herein entitles Licensee to a one time publication of each listing so provided.

SECTION 4 - IDENTIFICATION OF LICENSEE

4.0 Licensee shall, to the extent legally permissible, copyright in its name each Licensee Directory published by it and Licensee shall use its best efforts to protect and maintain the validity of said copyright by whatever means may be necessary and available to it to do so. Nothing contained in this Agreement shall restrict, impair or diminish the proprietary interest of Century in any Century Directory or the Listing Information furnished to the Licensee, and Century shall continue to copyright directories published by it or on its behalf without regard to the prior publication and copyright of any Licensee Directory. Upon request by Century, Licensee agrees to execute and deliver to Century all assignments, documents and directories necessary to carry out the intent of this paragraph; however, Licensee shall deliver to Century one copy of each edition of Licensee's Directory for which Listing Information has been provided by Century. This copy shall be furnished without charge within ten (10) working days following publication of Licensee's Directory. Century further reserves the right to examine at reasonable times Licensee's security practices.

4.1 Licensee shall not make any representation to the public, prospective advertisers or others, express or implied, written or oral, which would give the impression that Licensee and/or any Licensee Directory is the same as, a part of, or associated with Century or any Century Directory; nor shall Licensee canvass for or publish any type of telephone directory in the name of Century, or use, except as authorized herein, subscriber listings or copyright advertising contained in Century Directories.

4.2 Licensee shall not publish any Licensee Directory in such form as may tend to cause or create confusion or to be identified with any Century Directory, and further, Licensee agrees that its employees, agents and representatives shall not use any advertisement, order form, billing invoice, stationery, promotional material or any other material or device which would tend to create or imply association with or sponsorship by Century or any affiliated Century Company.

4.3 Licensee shall not word the title of any Licensee Directory in any manner which would tend to indicate that it is a Century Directory. Licensee shall use its own name or trade name (in full or in part) on the cover of each Licensee Directory and shall use a similar designation in all of its advertising, canvassing and billing for such Licensee Directory.

4.4 Licensee shall not reproduce or use in a classified portion (or in any other part) of any Licensee Directory stock graphic cuts or filler material or text which is proprietary to Century or used by Century or its affiliated companies in any Century Directory, unless such matter was furnished to Licensee by the advertiser and owned by the advertiser.

4.5 Licensee agrees to print month and year of publication on the front cover of each of its Directories and to publish the following statement on the masthead page of each Directory:

> Listings of Century, contained herein were transcribed by GTE North Incorporated pursuant to a license from Century and may not be reproduced in whole or in part, or in any form whatsoever, without the written permission of Century.

SECTION 5 - INDEMNITY/LIMITATION OF LIABILITY

5.0 Licensee shall defend, indemnify, and hold harmless Century and its officers, employees, affiliates, agents, assigns, representatives and licensees from and against all loss, liability, damage and expense (including all costs and reasonable attorney's fees) arising out of any demand, claim, suit or judgment by a third party related to Century supplying or its failure to supply any listing or Listing Information hereunder, or Licensee's use or misuse of the same; or related to any error, inclusion or omission in any Licensee Directory, regardless whether any such demand, claim or suit by such third party is brought jointly against the Licensee and Century or against Century alone; provided, however, that in the event of any such demand, claim or suit, Century may, at its option and at it's expense, assume and undertake its own defense or assist in the defense of Licensee provided, however, that Century shall not enter into any settlement of any such demand, claim or suit without prior consent of Licensee.

5.1 Century's responsibility for delivery of the Listing Information shall be discharged upon its delivery to the US mail or licensed professional courier service. If the Listing Information provided to Licensee by Century is not that as stated in the Request, Century shall, upon request, attempt to provide those listings identified in the particular Request without additional cost to Licensee. Such request must be made within ten (10) working days of Licensee's receipt of the Listing Information and shall include the original Listing Information provided in error.

5.2 The lists and Listing Information are provided "AS IS"; Century does not warrant or represent that any lists or Listing Information made available to Licensee pursuant to this Agreement are correct or complete; and Licensee hereby releases Century from any liability due to errors, inclusions or omissions in the lists or Listing Information provided hereunder.; provided however Licensee shall be entitled to refund of the amount paid for any individual listing to the extent such listing is found to be inaccurate or incomplete.

5.3 The remedy state in Paragraphs 5.1 and 5.2 hereof shall be Licensee's sole and exclusive remedy with respect to the provisions of lists and Listing Information hereunder. Century makes and Licensee receives no warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. Century shall have no liability with respect to its obligations under this agreement for direct, consequential exemplary or incidental damages even if it has been advised of the possibility of such damages.

SECTION 6 - MISCELLANEOUS

6.0 Non-Exclusivity - Nothing in this Agreement or elsewhere shall give Licensee any exclusive right to the use of the Listing Information and Century shall be free at any time to grant similar Licenses to others under the same or different terms and conditions as Century in its sole discretion may determine.

6.1 Force Majeure - Performance by Century shall be excused by reason of natural disaster; labor difficulty; civil disorder; acts of God; statute, ordinance or regulation hereinafter enacted, promulgated or interest by a court or government agency of competent jurisdiction; or by reason of any other cause beyond the reasonable control of Century.

6.2 Survival of Obligations - The provisions of this Agreement that by their sense and context are intended to survive the termination of this Agreement shall so survive and continue in effect in accordance with their terms.

6.3 Governing Law - The validity, construction and enforceability of this Agreement shall be governed by the laws and regulations of the State of Louisiana.

6.4 Severability - In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

6.5 Term and Termination

(i) This Agreement shall commence as of the date noted in the introductory paragraph of this Agreement, and shall continue until terminated by either party. Either party may terminate this Agreement on sixty (60) days written notice as provided in Section 6, Paragraph 6.6, such notice period to commence on date of mailing. If Licensee violates any material provisions of this Agreement, Century may immediately terminate this Agreement without notice thereof to Licensee, and seek injunctive relief and all damages and other remedies available to it by law or equity. Failure of Century to enforce or insist upon compliance with any provisions of the Agreement shall not constitute a waiver thereof or derogate from Century the right to damages or any other relief. Subject to this Paragraph, termination of the Agreement shall not affect Licensee's right to use the material or information furnished prior to the effective date of the termination solely for the purpose permitted by this Agreement.

(ii) In the event this Agreement is terminated by Licensee, Licensee shall be responsible for paying all outstanding charges associated with this Agreement.. The foregoing liability shall be in addition to any other damages or remedies available to Century in law or in equity. Termination of this Agreement by Century shall not relieve Licensee of the obligation to pay all amounts owing to Century as of the date of termination or any of its other obligations contained herein.

6.6 Notices - All notices and deliveries to Century as contemplated by this Agreement shall be delivered to:

Century Telephone Midwest, Inc.
100 Century Park Drive
Monroe, LA 71203
Attention: Linda Garrison

All notices and deliveries of any kind to Licensee as contemplated by this Agreement shall be delivered to:

GTE North Incorporated
Rt. 3, Box 40, Walnut Road
Warsaw, VA 22572
Attention: Ms. Linda Whitehead

6.7 Entire Agreement - The terms contained in this Agreement and the attachment(s) and specification(s) referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings and communications, oral and written. This Agreement may not be modified except by a writing signed by both parties.

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

CENTURY TELEPHONE MIDWEST, INC.
(CENTURY)

NAME: Linda Garrison

TITLE: Manager - Yellow Pages

DATE: March 18, 1996

GTE
~~BELLSOUTH ADVERTISING & PUBLISHING~~
LICENSEE

NAME: Carl E. A. Walz for R. C. Roberts

TITLE: NDC Manager

DATE: 3-12-96

APPENDIX A

Fees for Alltel

Mecosta, Michigan

Per Listing Charge @ .28 each
Expedite Fee (if applicable) $150.00
Administration Fee of .129 per listings and $57.72 production charge .

CENTURY TELEPHONE MIDWEST, INC.
Century

NAME: Linda Garrison
TITLE: Manager - Yellow Pages
DATE: March 18, 1996

GTE NORTH INCORPORATED
Licensee

NAME: [illegible] for R.L. Robert
TITLE: NTX Manager
DATE: 3-12-96

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY SUBSCRIBER LIST DATABASE EXTRACT INFORMATION

This Agreement, dated September 22, 1997, is made by and between the GTE telephone companies listed in Attachment 1 (subsequently referred to as "GTE"), acting through the GTE National Directory Center, 52 Walnut Street, Warsaw, Virginia 22572, and

Publisher Name Century Telephone Enterprises, Inc.

Address P O Box 4065
Monroe, Louisiana 71211-4065

(subsequently referred to as "Publisher")

1. **Provision of Listings.** GTE agrees to supply Publisher a current white pages listing database extract of the names, addresses, telephone numbers, and primary advertising classifications (if any) of GTE subscribers contained in GTE's current directory listings database, for locations requested by Publisher ("Listing Information"). Listing Information shall not include non-listed or non-published subscriber information.

2. **Scope and Term.** This Agreement covers provision of Extended Area Service ("EAS") and non-EAS Listing Information for any of the GTE telephone companies listed in Attachment 1 for the term of this Agreement. The term of this Agreement is one year from the date referenced above. Unless terminated, the term shall renew automatically for subsequent one-year terms. This Agreement may be terminated by either party upon giving written notice to the other at least 90 days prior to the end of the applicable term. This Agreement shall automatically terminate at the end of the initial term or any renewal term if Publisher does not request Listing Information be provided during the applicable term. GTE may terminate this Agreement if Publisher does not comply with this Agreement and does not cure the failure within 30 days of written notice.

