

epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

**9.4 Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**9.5 Confidentiality.** Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

**9.6 Governing Law.** This Agreement shall be governed by the laws of the state in which the services are performed.

**9.7 Taxes.** Exchange Carrier shall pay or otherwise be responsible for all taxes which arise under this Agreement, except for any tax on Ameritech's corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Taxes shall be billed as separate items on the invoice.

**9.8 Non-Assignment.** Neither Ameritech nor Exchange Carrier may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and Exchange Carrier may assign this

Agreement to a corporate affiliate upon prior written notice. Without limiting the generality of the foregoing, this agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

**9.9 Non-Waiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

**9.10 Notices.** Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Exchange Carrier:

Brooks Fiber Communications  
2855 Oak Industrial Drive NE  
Grand Rapids, MI 49506  
Attn: Marty Clift

To Ameritech:

Ameritech Information Industry Services  
350 North Orleans, Floor 3  
Chicago, IL 60654  
Attn: Vice President and General Counsel

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

**9.11 Publicity.** Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates, or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

**9.12 Survival.** The parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

9.13 Joint Work Product. The Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

9.14 No Third Party Beneficiaries. Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

9.15 Entire Agreement. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties.

Attached and incorporated herein are:

- Exhibit A - E911 Service Feature Description
- Exhibit B - E911 Meet Points for Primary and Diverse Routes
- Exhibit C - Rate Table - Michigan

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date(s) shown below.

BROOKS FIBER COMMUNICATIONS

By: Martin W. Cleft, Jr.  
Title: Director Regulatory Affairs  
Date: April 29, 1996

AMERITECH

By: [Signature]  
Title: V.P. Markets Sales  
Date: 5-1-96



## EXHIBIT A

### E911 SERVICE FEATURE DESCRIPTION

#### Standard Features:

(1) Forced Disconnect enables the PSAP attendant to release a connection on a 9-1-1 call, even if the calling party remains off-hook. The time required to effect the forced disconnect varies as a function of the office type, but is generally between 10 and 30 seconds.

(2) Default Routing (DR) is activated when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. ANI and ALI data is not provided when a call is Default Routed.

(3) Alternate Routing (AR) allows E911 calls to be routed to a designated alternate location if (1) all E911 Service Lines to the Primary PSAP are busy, or (2) the Primary PSAP closes down for a period (eg: night service).

(4) Central Office Transfer Arrangements:

(a) Manual Transfer enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or the "add button on the Display and Transfer Unit and dialing either a 7-digit telephone number or a 2-digit Speed Calling Code.

(b) Fixed Transfer enables a PSAP attendant to transfer incoming E911 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

(c) Selective Transfer provides the PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with the type of agency, e.g., "FIRE", on the Display and Transfer Unit. Selective Transfer is only available when Selective Routing is provided.

EXHIBIT B

E911 MEET POINTS FOR PRIMARY AND DIVERSE ROUTES

The meet point for Exchange Carrier's Primary and Diverse Routes to the mux/co-location and E911 Control Offices is at the Ameritech Central Office. Exchange Carrier shall pay tariff charges for Diverse routes. Exchange Carrier will be responsible for determining the proper quantity of trunks from its end office(s) to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be delivered by Ameritech within 20 days following order by Exchange Carrier. Following delivery, Exchange Carrier and Ameritech will cooperate to promptly test all transport facilities between Exchange Carrier's Network and the Ameritech Control Office to assure proper functioning of the E911 service.

EXHIBIT C

RATE TABLE - MICHIGAN

E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 1000 Access Lines\* serviced by the E911 Network: \$90.00 per month and a nonrecurring charge of \$1,274.00.

The per 1000 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

| Access Lines    | Trunks provided at no additional charge |
|-----------------|---|
| 01-1,500 =      | 2 Trunks                                |
| 1,501-7,500 =   | 3 Trunks                                |
| 7,501-18,500 =  | 4 Trunks                                |
| 18,501-33,500 = | 5 Trunks                                |

Should Exchange Carrier desire more trunks than those described above, Exchange Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

**Optional Manual Update:** Update of the ALI/DMS data base from paper copies of service order activity furnished by Exchange Carrier at no additional charge. Ameritech reserves the right to institute a charge for Optional Manual Update service upon sixty days written notice to Exchange Carrier. In that event, electronic update service shall continue to be available at no charge.