3. **Exchanges and Medium.** Listing Information is available by GTE NPA/NXX and is supplied in either magnetic tape or hard copy print-out, as selected by Publisher. Other media options may be available at additional fee.

4. **Fees.** The charge for Listing Information is 35 cents per listing, plus applicable sales tax when all listing types are requested, ie: Residential, Business, Professional and Government. A charge of 40 cents per listing, plus applicable sales tax, will be charged for a request for residential only listings. A request for business only listings will incur a charge of 45 cents per listing, plus applicable sales tax. Fees may be increased with 180 days written notice, and decreased upon notice. GTE will invoice Publisher subsequent to provision of the Listing Information. Publisher agrees to pay the fees within 45 days of receipt of invoice.

5. **Requests for Listing Information.** Listing Information database extracts must be requested in writing (facsimile acceptable), on the GTE order form or correspondence containing equivalent information, at least 45 days in advance of the desired date for the information. The request must specify the date the Listing Information should be pulled from the directory listings database, the NPA/NXX/communities/exchanges/listing types desired, the medium for provision of the Listing Information, and the address for delivery of the Listing Information. Requests for Listing Information database extracts should be sent to GTE National Directory Center, 52 Walnut Street, Warsaw, Virginia 22572. Requests may be sent by fax to (804) 333-5128. Additional information may be obtained by phone at (804) 333-8100 or 8101. Order forms are available from the Directory Center.

6. **Right to Use Listings.** Publisher may copy and print Listing Information in any of Publisher's printed and/or electronic telephone directories. Publisher agrees not to distribute or sell the Listing Information to any third party, and agrees not to sublicense or assign any right acquired by Publisher under this Agreement. No right or license is granted or implied under any proprietary rights of GTE or GTE affiliate that subsist in portions of directories distributed by or for GTE other than Listing Information.

7. **Liability upon Termination.** Termination of this Agreement, or any part hereof, 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. **Amendments.** Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

9. **Assignment.** Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

10. **Authority.** Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

11. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12. **Compliance with Laws and Regulations.** Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

13. **Consent.** Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

14. **Dispute Resolution.**

14.1 **Alternative to Litigation.** Except as provided under Section 252 of the Federal Telecommunication Act of 1996 with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

14.2 **Negotiations.** 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 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, exempt from discovery 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.

14.3 **Arbitration.** If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration 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 may 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, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Dallas County, Texas. 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) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14.4 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.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

16. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by publisher, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Texas and shall be subject to the exclusive jurisdiction of the courts therein.

20. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

21. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules, and regulations, involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payments of wages. Each Party shall also be responsible for payment of taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

22. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by GTE. This Agreement will be effective only upon execution and delivery by both Parties.

24. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

25. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, except for holidays on which U.S. mail is not delivered. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:

GTE Telephone Operations
Attention: Group Product Manager - Directory Services
600 Hidden Ridge, HQE02B62
Irving, Texas 75038
Facsimile: 972/718-7899

If to Publisher:

Attention:

Facsimile:

26. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and Publisher.

27. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five (5) Business Days after receipt by the Parties of written notice of such approval. Such date (i.e., five Business Days after the Parties receive the written notice of approval) shall become the "effective date" of this Agreement for all purposes.

28. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

29. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

30. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. 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.

31. Subcontractors. GTE may enter into subcontracts with third parties or affiliates for the performance of any of GTE's duties or obligations under this Agreement.

32. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by an federal, state, or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation, or guideline, the parties agree to modify, in writing, the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

33. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party 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 Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party.

34. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

35. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

36. Liability and Indemnity.

36.1 Indemnification. Publisher agrees to release, indemnify, defend, and hold harmless GTE and its affiliates from all losses, claims, demands, damages, expenses, suits, or other actions, or any liablity whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the Publishers' negligence or wilful misconduct, regardless of form of action.

36.2 End User and Content-Related Claims. Publisher agrees to release, indemnify, defend, and hold harmless GTE and its affiliates (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation or proprietary or creative right, or any other injury to any person or property arising out of the information provided to Publisher by GTE, or any other act or omission of Publisher or Publisher's agents, employees or affiliates.

36.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, GTE MAKES NO REPRESENTATIONS OR WARRANTIES TO PUBLISHER CONCERNING THE SPECIFIC QUALITY OF ANY INFORMATION PROVIDED UNDER THIS AGREEMENT. GTE DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

36.4 Limitation of Liability. GTE's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the rate paid by Publisher for the information provided by GTE. Under no circumstances shall GTE be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data.

36.5 Intellectual Property. GTE shall not have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to the Publisher based on or arising from any claim, demand, or proceeding by any third party alleging or asserting direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

LISTING INFORMATION IS SUPPLIED AS IS. GTE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective when signed by both.

GTE		Publisher	
By	Sandra W. Garrett	By	Linda Garrison
Name	Sandra W. Garrett	Name	Linda Garrison
Title	Staff Administrator0NDC	Title	Manager - Yellow Pages
Date	September 22, 1997	Date	September 12, 1997

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION

Attachment 1
GTE Telephone Companies

GTE Arkansas Incorporated
GTE Florida Incorporated
GTE Midwest Incorporated
GTE North Incorporated
GTE Northwest Incorporated
GTE South Incorporated
GTE Southwest Incorporated
Contel of Kentucky, Inc. d/b/a GTE Kentucky
Contel of Minnesota, Inc. d/b/a GTE Minnesota
Contel of Texas, Inc. d/b/a GTE Texas
Contel of the South, Inc. d/b/a GTE Systems of the South
Contel of the West, Inc. d/b/a GTE West

DFTC
DEERFIELD FARMERS
TELEPHONE CO.

141 Saline Street,
P.O. Box 68
Petersburg, Michigan 49270
(313) 279-1339 (517) 447-3331
Fax #: 313-279-2640

DIRECTORY LISTING LICENSE AGREEMENT

1997

This Agreement, made as of the 15th day of Sept, by and between The Deerfield Farmers' Telephone Company, a Michigan corporation, hereinafter referred to as "Telephone Company" and GTE North, Inc., a ______________ Corporation, hereinafter referred to as "Publisher".

WHEREAS, Publisher plans to prepare and publish a directory in the general area of Lenawee County, MI, hereinafter referred to as "Publisher's Directory", containing listings of the names, telephone numbers and addresses of certain Telephone Company subscribers located in Telephone Company's Deerfield, MI exchange and who are listed in the Telephone Company's copyrighted Deerfield-Petersburg directory;

WHEREAS, Publisher wishes to obtain for use in publishing Publisher's Directory listing information consisting of names, addresses and telephone numbers of Telephone Company subscribers the above described purpose, subject to the terms and conditions set forth herein;

WHEREAS, The Telephone Company is willing to permit the Publisher to use such listing information in said directories for the above described purpose, subject to the terms and conditions set forth herein;

NOW, THEREFORE, it is agreed between the Parties as follows-

1. (a) Within ninety (90) days after receipt by the Telephone Company of a written request from the Publisher, Telephone Company shall order its agent for publication ("Agent") to supply to Publisher the listing information from the current Deerfield-Petersburg directory ("Telephone Company Directory") in the form normally maintained by the Agent. Publisher shall pay Agent its then-current scheduled cost of reproduction of the information.

(b) The Telephone Company shall not furnish to the Publisher any information with respect to non-published, information only, non-listed service or special listings purchased by a subscriber in one exchange to appear in the directory of another exchange.

2. The Telephone Company grants to Publisher during the time this Agreement is in effect, upon the terms and conditions hereinafter prescribed, a non-exclusive license, without right to sublicense, to publish as a part of Publisher's Directory listing information (name, address and telephone number) from the listings of Telephone Company subscribers contained in the Telephone Company Directory.

3. The Publisher agrees to pay Telephone Company a license fee of thirty-five cents ($0.35) for each listing (consisting of subscriber name, address and telephone number) appearing in said Telephone Company Directory. This license fee shall entitle Publisher to publish each listing only one time in only one edition of the Publisher's Directory for Monroe, MI. If Publisher wishes to publish a listing more than once in one edition of the Publisher's Directory described above, a separate license fee of thirty-five cents ($0.35) for each additional listing shall be payable. Publisher shall not publish a listing in any directory other than the Publisher's Directory unless agreed to by Telephone Company.

4. Performance Excused: Performance by the Telephone Company or Agent shall be excused in the event of strike, fire, riot, act of God or any other cause beyond the reasonable control of the Telephone Company or Agent, as appropriate.

5. Errors in Listings, Liability: The Parties agree that if due to its negligence, the Telephone Company shall furnish a listing which shall be erroneous (excluding typographical or other obvious errors) the Publisher's sole remedy shall be, at its option, to either (a) receive corrected information from the Telephone Company promptly and without charge upon request by the Publisher or (b) receive as liquidated damages the sum of thirty-five cents ($0.35) for each such erroneous listing.

6. Indemnity: Publisher shall indemnify, protect and hold harmless Telephone Company from and against any an all loss, liability, damages and expense arising out of any demand, claim suit or judgement for damages which may arise out of Telephone Company's supplying of listing information of records under this agreement or Publisher's use of such records, irrespective of any fault, failure, negligence or alleged negligence on the part of the Telephone Company.

7. The Parties agree that one of the mutual objects of the Parties hereto is to conduct their respective businesses so as to avoid confusion by members of the general public and any others, who deal with either Telephone Company or Publisher, as well as their sales, canvasses, advertising and billing. Therefore, it is agreed that:

(a) Neither Telephone Company nor Publisher shall make any representation to the public, prospective advertisers or others, expressed or implied, written or oral, which would imply that Publisher (and its publications) is the same as, a part of or associated with Telephone Company, or is licensed or authorized by Telephone Company in any manner to canvass for or publish any type of telephone directory associated with the Telephone Company, provided, however, the Publisher shall print the following message on the title page of every one of Publisher's Directories which are complied from listings contained in Telephone Company's current listing information in type which shall be at lease one-third the height of the largest type appearing on the page: "Listings contained herein were transcribed pursuant to a license from Deerfield Farmers' Telephone Company and may not be reproduced in whole or in part, or in any form whatsoever, without the consent of Deerfield Farmers' Telephone Company."

(b) In addition, Publisher shall use its own name in all of its advertising, canvassing, billing for such directories.

(c) The Publisher will not imitate the directory covers, advertising contract forms and billing materials and forms used by the Telephone Company.

(d) Publisher will not use in the classified portion (or in any other part of Publisher's Directory) any stock cuts, filler materials or text used by Telephone Company in its directories, other than a name, address and telephone number.

8. Publisher shall take appropriate measures to guard against any unauthorized use of each current listing information, whether by Publisher, its agents and employees, or any other person or entity, and any unauthorized use by Publisher or his agents and employees or caused or permitted by them shall be deemed a material breach of Publisher's license and rights hereunder and shall entitle Telephone Company to terminate this agreement forthwith and without notice. Publisher shall notify Telephone company of any unauthorized use of such pages or the information contained therein of which it has information or knowledge.

9. Publisher shall furnish to the Telephone Company two copies of Publisher's Directory at the time of its distribution to the public.

10. Term and Termination: (a) The term this Agreement shall be for a period of two years from the date first written above. This Agreement shall automatically renew for successive one-year terms. After the expiration of the initial two year period, this Agreement shall terminate thirty (30) days after receipt of written notice by either party of written notice of intent to terminate sent by the other party, which notice shall not have the effect of terminating existing licenses unless the Publisher shall be in violation of the terms of this Agreement.

(b) This Agreement shall terminate immediately if:

(i) Publisher shall violate any provisions of this agreement and the Telephone Company shall not waive such violation in writing;

(ii) If Publisher shall not publish and distribute a directory covering all or part of the Petersburg exchange by the date one year from the date first written above; or

(iii) Publisher merges, consolidates, liquidates, dissolves, becomes insolvent or Voluntarily or involuntarily enters bankruptcy.

11. Notices: Notices provided for in this agreement shall be in writing and shall be in writing and shall be delivered by hand or by first-class mail to the Parties at the following addresses or such other addresses as either Party may hereafter provide to the other Party:

12. Governing Law: This agreement shall be interpreted in accordance with the law of the State of Michigan.

13. Entire Agreement Amendments: This agreement embodies the entire agreement and understanding between the Parties relating to the subject matter, hereof and supersedes all prior agreements and representations relating to the subject matter, which prior agreements and representations if any, are hereby declared null and void and of no further force and effect. This agreement may not be terminated, amended supplemented, waived or modified orally, but only by an instrument in writing and signed by the Party against which the enforcement of the termination amendment, supplement, waiver or modification is sought.

IN WITNESS THEREOF, the Parties have caused this agreement to be duly executed as of the day and year first above written.

GTE National Directory Center	Deerfield Farmers' Telephone Company
By: Sandra W. Garrett	By: Teresa Holeman
Title: Staff Administrator-NDC	Title: Office Manager

RECEIVED
APR 14 1997

FRONTIER INFOSERVICES LISTING LICENSE AGREEMENT

This Agreement entered into as of the **20th day of March, 1997**, between **Frontier InfoServices Inc.** whose principal place of business is 274 Fairport Road, East Rochester, New York 14445 (Frontier InfoServices is acting on behalf of Frontier Communications of New York, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Communications of AuSable Valley, Inc., Frontier Communications of Seneca-Gorham, Inc., Frontier Communications of Lamar County, Inc., Frontier Communications of Alabama, Inc., Frontier Communications of the South, Inc., Frontier Communications of Fairmount, Inc., Frontier Communications of Georgia, Inc., Frontier Communications of DePue, Inc., Frontier Communications of Illinois, Inc., Frontier Communications of Lakeside, Inc., Frontier Communications-Midland, Inc., Frontier Communications of Mt. Pulaski, Inc., Frontier Communications of Orion, Inc., Frontier Communications-Prairie, Inc., Frontier Communications-Schuyler, Inc., Frontier Communications of Indiana, Inc., Frontier Communications of Thorntown, Inc., Frontier Communications of Michigan, Inc., Frontier Communications Iowa, Inc., Frontier Communications of Minnesota, Inc., Frontier Communications of Mississippi, Inc. Frontier Communications of Breezewood, Inc., Frontier Communications of Canton, Inc., Frontier Communications of Pennsylvania, Inc., Frontier Communications-Lakewood, Inc., Frontier Communications-Oswayo, Inc., Frontier Communications-Lakeshore, Inc., Frontier Communications of Mondovi, Inc., Frontier Communications-St. Croix, Inc., Frontier Communications of Wisconsin, Inc., and Frontier Communications of Viroqua, Inc.; collectively, the "Frontier Telephone Companies") and **GTE** whose principal place of business is **Route 3, Box 40, Walnut Road, Warsaw, VA 22575**. ("Licensee").

WITNESSETH:

WHEREAS, Frontier Telephone Companies are the owners of all right, title and interest in and to certain name, address and telephone number information of residential and business telephone service subscribers which appears in one or more alphabetically arranged telephone directory or directories published for the Frontier Telephone Companies by or on behalf of Frontier InfoServices ("Listing Information"); and

WHEREAS, Licensee desires to obtain the Listing Information which appears in one or more Frontier Telephone Companies' Directory or Directories, for use in compiling, producing, publishing, and /or delivering a directory in Licensee's name ("Licensee Directory") or for use in mailings, marketing programs or lead generation ("Licensee Use"); and

WHEREAS, the Frontier Telephone Companies are willing to license the right to use Listing Information to Licensee strictly pursuant to the provisions of this Agreement and for no other purpose; and

WHEREAS, the Frontier Telephone Companies have granted Frontier InfoServices the authority to act as agent on their behalf to license the listing information;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE ONE - LISTING REQUESTS

1.0 Licensee may, from time-to-time, during the term of this Agreement obtain from Frontier InfoServices Listing Information. Listing Information requested by Licensee shall be provided by Frontier InfoServices subject to the conditions stated herein.

1.1 All requests for Listing Information shall be provided upon the submission by Licensee of an appropriate "Request for Listing Information" form, the current sample of which appears as Appendix A, attached hereto and incorporated herein ("Request").

1.2 Each Request shall specify the Listing Information requested according to Frontier Telephone Companies Exchange Areas and shall include the format in which such Listing Information shall be furnished. For purposes of this Agreement, "Exchange Area" means the central office serving area represented by the first three digits of a telephone exchange within an area code.

1.3 Each Request shall be subject to appropriate license fees as set forth in Article Three herein. Any Request submitted by Licensee for a Base File only (as defined in Appendix B) shall be subject to a minimum charge of three hundred dollars ($300) plus applicable processing fees.

1.4 Each Request shall be provided to Frontier InfoServices no later than thirty (30) calendar days prior to the date by which Listing Information and related Services Ordered are scheduled to be provided to the Licensee. It shall contain a description of the Licensee's Directory or Licensee's Use, the directory publication date, if applicable, Services Ordered, if any, the date mutually agreed upon for provision of same to Licensee ("Provision Date") and identification specifications for the requested Listing Information.

ARTICLE TWO - LICENSE

2.0 Subject to the provisions of this Agreement, Frontier InfoServices grants to Licensee shall have, during the term of this Agreement, a non-exclusive, non-transferable License for one (1) time use of Listing Information provided pursuant to each Request, such use to be limited to the licensing use or compilation, production, publication and distribution of the Licensee Directory identified in the particular Request. This License Agreement applies to and is effective only to those listings contained in Frontier InfoServices' records with respect to business and residence customers and excludes all non-published and non-listed subscribers.

2.1 Licensee agrees not to use or publish any lists or Listing Information which it has been advised by Frontier InfoServices or otherwise has reason to know is incorrect or incomplete.

2.2 Frontier InfoServices reserves the right to make changes in the form, content or scope of the Listing Information; makes no representation that it will continue to provide the Listing Information in its current form in the future; and reserves the right to modify its form, to change the manner in which it is provided.

2.3 Any Listing Information furnished by Frontier InfoServices hereunder, whether or not used by Licensee for the purpose stated herein, shall remain the property of the applicable Frontier Telephone Company and Licensee shall, upon request from Frontier InfoServices, but in no event later than thirty (30) days following the termination of this Agreement as stated in Paragraph 6.5 herein, return or destroy such Listing Information. Licensee shall not retain any copy of the Listing Information except as incorporated into a Licensee's directory and written notification of distribution shall be provided to Frontier InfoServices and sent to the address noted in Paragraph 6.6 herein. Two (2) copies of Licensee's Directory which includes the listings purchased must be sent to the address outlined in Paragraph 6.6 herein.