**Address and Routing File** \$975.00 per request per NPA\*\*

**E9-1-1 Control Office Software Enhancement Connection Charge** \$850.00 non-recurring charge per E9-1-1 Control Office

## SERVICES PROVIDED

### A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in Exhibit A and selected by Exchange Carrier in the exchanges in which both of the following conditions are met: (1) Exchange Carrier is authorized to provide local exchange services in such exchange(s), and (2) Ameritech is the 911 service provider in such exchange(s).

### B. Exchange Carrier Updates:

Exchange Carrier elects to furnish daily updates to the end user information contained within the Exchange Carrier data base and assumes the notification responsibility as outlined in Section IV of this Agreement. Ameritech will provide Exchange Carrier with the proper address to which updates should be sent.

\* Or fraction thereof. The minimum charge will be based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of the Customer's geographical boundary jurisdiction, but within Exchange Carrier's exchange boundary and set for routing via the E911 network.

\*\* This charge applies for entire NPA or fraction thereof.

**Case No. U-11178**

**WHITE PAGES LISTING AND DIRECTORY SERVICES  
AGREEMENT FOR GRAND RAPIDS**

**Dated September 1, 1995**

**by and between**

**AMERITECH ADVERTISING SERVICES**

**and**

**BROOKS FIBER**

# **WHITE PAGES LISTING AND DIRECTORY SERVICES AGREEMENT BETWEEN AMERITECH ADVERTISING SERVICES AND BROOKS FIBER COMMUNICATIONS OF MICHIGAN**

AGREEMENT made this 20th day of March, 1996 between Ameritech Advertising Services, a Delaware corporation with principal offices at 100 E. Big Beaver Road, Troy, MI 48083 and Brooks Fiber Communications of Michigan (hereinafter referred to as "Brooks"), a corporation with a place of business at 2855 Oak Industrial Drive N.E., Grand Rapids, Michigan 49506.

WHEREAS, Ameritech Advertising Services is in the business of publishing and distributing Directories and other information products and services, and desires to acquire certain data and services from Brooks in connection therewith; and

WHEREAS, Ameritech Advertising Services is willing to provide certain services to Brooks in connection with the publication of Directories for Brooks' local telephone subscribers in the Holland/Zeeland, Michigan area; and

WHEREAS, Brooks is willing and able to furnish to Ameritech Advertising Services certain listing information, and other services; and desires to contract with Ameritech Advertising Services for certain services in connection with the publication of Directories for Brooks' local exchange subscribers in the Holland/Zeeland, Michigan area.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## **ARTICLE I DEFINITIONS**

As used in this Agreement,

- 1.1 "Agreement" shall mean this Agreement between Brooks and Ameritech Advertising Services.
- 1.2 "Directories" shall mean compilations of subscriber listings, listing updates and other information.
- 1.3 "Listing Updates" shall include information with respect to Brooks' Holland/Zeeland local telephone subscribers necessary for Ameritech Advertising Services to Publish Directories, including the listed and billed names, telephone numbers, listed, billed and service addresses, ZIP Codes, class of service, list type, and, in the case of business telephone subscribers, the principal classified Yellow Pages Directory heading or SIC code, for subscribers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name or other change which may affect the listing of the customer in a Directory. In the case of subscribers who have transferred service from another local exchange provider to Brooks without change of address, Listing Updates shall also include the subscriber's former listed telephone number and former local exchange carrier. Similarly, in the case of subscribers who have transferred service from Brooks to another local exchange provider, Listing Updates shall also include the subscriber's referral telephone number and new local exchange carrier, if available.
- 1.4 "Publish" or "Publication" shall mean selling advertising, compiling, composing and producing Directories, promoting use, handling claims, packaging, distribution.

transportation, determining product content, design, scoping, pricing and all other matters relating to the manufacture, marketing, sale and distribution of Directories.

- 1.5 "Primary Listing" shall mean the single directory listing provided to the Holland/Zeeland subscribers of Brooks by Ameritech Advertising Services under the terms of this agreement. Each PBX, Centrex, Exhibition Hall, and airport switching system, or any other telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single subscriber of Brooks, entitled to a single primary listing.
- 1.6 "Subscriber Listings" shall mean a list containing the names, the telephone numbers, addresses and ZIP Codes of Holland/Zeeland's subscribers to Brooks' basic local exchange services within a defined geographical area, except to the extent such subscribers have requested not to be listed in a Directory.
- 1.7 "White Pages Directories" shall mean Directories or the portion of co-bound Directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company subscribers.