2.4 If Listing Information provided hereunder includes any listings or other information that is the property of a telephone company other than a Frontier Telephone Company whether pursuant to release, by mistake or otherwise, Licensee must enter into a separate license agreement with such telephone company if Licensee desires to use or publish any such listing or other information in a Licensee Directory. Upon Frontier InfoServices' request, Licensee shall furnish a copy of such license agreement to Frontier InfoServices.

2.5 The License granted herein shall be non-assignable and Licensee shall have no right to sub-license or permit any other publisher or person to use the Listing Information or any information extracted therefrom except for the purpose of assisting in the compilation, production, publication or distribution of the Licensee Directory or Licensee Use identified in the particular Request. Licensee shall take reasonable and prudent steps to prevent disclosure of the Listing Information at least equal to the steps taken by it to protect its own similar proprietary information, including adequate computer security measures to prevent unauthorized access to the Listing Information when contained in any data base.

2.6 "New Business Connect Listings" (as defined in Appendix B) requested by Licensee shall not be used to compile, publish or update a directory or compile or publish a separate list but may be used to generate leads for sales in Licensee's Directory for Licensee's Use. In no event shall Licensee use, disclose or reproduce any Frontier InfoServices service order information or other information furnished hereunder or permit anyone but its duly authorized employees or agents to inspect or use the same, except for the purposes expressly provided herein.

ARTICLE THREE - LICENSEE FEE

3.0 Fees as set forth in the Appendix B and any transportation expenses shall be assessed for the Listing Information and related Services Ordered specified in 3.2 below. Amounts due hereunder shall be invoiced one-hundred percent (100%) upon delivery of the Listing Information. All fees owed to Frontier InfoServices under this Agreement shall be paid by Licensee within thirty (30) days of invoice date. Late payments will be subject to a late payment charge of one and one-half percent (1 1/2 %) fee per month.

3.1 Listing Information - Licensee agrees to pay to Frontier InfoServices all applicable license Fees and per-listing Fees and such state, municipal and federal taxes as may be applicable to such transaction (hereinafter "Fees") for each submitted Request as are shown on Appendix B.

3.2 Services Ordered.

(i) Base File and Business Connects - Upon receipt of request to order Base File or Business Connects a magnetic tape will be pulled containing Listing Information for Licensee's Directory (subject to Paragraph 2.6 above) or Licensee's Use. In addition to the Fees for Listing Information outlined in Appendix B, a processing charge will be applied as described in Appendix B.

(ii) Customization services - Frontier InfoServices has the right to deny Requests for Listing Information that require customization or special programming for non-standard extracts in a form other than listed in Appendix B. At the time the Request for Listing Information is received in addition to the Fees described in Paragraph 3.1 additional programming or customization Fees will be charged to the Licensee.

3.3 The per listing charge as specified in Appendix B herein entitles Licensee to a one time use of each listing so provided. In the event any Licensee Directory contains more than one reference to any Listing Information (for example, in both an alphabetical and a classified listing section), the

Listing Information may be referenced in each section and only one per listing charge will be assessed.

3.4 Increase or Decrease in Fees. All Fees shall be fixed during the period of this Agreement. Fees for Services Ordered specified in Paragraph 3.2 herein may be increased by Frontier InfoServices at any time upon thirty (30) days prior written notice to Licensee. Notwithstanding the foregoing, all Fees herein may be decreased by Frontier InfoServices at any time without notice.

3.5 Notwithstanding the provisions of paragraph 3.0 above, Frontier InfoServices reserves the right to deny Requests for Listing Information if licensee has not paid in full outstanding Fees for previously provided listing information.

ARTICLE FOUR - IDENTIFICATION OF LICENSEE

4.0 Licensee shall not make any representation to the public, prospective advertisers or others, express or implied, written or oral, which would give the impression that Licensee and/or any Licensee Directory or Licensee Use is the same as, a part of, or associated with Frontier InfoServices, any Frontier Telephone Company or any directory published by Frontier InfoServices; nor shall Licensee canvass for or publish any type of telephone directory in the name of Frontier InfoServices or the telephone companies Frontier InfoServices or Frontier Telephone Company, or use, except as authorized herein, subscriber listings or copyrighted advertising contained in directories published by Frontier InfoServices.

4.1 Licensee shall not publish any Licensee Directory in such form as may tend to cause or create confusion or be identified with any directory published by Frontier InfoServices, and further, Licensee agrees that its employees, agents and representatives shall not use any advertisement, order form, billing invoice, stationery, promotional material or any other material or device which would tend to create or imply association with or sponsorship by Frontier InfoServices or any company affiliated with Frontier InfoServices, including Frontier Telephone Companies.

4.2 Licensee shall not word the title of any Licensee Directory or Licensee Use in any manner which would tend to indicate that it is published by or associated with Frontier Telephone Companies or Frontier InfoServices or tend to cause or create confusion regarding its identity. Licensee shall use its own name or trade name (in full or in part) on the cover of each Licensee Directory and shall use a similar designation in all of its advertising, canvassing and billing for such Licensee Directory or Licensee Use.

ARTICLE FIVE - INDEMNITY/LIMITATION OF LIABILITY

5.0 Licensee shall defend, indemnify, and hold harmless the Frontier Telephone Companies, Frontier InfoServices and their officers, employees, affiliates, agents, assigns, representatives and licensees from and against all loss, liability, damage and expense (including all costs and reasonable attorneys' fees) arising out of any demand, claim, suit or judgment by a third party related to Frontier InfoServices supplying or its failure to supply any listing or Listing Information hereunder, or Licensee's use or misuse of the same; or related to any error, inclusion or omission in any licensee Directory, regardless whether any such demand, claim or suit by such third party is brought jointly against the Licensee and the Frontier Telephone Companies or Frontier InfoServices or against Frontier Telephone Companies or Frontier InfoServices alone; provided, however, that in the event of any such demand, claim or suit, Frontier InfoServices may, at its option and at its expense, assume and undertake its own defense or assist in the defense of Licensee provided, however, that Frontier InfoServices shall not enter into any settlement of any such demand, claim or suit without prior written consent of Licensee.

5.1 Frontier InfoServices' responsibility for delivery of the Listing Information shall be discharged upon its delivery to Licensee's specified courier. If the Listing Information provided to Licensee by Frontier InfoServices is not as stated in the Request, Frontier InfoServices shall, upon request, attempt to provide those listings identified in the particular Request without additional cost to Licensee. Such request must be made within twenty (20) working days of Licensee's receipt of the Listing Information and shall include the original Listing Information provided in error.

5.2 The lists and Listing Information are provided "AS IS"; Frontier InfoServices does not warrant or represent that any lists or Listing Information made available to Licensee pursuant to this Agreement are correct or complete; and, Licensee hereby releases Frontier InfoServices from any liability due to errors, inclusions or omissions in the lists or Listing Information provided hereunder; provided however Licensee shall be entitled to refund of the amount paid for any individual listing to the extent such listing is found to be inaccurate or incomplete.

5.3 THE REMEDY STATED IN PARAGRAPH 5.1 and 5.2 HEREOF SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PROVISION OF LISTS AND LISTING INFORMATION HEREUNDER. FRONTIER MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTIER SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR DIRECT, CONSEQUENTIAL EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE SIX - MISCELLANEOUS

6.0 Non-Exclusivity - Nothing in this Agreement or elsewhere shall give Licensee any exclusive right to the use of the Listing Information and Frontier InfoServices shall be free at any time to grant similar Licenses to others under the same or different terms and conditions as Frontier InfoServices in its sole discretion may determine.

6.1 Force Majeure - Performance by Frontier InfoServices shall be excused by reason of natural disaster; labor difficulty; civil disorder; acts of God; statute, ordinance or regulation hereinafter enacted, promulgated or entered by a court or government agency of competent jurisdiction; or by reason of any other cause beyond the reasonable control of Frontier InfoServices.

6.2 Survival of Obligations - The provisions of this Agreement that by their sense and context are intended to survive the termination of this Agreement shall so survive and continue in effect in accordance with their terms.

6.3 Governing Law - The validity, construction and enforceability of this Agreement shall be governed by the laws and regulations of the State of New York.

6.4 Severability - In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the valid, illegal or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

6.5 Term and Termination

(i) This Agreement shall commence as of the date set forth in the introductory paragraph of this Agreement and shall continue in effect until terminated as provided herein (the "Term"). Either party may terminate this Agreement by giving the other party sixty (60) days written notice of its intent to terminate and setting forth the date of termination. Nevertheless, if Licensee violates any material provisions of this Agreement, Frontier InfoServices may immediately terminate this Agreement upon notice thereof to Licensee, and seek injunctive relief and all damages and other remedies available to it by law or equity. Failure of Frontier InfoServices to enforce or insist upon compliance with any provisions of this Agreement shall not constitute a waiver thereof nor derogate from Frontier InfoServices the right to damages or any other relief. Subject to this Paragraph, termination of the Agreement shall not affect Licensee's right to use the material or information furnished prior to the effective date of the termination solely for the purposes permitted by this Agreement.

(ii) The foregoing liability shall be in addition to any other damages or remedies available to Frontier InfoServices in law or in equity. Termination of this Agreement by Frontier InfoServices shall not relieve Licensee of the obligation to pay all amounts owing to Frontier InfoServices as of the date of termination or any of its other obligations contained herein.

6.6 Notices - All notices and deliveries to Frontier InfoServices as contemplated by this Agreement shall be delivered to:

Frontier Communications of Minnesota
14450 Burnhaven Drive
Burnsville, MN 55337
Attn: Rhonda Losure
Directory Listing Coordinator

All notices and deliveries of any kind to Licensee as contemplated by this Agreement shall be delivered to:

GTE National Directory Center
52 Walnut St
Warsaw VA 22572
Attn: Minnie Peebles

6.7 Entire Agreement - The terms contained in this Agreement and the attachment(s) and specifications(s) referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter thereof, superseding all prior understandings and communications, oral or written. This Agreement may not be modified except by a writing signed by both parties.

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

FRONTIER INFOSERVICES	GTE LICENSEE
By: Lori Stafford (LDL)	By: R.B. Mays for Ronald L. Roberts
Name: Lori Stafford	Name: Ronald L. Roberts
Title: Directory Manager	Title: Manager GTE NDC
Date: 5-5-97	Date: April 7, 1997

APPENDIX B

Listing Information may include any or all of the following information provided at the rate specified herein:

I. Listing Information

	Rates
Base File Residential and business Listing Information as of a particular date specified in the Request for Listing Information.	$ 0.25 per listing
Business New Connects (Rochester, NY only) Includes Business Subscriber information on new installs.	$ 1.00 per listing

II. Processing Charges

Administrative Charge Processing Listing Request		$ 350
Production Fee Up to 3,000 listings $135. Plus, $16 for each additional 500 listings.	Minimum- Maximum-	$ 135 $ 600
Magnetic Tape		$ 40
Shipping		$ 25

III. EAS Agreements

EAS Reciprocal Pricing
Listing Information requested by telephone companies for EAS purposes will be priced at the same per listing rate charged to Frontier or RTC for similar listing information. When EAS does not exist between the requesting telephone company and a Frontier or RTC telephone company, a $.25 per listing charge will apply.

Frontier InfoServices Inc.

180 South Clinton Avenue
Rochest **Attachment 2**

frontier

Frontier Telephone Group

Frontier Communications of Alabama, Inc.
Frontier Communications of AuSable Valley, Inc.
Frontier Communications of Breezwood, Inc.
Frontier Communications of Canton, Inc.
Frontier Communications of DePue, Inc.
Frontier Communications of Fairmount, Inc.
Frontier Communications of Georgia, Inc.
Frontier Communications of Illinois, Inc.
Frontier Communications of Indiana, Inc.
Frontier Communications of Iowa, Inc.
Frontier Communications of Lakeside, Inc.
Frontier Communications of Lamar County, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Minnesota, Inc.
Frontier Communications of Mississippi, Inc.
Frontier Communications of Mondovi, Inc.
Frontier Communications of New York, Inc.
Frontier Communications of Orion, Inc.
Frontier Communications of Pennsylvania, Inc.
Frontier Communications of Seneca Gorham, Inc.
Frontier Communications of Sylvan Lake, Inc.
Frontier Communications of the South, Inc.
Frontier Communications of Thorntown, Inc.
Frontier Communications of Viroqua, Inc.
Frontier Communications of Wisconsin, Inc.
Frontier Communications-Lakesore, Inc.
Frontier Communications-Midland, Inc.
Frontier Communications-Oswayo River, Inc.
Frontier Communications-Prairie, Inc.
Frontier Communications-Schuyler, Inc.
Frontier Communications-St. Croix, Inc.

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION

This Agreement, dated for reference June 28, 1996, is made by and between the GTE telephone companies listed in Attachment 1 (subsequently referred to as "GTE"), acting through the GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572, and

Publisher Name Frontier InfoServices, Inc.

Address 274 Fairport Rd. - 2nd Floor
East Rochester, NY 14445
and telephone companies listed in Attachment 2

(subsequently referred to as "Publisher")

1. **Provision of Listings.** GTE agrees to supply Publisher a current white pages listing of the names, addresses and telephone numbers of GTE subscribers contained in GTE's current directory listings database, for locations requested by Publisher ("Listing Information"). Listing Information shall not include non-listed or non-published subscriber information.

2. **Scope and Term.** This Agreement covers provision of Extended Area Service ("EAS") and non-EAS Listing Information for any of the GTE telephone companies listed in Attachment 1 for the term of this Agreement. The term of this Agreement is one year from the date referenced above. Unless terminated, the term shall renew automatically for subsequent one-year terms. This Agreement may be terminated by either party upon giving written notice to the other at least 90 days prior to the end of the applicable term. This Agreement shall automatically terminate at the end of the initial term or any renewal term if Publisher does not request Listing Information be provided during the applicable term. GTE may terminate this Agreement if Publisher does not comply with this Agreement and does not cure the failure within 30 days of written notice.

3. **Exchanges and Medium.** Listing Information is available by GTE exchange and is supplied in either magnetic tape or hard copy print-out, as selected by Publisher. Other media options may be available at additional fee.

4. **Fees.** The charge for Listing Information is 35 cents per listing, plus applicable sales tax. Fees may be increased with 180 days written notice, and decreased upon notice. GTE will invoice Publisher subsequent to provision of the Listing Information. Publisher agrees to pay the fees within 45 days of receipt of invoice.

5. **Requests for Listing Information.** Listing Information must be requested in writing (facsimile acceptable), on the GTE order form or correspondence containing equivalent information, at least 45 days in advance of the desired date for the information. The request must specify the date the Listing Information should be pulled from the directory listings database, the communities/exchanges desired, the medium for provision of the Listing Information, and the address for delivery of the Listing Information. Requests for Listing Information should be sent to GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572. Requests may be sent by fax to (804) 333-5128. Additional information may be obtained by phone at (804) 333-8100 or 8101. Order forms are available from the Directory Center.

6. **Right to Use Listings.** Publisher may copy and print Listing Information in any of Publisher's printed telephone directories. Publisher agrees not to distribute or sell the Listing Information to any third party in the medium or format provided to Publisher by GTE, and agrees not to sublicense or assign any right acquired by Publisher under this Agreement. No right or license is granted or implied under any proprietary rights of GTE or GTE affiliate that subsist in portions of directories distributed by or for GTE other than Listing Information.

7. **Indemnification.** Publisher assumes all responsibility concerning publication and use of the Listing Information. Publisher shall indemnify, hold harmless, and defend GTE from any claim, demand, damage, action, cause of action or liability which may arise based on any use of Listing Information supplied to Publisher, including publication of Listing Information in Publisher's telephone directories.

8. Separate Identities. Publisher shall not represent any of its directories to users, advertisers or others as an official directory of GTE. This Agreement shall not establish, be interpreted as establishing, or be used by either party to represent the relationship of GTE and Publisher as any form of agency, partnership or joint venture. The parties shall conduct their respective businesses to avoid confusion by users of Listing Information, by advertisers, or others as to the separate and independent identity of their directories and of their activities concerning sale of directory advertising and other matters pertaining to publication of telephone directories. Neither party shall represent, expressly or impliedly, in writing or orally, that the parties are affiliated or associated in any way, or that either is an agent, contractor, joint-venturer or partner with the other. Nothing in this Agreement shall grant, suggest or imply any authority for one party to use the trademarks, service marks or trade names of the other.

9. Compliance with Law and Regulation. The parties shall comply with applicable federal and state laws and regulations pertaining to provision, publication and use of Listing Information, to include the state statutes and the regulations and orders of the public utilities regulatory commission for the relevant jurisdictions from which GTE supplies Publisher with Listing Information.

10. Applicable Law. This Agreement is governed by and construed in accordance with the domestic laws of the State of Virginia.

11. Limitation of Liability. Neither party shall be liable to the other for any indirect, special or consequential damage, even if notified in advance of the possibility of such damages. GTE shall have no liability to Publisher, and Publisher shall have no right against GTE, for deviations between Listing Information as provided to Publisher and Listing Information as appearing in white page directories distributed by GTE.

12. Force Majeure. If circumstances beyond the reasonable control of a party prevent, restrict or interfere with performance of any obligation under this Agreement, that party shall be excused from such performance to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations) until the delay, restriction or interference has ceased; provided, however, that the party affected shall use reasonable efforts to avoid or remove such causes of nonperformance, and both parties shall proceed whenever such causes are removed or cease.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth.

LISTING INFORMATION IS SUPPLIED AS IS. GTE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective when signed by both.