## **ARTICLE II. PROVISION OF LISTINGS AND LISTING UPDATES**

Brooks will provide the following services to Ameritech Advertising Services on a non-exclusive basis:

- 2.1 *Listing Updates.* Within one business day of installation, disconnection or other change in service affecting the Directory listing of a subscriber, Brooks shall provide Listing Updates to Ameritech Advertising Services in such reasonable form and format as may be specified by Ameritech Advertising Services. Ameritech Advertising Services will provide an acknowledgment of receipt and input into the directory database of these Listing Updates to Brooks.
- 2.2 *Electronic Interface.* Brooks will promptly develop a mutually satisfactory, electronic process for the provision of Brooks Listing Updates to Ameritech Advertising Services in a file format specified by Ameritech Advertising Services.

## **ARTICLE III. DIRECTORY PUBLICATION AND LISTING SERVICES**

- 3.1 *White Pages Publication.* Ameritech Advertising Services shall include Brooks' Subscriber Listings in its White Pages Directories under the following terms and conditions:
  - 3.1.1 The Primary Listings of Brooks' Holland/Zeeland subscribers located within the geographic scope of Ameritech Advertising Services' directories will be published at no charge to Brooks or its subscribers.
  - 3.1.2 Listings of Brooks' subscribers will be interfiled with listings of subscribers of other telecommunications companies in White Pages Directories, including the local exchange operations of Ameritech or any of its subsidiaries or affiliates, serving the same geographic area.
  - 3.1.3 Brooks' Holland/Zeeland subscriber listings must be received by Ameritech Advertising Services prior to Ameritech's service order close date for the directory

in which those listings are to appear. Ameritech Advertising Services will provide Brooks with appropriate service order close dates within thirty (30) days of this information becoming available.

- 3.2 *Other Directories.* Ameritech Advertising Services may, at no charge, include the listings of Brooks' subscribers in any other directories published by Ameritech Advertising Services and its affiliates.

#### ARTICLE IV. DIRECTORY ASSISTANCE DATABASE SERVICES

- 4.0 *Inclusion in Directory Assistance Database.* Upon request, Ameritech Advertising Services will facilitate the inclusion of Brooks' subscribers in the Ameritech local exchange carrier's directory assistance database by providing Brooks' Listing Updates to the Ameritech local exchange carrier for inclusion in its directory assistance database. The terms and conditions under which such information is included in the directory assistance database are set forth in a separate agreement between the Ameritech local exchange carrier and Brooks.

#### ARTICLE V. OTHER TERMS AND CONDITIONS

- 5.1 *Limitation of Liability.* In no event shall Ameritech Advertising Services or Brooks be liable for incidental or consequential damages of any kind.
- 5.2 *Mutual Indemnity.* Except as otherwise provided in this Agreement, each party (the "Indemnitor") shall defend and indemnify the other (the "Indemnitee") from any and all claims, demands, suits or damages (including reasonable attorney fees), whether based on contract or tort, arising out of or in connection with the performance of its obligations under this Agreement, unless caused by the negligence or willful acts of the Indemnitee.
- 5.2.1 It is understood that either party may have tariffs or contracts that limit its liability for any errors and omissions in the performance of the obligations under this Agreement, and to the extent the terms of such tariffs or contracts are enforceable, such terms shall be applicable.
- 5.2.2 The parties shall provide to each other any assistance reasonably required to defend any claim, demand, suit or complaint involving Directories published under this Agreement.
- 5.3 *Subcontracting.* Ameritech Advertising Services shall have full power and authority to enter into contracts with third parties to perform the services to be provided by it under this Agreement. Upon notice from Ameritech Advertising Services, Brooks agrees to cooperate with such third parties to the extent reasonably requested by Ameritech Advertising Services. Nothing in this Paragraph shall relieve Ameritech Advertising Services of its obligations to Brooks under this Agreement, except as expressly agreed in writing by Brooks.
- 5.4 *Right to Audit.* Each of the parties may audit the records and operations systems of the other party as they pertain to the charges or functions to be performed pursuant to this Agreement.
- 5.5 *Other Businesses; No interest Created.* Except as otherwise specifically provided in this Agreement, nothing contained herein shall be deemed to limit or restrict either party in the conduct of its business, nor shall anything in this Agreement be deemed to create any

interest in favor of Brooks or Ameritech Advertising Services in the assets, revenues, earnings or otherwise in the business of the other.