GTE		Publisher	
By	R. L. Roberts	By	Lori A. Stafford
Name	R. L. Roberts	Name	Lori Stafford
Title	NDC Manager	Title	Product Mgr.
Date	7-15-96	Date	6/28/96

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION

Attachment 1
GTE Telephone Companies

GTE Arkansas Incorporated
GTE Florida Incorporated
GTE Midwest Incorporated
GTE North Incorporated
GTE Northwest Incorporated
GTE South Incorporated
GTE Southwest Incorporated
Contel of Kentucky, Inc. d/b/a GTE Kentucky
Contel of Minnesota, Inc. d/b/a GTE Minnesota
Contel of Texas, Inc. d/b/a GTE Texas
Contel of the South, Inc. d/b/a GTE Systems of the South
Contel of the West, Inc. d/b/a GTE West

LICENSE AGREEMENT

THIS AGREEMENT, made as of June 2, 1997 by and between ALLTEL Publishing Corporation, an Ohio corporation (the "Publishing Company"), and GTE National Directory Center located at 52 Walnut Street, Warsaw, VA 22572 the "Licensee") is as follows:

WHEREAS, the Publishing Company compiles certain alphabetical telephone directory listings containing the names, addresses and telephone numbers of customers of telephone companies for which the Publishing Company publishes telephone directories (The "Alpha Listings"), and

WHEREAS, Licensee desires to publish certain Alpha Listings in a telephone directory to be published by Licensee in September 1997 for the geographical areas containing the localities of Morenci, MI Licensee's Directory"); and

WHEREAS, the Publishing Company is willing to grant Licensee a non-exclusive limited license to publish its Alpha Listings, and to provide the Alpha Listings to Licensee in accordance with the terms and conditions hereof; and

WHEREAS, it is in the interest of both the Publishing Company and Licensee to maintain their separate identities and avoid confusion by members of the general public as between the Publishing Company, Licensee, and the telephone companies for which the Publishing Company publishes directories;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein set forth, and other good and valuable considerations, the parties hereto agree as follows.

1. Grant of License - The Publishing Company grants to Licensee a non-exclusive license to publish the Alpha Listings identified on Exhibit A hereto, subject to all of the terms and conditions hereof. All such Alpha Listings shall at all times remain the property of the Publishing Company.

2. License Fee/Other Expenses - In consideration of the license granted hereby, Licensee shall pay fees in accordance with Exhibit A hereto. Licensee shall pay all freight charges for delivery of Alpha Listings, as well as any and all state, local and/or federal taxes arising from the license hereby granted, excepting those levied on the income of the Publishing Company.

3. Provision of Alpha Listings - The Alpha Listings licensed hereunder shall be provided to Licensee on or before the delivery date specified on exhibit A, or such other time as the Publishing Company and

Licensee shall hereafter agree in writing. Such Alpha Listings shall be provided in the format designated on Exhibit A hereto. The license hereby created does not extend to, and Licensee shall not republish, any logos, marks, display advertisements or other material not constituting Alpha Listings that may be provided.

4. Term of License - The license hereby granted shall entitle the Licensee to publish each Alpha Listing only one time in one edition of Licensee's Directory. In order to protect the currency of the Publishing Company's Alpha Listings, it is agreed that this Agreement shall not be automatically renewed. In the event that Licensee's Directory is not published within sixty (60) days of the date specified in the recitals hereto: (a) Licensee shall immediately return all Alpha Listings provided by the Publishing Company and/or copied by Licensee; (b) the Publishing Company shall credit Licensee with the Service Fee paid hereunder, but shall retain the Administrative Fee, the Media Fee and any shipping fees paid hereunder; (c) and the license hereby granted shall terminate.

5. Assignment - The rights and liabilities of Licensee hereunder shall not be assigned or sublicensed without the express written consent of the Publishing Company. It is acknowledged that any breach of this provision shall constitute a material breach of this Agreement.

6. Protection of the Publishing Company's Rights - Licensee shall not at any time do or cause to be done any act which will in any way impair the Publishing Company's interest in the information licensed hereunder. In all copies of Licensee's Directory the reproduction of the Alpha Listings licensed hereunder shall conform to the listings provided.

Licensee shall cooperate with the Publishing Company in the protection of the Publishing Company's interest in the Alpha Listings licensed hereunder, at the Publishing Company's expense. Licensee will promptly notify the Publishing Company of any infringement of the Publishing Company's interest in the Alpha Listings licensed hereunder. It is acknowledged that any breach of this provision shall constitute a material breach of this Agreement. Nothing contained in this agreement shall restrict, impair or in any way diminish the proprietary interest of the Publishing company in the Alpha Listings supplied to Licensee. Neither the license granted to Licensee herein, nor the publication by Licensee of the Alpha listings licensed hereunder, shall in any way restrict the right of Publishing Company to copyright any directory which it publishes..

7. Advance Copies - Licensee shall provide the Publishing Company with two (2) copies of Licensee's Directory not less than Seven (7) days before public distribution thereof.

8. Warranty of the Publishing Company/Disclaimers - The Publishing Company warrants that the Alpha Listings licensed hereunder shall be the regularly compiled listings for the exchanges identified on Exhibit A hereto. THE PUBLISHING COMPANY DOES NOT WARRANT THE ACCURACY OF THE ALPHA LISTINGS LICENSED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, CONCERNING SUCH ALPHA LISTINGS OR THE ACCURACY OF THE INFORMATION CONTAINED IN SUCH ALPHA LISTINGS, AND THE PUBLISHING COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM ANY INACCURACY CONTAINED IN SUCH ALPHA LISTINGS.

9. Indemnity - Licensee shall indemnify and hold harmless the Publishing Company from any and all suits, demands, causes of action, damages and claims of any kind arising from (a) the publication of the Alpha Listings licensed hereunder by Licensee or (b) the negligence of Licensee, its agents, contractors or subcontractors in the publication of such Alpha Listings, or (c) the use or misuse of information copyrighted by anyone other than the Publishing Company which is contained in Licensee's Directory.

10. Miscellaneous - This Agreement may be executed in counterparts, each of which shall, if duly executed by all parties hereto, constitute this Agreement. This Agreement is the entire agreement of the parties and there are no other prior or contemporaneous agreements, written or oral, concerning the subject matter hereof. Failure of either party hereto to insist upon strict performance of any of the terms and conditions hereof shall not constitute a waiver or relinquishment in any respect of the right to rely upon any such terms or conditions on any future occasion. This Agreement may not be modified other than by express written modification executed by both parties hereto. This Agreement shall in all respects be governed by the laws of the state of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

"Publishing Company" ALLTEL Publishing Corporation	"Licensee" GTE National Directory Center
By Connie Flanagan/mc	By Myron C McCauley

EXHIBIT A - Revised 8/17/94

EXCHANGES (419) Chesterfield (452) Ohio

LICENSE FEES

Administrative Fee	$	500.00
Service Fee $.50 per listing		
Estimated Number of Listings 223		111.50.
Media Fee		000.00
TOTAL	$	611.50
Plus Shipping and Handling		

FORMAT

System Extract

DELIVERY DATE

August 6, 1997

BILLING

The above license fees are based on an estimated number of Alpha Listings. Actual billing for the Alpha Listings provided will be issued by the Publishing Company at the time of delivery. The total amount of the billing will be payable upon receipt by the Licensee. The payment due date will be thirty (30) days after receipt by the Licensee.

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY SUBSCRIBER LIST DATABASE EXTRACT INFORMATION

This Agreement, dated April 24, 1997, is made by and between the GTE telephone companies listed in Attachment 1 (subsequently referred to as "GTE"), acting through the GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572, and

Publisher Name ALLTEL Publishing Corporation

Address 2936 W 17th Street, P O Box 8522

Erie, PA 16505-0522

(subsequently referred to as "Publisher")

1. **Provision of Listings.** GTE agrees to supply Publisher a current white pages listing database extract of the names, addresses, telephone numbers, and primary advertising classifications (if any) of GTE subscribers contained in GTE's current directory listings database, for locations requested by Publisher ("Listing Information"). Listing Information shall not include non-listed or non-published subscriber information.

2. **Scope and Term.** This Agreement covers provision of Extended Area Service ("EAS") and non-EAS Listing Information for any of the GTE telephone companies listed in Attachment 1 for the term of this Agreement. The term of this Agreement is one year from the date referenced above. Unless terminated, the term shall renew automatically for subsequent one-year terms. This Agreement may be terminated by either party upon giving written notice to the other at least 90 days prior to the end of the applicable term. This Agreement shall automatically terminate at the end of the initial term or any renewal term if Publisher does not request Listing Information be provided during the applicable term. GTE may terminate this Agreement if Publisher does not comply with this Agreement and does not cure the failure within 30 days of written notice.

3. **Exchanges and Medium.** Listing Information is available by GTE NPA/NXX and is supplied in either magnetic tape or hard copy print-out, as selected by Publisher. Other media options may be available at additional fee.

4. **Fees.** The charge for Listing Information is 35 cents per listing, plus applicable sales tax. Fees may be increased with 180 days written notice, and decreased upon notice. GTE will invoice Publisher subsequent to provision of the Listing Information. Publisher agrees to pay the fees within 45 days of receipt of invoice.

5. **Requests for Listing Information.** Listing Information database extracts must be requested in writing (facsimile acceptable), on the GTE order form or correspondence containing equivalent information, at least 45 days in advance of the desired date for the information. The request must specify the date the Listing Information should be pulled from the directory listings database, the NPA/NXX/communities/exchanges desired, the medium for provision of the Listing Information, and the address for delivery of the Listing Information. Requests for Listing Information database extracts should be sent to GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572. Requests may be sent by fax to (804) 333-5128. Additional information may be obtained by phone at (804) 333-8100 or 8101. Order forms are available from the Directory Center.