5.6 *Use of Name, Marks.* Ameritech Advertising Services will use Brooks' name and/or trademarks in connection with publishing Directories under this Agreement. Use of Brooks' name and or trademarks shall be subject to Brooks' prior review and written approval which shall not be unreasonably withheld. Nothing in this Agreement shall preclude Ameritech Advertising Services from using the names or trademarks of other telecommunications providers in connection with publishing Directories or providing other products or services.

5.7 *Notices.* All notices or other communications under this Agreement shall be in writing and shall be deemed to have been given if mailed first class postage prepaid by United States mail, overnight express mail, personal delivery, telegram, telex or facsimile.

5.7.1 Notices to Brooks Fiber Communications of Michigan shall be given to:

Brooks Fiber Communications of Michigan  
2855 Oak Industrial Drive, N.E.  
Grand Rapids, MI 49506  
Attention: Martin Clift  
Facsimile: (616) 224-5110

5.7.2 Notices to Ameritech Advertising Services shall be given to:

Ameritech Advertising Services  
100 E. Big Beaver Road, Suite 700  
Troy, Michigan 48083  
Attention: Director - Competitive Telecommunications Services  
Facsimile: (810) 524-7227

or at such other address as either party may hereafter designate by written notice.

5.8 *Binding Effect.* This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns.

5.9 *Governing Law.* This Agreement shall be governed by and construed under and in accordance with the laws of the State of Michigan.

5.10 *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter. There are no other understandings, representations or warranties, oral or written, relating to the subject matter. This Agreement may not be amended except by a written instrument executed by both parties.

5.11 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, and the Agreement shall be enforced to the greatest extent permitted by law.

5.12 *Compliance with Legal and Regulatory Requirements.* Brooks shall provide Ameritech Advertising Services with information concerning any legal or regulatory requirements, if any, imposed upon Brooks that may affect the performance of Ameritech Advertising Services' obligations under this Agreement.

- 5.13 **Headings.** The headings in this Agreement are for convenience only and are not a part of this Agreement.
- 5.14 **Term and Termination.** This Agreement shall be effective on March 20, 1996, and shall apply to all Directories published on or after that date. This Agreement shall terminate March 19, 1997, unless earlier terminated or extended as provided in this Agreement.
- 5.14.1 The term of this Agreement shall be automatically renewed from year to year unless either party gives written notice of termination at least three (3) months in advance of the original or any renewal termination date.
- 5.14.2 This Agreement may be terminated by either party in the event the other party materially breaches its obligations under the Agreement, provided, however, that written notice of the breach is provided not less than ninety (90) days prior to termination and the other party fails to cure the breach within sixty (60) days of notice of breach.
- 5.15 **Confidentiality.** The existence or terms of this Agreement shall be kept confidential and shall not be disclosed to any third party without the prior consent of the parties, except as may be necessary to perform under or enforce this Agreement, or to comply with the terms of a subpoena or regulations or orders of a regulatory agency, or other legal process or order.
- 5.16 **Surviving Obligation.** Obligations of the parties which by their nature are continuing shall survive the expiration or termination of this Agreement.
- 5.17 **Force Majeure.** Neither party shall be held liable for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, inability to secure material or transportation facilities, act or omission of carriers or other similar event beyond its control. Upon occurrence of such an event under this Paragraph, the party whose performance is affected shall give immediate notice to the other party, which shall then have the option of suspending this Agreement for the duration of the event.
- 5.18 **No Third Party Rights.** The provisions of this Agreement are intended solely for the benefit of the parties to this Agreement, and no third-party beneficiary or other rights are created in favor of any other person or entity.
- 5.19 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original.