6. **Right to Use Listings.** Publisher may copy and print Listing Information in any of Publisher's printed and/or electronic telephone directories. Publisher agrees not to distribute or sell the Listing Information to any third party, and agrees not to sublicense or assign any right acquired by Publisher under this Agreement. No right or license is granted or implied under any proprietary rights of GTE or GTE affiliate that subsist in portions of directories distributed by or for GTE other than Listing Information.

7. **Liability upon Termination.** Termination of this Agreement, or any part hereof, 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. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

9. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

10. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

11. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

13. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

14. Dispute Resolution.

14.1 Alternative to Litigation. Except as provided under Section 252 of the Federal Telecommunication Act of 1996 with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

14.2 Negotiations. 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 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, exempt from discovery 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.

14.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration 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 may 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, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Dallas County, Texas. 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) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14.4 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.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

16. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by publisher, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Texas and shall be subject to the exclusive jurisdiction of the courts therein.

20. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

21. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules, and regulations, involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payments of wages. Each Party shall also be responsible for payment of taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

22. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by GTE.

This Agreement will be effective only upon execution and delivery by both Parties.

24. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

25. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, except for holidays on which U.S. mail is not delivered. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:

GTE Telephone Operations
Attention: Group Product Manager - Directory Services
600 Hidden Ridge, HQE02B62
Irving, Texas 75038
Facsimile: 972/718-7899

If to Publisher:

Attention: Ms. Darlene Kutterna
P O Box 8522
Erie, PA 16505-0522
Facsimile: 814 838-0648

26. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and Publisher.

27. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five (5) Business Days after receipt by the Parties of written notice of such approval. Such date (i.e., five Business Days after the Parties receive the written notice of approval) shall become the "effective date" of this Agreement for all purposes.

28. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

29. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

30. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. 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.

31. Subcontractors. GTE may enter into subcontracts with third parties or affiliates for the performance of any of GTE's duties or obligations under this Agreement.

32. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by an federal, state, or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation, or guideline, the parties agree to modify, in writing, the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

33. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party 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 Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party.

34. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

35. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

36. Liability and Indemnity.

36.1 Indemnification. Publisher agrees to release, indemnify, defend, and hold harmless GTE and its affiliates from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the Publishers' negligence or wilful misconduct, regardless of form of action.

36.2 End User and Content-Related Claims. Publisher agrees to release, indemnify, defend, and hold harmless GTE and its affiliates (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation or proprietary or creative right, or any other injury to any person or property arising out of the information provided to Publisher by GTE, or any other act or omission of Publisher or Publisher's agents, employees or affiliates.

36.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, GTE MAKES NO REPRESENTATIONS OR WARRANTIES TO PUBLISHER CONCERNING THE SPECIFIC QUALITY OF ANY INFORMATION PROVIDED UNDER THIS AGREEMENT. GTE DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

36.4 Limitation of Liability. GTE's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the rate paid by Publisher for the information provided by GTE. Under no circumstances shall GTE be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data.

36.5 Intellectual Property. GTE shall not have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to the Publisher based on or arising from any claim, demand, or proceeding by any third party alleging or asserting direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

LISTING INFORMATION IS SUPPLIED AS IS. GTE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective when signed by both.

GTE		Publisher	
By	Lynn C McCauley	By	ALLTEL Publishing
Name	Lynn McCauley	Name	Connie Flanagan
Title	General Manager GTENDC	Title	Listing Management Director
Date	May 6, 1997	Date	4-24-97

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION

Attachment 1
GTE Telephone Companies

GTE Arkansas Incorporated
GTE Florida Incorporated
GTE Midwest Incorporated
GTE North Incorporated
GTE Northwest Incorporated
GTE South Incorporated
GTE Southwest Incorporated
Contel of Kentucky, Inc. d/b/a GTE Kentucky
Contel of Minnesota, Inc. d/b/a GTE Minnesota
Contel of Texas, Inc. d/b/a GTE Texas
Contel of the South, Inc. d/b/a GTE Systems of the South
Contel of the West, Inc. d/b/a GTE West

MASTER DIRECTORY LISTING LICENSE AGREEMENT

This Agreement is made and entered into as of the _3rd__ day of _March__, 1997, by and between TDS Telecommunications Corporation, a Delaware corporation, 301 South Westfield Road, Madison, Wisconsin 53717 ("TDS"), and _GTE National Directories Corporation____, 52 Walnut Street, Warsaw, VA 22572___ ("Publisher").

WHEREAS, Publisher desires to publish one or more telephone directories which will include one or more of the telephone exchanges of TDS subsidiary telephone companies identified on Addendums attached hereto and made a part hereof (the "Publisher's Directory");

WHEREAS, Publisher wishes to purchase from time to time for use in Publisher's Directory certain TDS listing information containing the names, addresses and telephone numbers of the TDS subscribers located in the exchanges identified in Addendums attached hereto and made part hereof (the "Information");

WHEREAS, TDS is willing to grant to Publisher from time to time the license to use the Information on a pay per use basis in the Publisher's Directories and coordinate the provision of, and payment for, such Information through its agent, Consolidated Communications Directories, Inc.

In consideration of the mutual premises contained herein, the parties hereby agree as follows:

1. <u>**Scope of License**</u>: TDS grants Publisher the license to use on a pay per use basis certain telephone customer information as more specifically described herein that shall be used by Publisher exclusively for use in a single printing, publication or edition of the Publisher's Directory. It is contemplated that this Agreement shall govern the terms and conditions of each such license granted herein. It is further contemplated that the parties will execute an Addendum to this Agreement for each grant of this license and corresponding single use of the Information by the Publisher. Such Addendum(s) will set forth the Information licensed pursuant to this Agreement and the per customer charge of TDS for such Information.

2. <u>**Method of Providing Listing Information**</u>: Upon receipt of a written request from the Publisher for Information for one or more exchanges, TDS will provide, at the Publisher's expense, a magnetic tape, reproduction proof or computer printout of the current TDS directory listings in the exchanges requested by Publisher and identified on an Addendum to be prepared and executed by the parties. The Information will not include any non-listed and/or non-published customer information, special listings purchased by a subscriber in one exchange, or listings in the directory of another exchange. TDS reserves the unconditional right to change a directory publication date of any of its subsidiaries without notice, or consultation with, or any obligation to, the Publisher.

3. <u>**License**</u>: TDS Grants to Publisher pursuant to the terms hereof, a non-exclusive one time license to publish the

Information as part of a single publication or edition of Publisher's Directory. All Information provided under the terms of this Agreement is and shall remain the exclusive property of TDS and will be used by Publisher and its agents only for the purposes related to the inclusion of such Information in one single edition, printing or publication in Publisher's Directory and for no other use or purpose. Publisher does not acquire any right, title or interest in the Information except the limited license provided herein. Publisher agrees it will not sell or make available to other parties Information provided by TDS for purposes other than the aforesaid uses.

4. **Compensation**: Publisher will compensate TDS within 30 days of receipt of the Information requested in accordance with the terms set forth in the Addendum for such Information which is to be attached hereto and made a part hereof. This fee shall entitle Publisher to publish each individual listing in only one single publication or one single edition of the Publisher's Directory. Publisher shall pay an additional license fee for each appearance or listing of any Information in each edition, printing or publication of the Publisher's Directory. Publisher agrees that it shall not publish any of the Information obtained for the Publisher's Directory in any other directory or publication other than the one identified on the Addendum for that particular Publisher's Directory. Publisher will also compensate TDS for any additional labor required to provide listings to a directory at the hourly rate set forth on such Addendum if applicable.

5. **Disclaimer Regarding Information**: The Information provided to Publisher hereunder shall be provided "as is". TDS does not make any warranty, express or implied, regarding the accuracy or completeness of the Information. TDS shall not be liable for any actions or omissions arising out of, or in connection with, the use of the Information. Notwithstanding the foregoing, TDS warrants that it will use the same data base for its own telephone directories as the Information provided Publisher hereunder.

IN NO EVENT SHALL TDS, ITS AFFILIATES, SUBSIDIARIES, OR PARENT CORPORATION (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) HAVE ANY LIABILITY WHATSOEVER TO OR THROUGH THE PUBLISHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, THE LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT.

6. **Indemnity**: The Publisher shall defend, indemnify and hold TDS and its affiliates, officers and agents harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses, and all other liabilities including reasonable attorney's fees arising out of or resulting from any breach of contract and/or the intentional and negligent acts or omissions on the part of the Publisher, its employees, officers, affiliates and agents in the performance of or failure to perform the activities contemplated by this Agreement.

7. **Use and Identity of Information**: Publisher agrees that it shall not make any representation to any person or entity

including the public, or advertisers, express or implied, written or oral, which would imply that Publisher and any of its publications is the same, a part of, or associated with TDS or any TDS affiliate. At no time shall Publisher in any manner canvas for, or publish any type of telephone directory in the name of TDS, use the TDS name, logo or any similar or confusingly similar name or logo, or use any other listings or advertising contained in any TDS directory. Publisher shall at all times use its own name in all its advertising, canvasing and billing for such directories and shall not name or designate any of its directories by using only a geographical or trade area followed by the words "telephone company". Publisher will not imitate the directory covers, advertising, contract terms and billing materials and forms used by TDS or its affiliates. Publisher will not use in any section of its directory any stock cuts, filler materials or text used by TDS, any of its affiliates or subsidiary directories except name, address and telephone number of customers.

8. __**Unauthorized Use**__: Publisher shall take appropriate measures to guard against the unauthorized use of the Information whether by Publisher, its agents and employees or by others. Any unauthorized use by Publisher or its agents or employees or caused or permitted by them shall be deemed a material breach of this Agreement and shall immediately entitle TDS to terminate this Agreement and all of Publisher's rights hereunder without notice or demand. Publisher shall promptly notify TDS of any

unauthorized use of the Information of which it has information or knowledge.

9. **Termination**: This Agreement shall continue in full force and effect from the date hereof unless terminated as provided herein.

(a) Either TDS or Publisher may terminate this Agreement at any time with or without cause upon 90 days written notice to the other. Upon notice of termination, TDS will continue to provide account information until the actual termination date. Publisher shall be responsible for payment through the date of termination.

(b) If TDS or Publisher materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of failure to perform and allowing the non-performing party 30 days after receipt of notice to cure such failure, may terminate this Agreement upon written notice to the non-performing party.

10. **Limitation on Damages**: TDS' liability under this Agreement shall be limited to the actual sum paid by Publisher for Information under this Agreement. TDS shall have no liability to Publisher for revenue that Publisher might have earned in the event that TDS is unable or fails to provide Information or if there are delays in the provision of Information.

11. **Miscellaneous**:

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

B. Force Majeure. The obligations of the parties are subject to force majeure and neither party shall be in default under this Agreement if any failure or delay in performance is caused by strike, accidents, acts of God, fire, flood, adverse weather, lack of transportation, condemnation or exercise of rights of eminent domain, war or civil disorder, or any other cause beyond the reasonable control of the non-performing party.

C. Assignment. Any assignment, in whole or in part, by either party of any right or obligation or of any interest hereunder without the written consent of the other party shall be void. Publisher acknowledges certain duties and obligations of TDS under this Agreement may be performed by Consolidated Communications Directories, Inc., as its agent.

D. Survivability. Notwithstanding expiration of termination of this Agreement, the provisions of the Agreement which by their nature or context are required or intended to survive shall survive and remain in full force and effect.

E. Notice and Demands. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or via express service or on the date deposited, postage prepaid in the United States mail via Certified Mail, return receipt requested, to the respective parties at the address set forth above. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communications is to be given by either party may be changed by written notice given by such party to the other party pursuant to this Agreement.

F. Applicable Law. Both parties agree that they will comply with the provisions of all applicable federal, state and local laws ordinances, regulations and codes with which they are obligated to comply in their performance hereunder and in connection with the Information provided hereunder.

G. Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.

H. Entire Agreement. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements between the parties with respect to the transactions set forth herein.

I. Amendment. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement through their respective authorized representatives, as of the date first above written.

For: PUBLISHER	For: TDS TELECOMMUNICATIONS CORPORATION
By: [signature] Its Authorized Agent	By: [signature] Its Authorized Agent
Date: 3/11/97	Date: 3/3/97

TDS

ADDENDUM NO. _____ dated ______________, 199__.

This is an addendum to that certain Directory Listing License Agreement dated ______________, 1996 (the "Agreement") and is subject to all the terms contained in the Agreement and is made a part thereof.

I. Information

1. The Information requested by Publisher is for one time use in the 199__ telephone directory for ______________________ (Directory Name).

2. Information is requested for the following TDS Telephone Exchanges:

____

____

____

____

____

____

____

____

____

II. Compensation

1. Publisher will pay TDS _____45___¢ per individual listing transferred to Publisher for each single use of the listing.

2. If applicable, Publisher will pay TDS at the rate of $__0__ per hour for additional services rendered at the

request of Publisher.

3. Publisher acknowledges that in addition to the foregoing compensation to TDS Telecommunications Corporation, it may be liable to Consolidated Communications Directories, Inc. for any applicable processing and administrative charges.

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION

This Agreement, dated for reference January 1, 1996, is made by and between the GTE telephone companies listed in Attachment 1 (subsequently referred to as "GTE"), acting through the GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572, and

Publisher Name Consolidated CommunicationsDirectories

Address 1200 Network Centre

Effingham, IL 62401

(subsequently referred to as "Publisher")

1. **Provision of Listings.** GTE agrees to supply Publisher a current white pages listing of the names, addresses and telephone numbers of GTE subscribers contained in GTE's current directory listings database, for locations requested by Publisher ("Listing Information"). Listing Information shall not include non-listed or non-published subscriber information.

2. **Scope and Term.** This Agreement covers provision of Extended Area Service ("EAS") and non-EAS Listing Information for any of the GTE telephone companies listed in Attachment 1 for the term of this Agreement. The term of this Agreement is one year from the date referenced above. Unless terminated, the term shall renew automatically for subsequent one-year terms. This Agreement may be terminated by either party upon giving written notice to the other at least 90 days prior to the end of the applicable term. This Agreement shall automatically terminate at the end of the initial term or any renewal term if Publisher does not request Listing Information be provided during the applicable term. GTE may terminate this Agreement if Publisher does not comply with this Agreement and does not cure the failure within 30 days of written notice.

3. **Exchanges and Medium.** Listing Information is available by GTE exchange and is supplied in either magnetic tape or hard copy print-out, as selected by Publisher. Other media options may be available at additional fee.

4. **Fees.** The charge for Listing Information is 35 cents per listing, plus applicable sales tax. Fees may be increased with 180 days written notice, and decreased upon notice. GTE will invoice Publisher subsequent to provision of the Listing Information. Publisher agrees to pay the fees within 45 days of receipt of invoice.

5. **Requests for Listing Information.** Listing Information must be requested in writing (facsimile acceptable), on the GTE order form or correspondence containing equivalent information, at least 45 days in advance of the desired date for the information. The request must specify the date the Listing Information should be pulled from the directory listings database, the communities/exchanges desired, the medium for provision of the Listing Information, and the address for delivery of the Listing Information. Requests for Listing Information should be sent to GTE National Directory Center, RR 3, Box 40, Walnut Road, Warsaw, Virginia 22572. Requests may be sent by fax to (804) 333-5128. Additional information may be obtained by phone at (804) 333-8100 or 8101. Order forms are available from the Directory Center.

6. **Right to Use Listings.** Publisher may copy and print Listing Information in any of Publisher's printed telephone directories. Publisher agrees not to distribute or sell the Listing Information to any third party in the medium or format provided to Publisher by GTE, and agrees not to sublicense or assign any right acquired by Publisher under this Agreement. No right or license is granted or implied under any proprietary rights of GTE or GTE affiliate that subsist in portions of directories distributed by or for GTE other than Listing Information.

7. **Indemnification.** Publisher assumes all responsibility concerning publication and use of the Listing Information. Publisher shall indemnify, hold harmless, and defend GTE from any claim, demand, damage, action, cause of action or liability which may arise based on any use of Listing Information supplied to Publisher, including publication of Listing Information in Publisher's telephone directories.

8. **Separate Identities.** Publisher shall not represent any of its directories to users, advertisers or others as an official directory of GTE. This Agreement shall not establish, be interpreted as establishing, or be used by either party to represent the relationship of GTE and Publisher as any form of agency, partnership or joint venture. The parties shall conduct their respective businesses to avoid confusion by users of Listing Information, by advertisers, or others as to the separate and independent identity of their directories and of their activities concerning sale of directory advertising and other matters pertaining to publication of telephone directories. Neither party shall represent, expressly or impliedly, in writing or orally, that the parties are affiliated or associated in any way, or that either is an agent, contractor, joint-venturer or partner with the other. Nothing in this Agreement shall grant, suggest or imply any authority for one party to use the trademarks, service marks or trade names of the other.

9. **Compliance with Law and Regulation.** The parties shall comply with applicable federal and state laws and regulations pertaining to provision, publication and use of Listing Information, to include the state statutes and the regulations and orders of the public utilities regulatory commission for the relevant jurisdictions from which GTE supplies Publisher with Listing Information.

10. **Applicable Law.** This Agreement is governed by and construed in accordance with the domestic laws of the State of Virginia.

11. **Limitation of Liability.** Neither party shall be liable to the other for any indirect, special or consequential damage, even if notified in advance of the possibility of such damages. GTE shall have no liability to Publisher, and Publisher shall have no right against GTE, for deviations between Listing Information as provided to Publisher and Listing Information as appearing in white page directories distributed by GTE.

12. **Force Majeure.** If circumstances beyond the reasonable control of a party prevent, restrict or interfere with performance of any obligation under this Agreement, that party shall be excused from such performance to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations) until the delay, restriction or interference has ceased; provided, however, that the party affected shall use reasonable efforts to avoid or remove such causes of nonperformance, and both parties shall proceed whenever such causes are removed or cease.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth.

LISTING INFORMATION IS SUPPLIED AS IS. GTE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective when signed by both.

GTE		Publisher	
By	C A Waller for R. L. Roberts	By	Christy Bales
Name	R. L. Roberts	Name	Christy Bales
Title	NDC Manager	Title	Supervisor, Directory Printing
Date	6-17-96	Date	6-3-96

AGREEMENT FOR PROVISION OF TELEPHONE DIRECTORY WHITE PAGES LISTING INFORMATION

Attachment 1
GTE Telephone Companies

GTE Arkansas Incorporated
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Contel of Texas, Inc. d/b/a GTE Texas
Contel of the South, Inc. d/b/a GTE Systems of the South
Contel of the West, Inc. d/b/a GTE West