BROOKS FIBER COMMUNICATIONS  
OF MICHIGAN

By: Larry Vander Veen  
(Signature)

Larry Vander Veen  
(Printed Name)

Its: Regional Vice President  
(Title)

AMERITECH ADVERTISING SERVICES

By: Peter J. McDonald  
(Signature)

Peter J. McDonald  
(Printed Name)

Its: President  
(Title)

Exhibit C

**Dispute Resolution between Executives.**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within seven (7) business days after delivery of this notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of the arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

- (a) All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- (b) If the matter has not been resolved within forty-five (45) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may, but shall not be required to, initiate non-binding mediation of the controversy or claim under the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes or proceed with any other remedy available pursuant to law or equity
- (c) Continued Performance. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings and Customer shall continue to make payments to Ameritech in accordance with this Agreement.

**Case No. U-11178**

**WHITE PAGES LISTING AND DIRECTORY SERVICES  
AGREEMENT FOR HOLLAND/ZEELAND**

**Dated March 20, 1996**

**by and between**

**AMERITECH ADVERTISING SERVICES**

**and**

**BROOKS FIBER**

**WHITE PAGES LISTING AND DIRECTORY SERVICES AGREEMENT  
BETWEEN AMERITECH ADVERTISING SERVICES AND  
BROOKS FIBER COMMUNICATIONS OF MICHIGAN**

AGREEMENT made this 20th day of March, 1996 between Ameritech Advertising Services, a Delaware corporation with principal offices at 100 E. Big Beaver Road, Troy, MI 48083 and Brooks Fiber Communications of Michigan (hereinafter referred to as "Brooks"), a corporation with a place of business at 2855 Oak Industrial Drive N.E., Grand Rapids, Michigan 49506.

WHEREAS, Ameritech Advertising Services is in the business of publishing and distributing Directories and other information products and services, and desires to acquire certain data and services from Brooks in connection therewith; and

WHEREAS, Ameritech Advertising Services is willing to provide certain services to Brooks in connection with the publication of Directories for Brooks' local telephone subscribers in the Holland/Zeeland, Michigan area; and

WHEREAS, Brooks is willing and able to furnish to Ameritech Advertising Services certain listing information, and other services; and desires to contract with Ameritech Advertising Services for certain services in connection with the publication of Directories for Brooks' local exchange subscribers in the Holland/Zeeland, Michigan area.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement,

- 1.1 "Agreement" shall mean this Agreement between Brooks and Ameritech Advertising Services.
- 1.2 "Directories" shall mean compilations of subscriber listings, listing updates and other information.
- 1.3 "Listing Updates" shall include information with respect to Brooks' Holland/Zeeland local telephone subscribers necessary for Ameritech Advertising Services to Publish Directories, including the listed and billed names, telephone numbers, listed, billed and service addresses, ZIP Codes, class of service, list type, and, in the case of business telephone subscribers, the principal classified Yellow Pages Directory heading or SIC code, for subscribers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name or other change which may affect the listing of the customer in a Directory. In the case of subscribers who have transferred service from another local exchange provider to Brooks without change of address, Listing Updates shall also include the subscriber's former listed telephone number and former local exchange carrier. Similarly, in the case of subscribers who have transferred service from Brooks to another local exchange provider, Listing Updates shall also include the subscriber's referral telephone number and new local exchange carrier, if available.
- 1.4 "Publish" or "Publication" shall mean selling advertising, compiling, composing and producing Directories, promoting use, handling claims, packaging, distribution,

transportation, determining product content, design, scoping, pricing and all other matters relating to the manufacture, marketing, sale and distribution of Directories.

- 1.5 "Primary Listing" shall mean the single directory listing provided to the Holland/Zeeland subscribers of Brooks by Ameritech Advertising Services under the terms of this agreement. Each PBX, Centrex, Exhibition Hall, and airport switching system, or any other telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single subscriber of Brooks, entitled to a single primary listing.
- 1.6 "Subscriber Listings" shall mean a list containing the names, the telephone numbers, addresses and ZIP Codes of Holland/Zeeland's subscribers to Brooks' basic local exchange services within a defined geographical area, except to the extent such subscribers have requested not to be listed in a Directory.
- 1.7 "White Pages Directories" shall mean Directories or the portion of co-bound Directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company subscribers.

## **ARTICLE II. PROVISION OF LISTINGS AND LISTING UPDATES**

Brooks will provide the following services to Ameritech Advertising Services on a non-exclusive basis:

- 2.1 *Listing Updates.* Within one business day of installation, disconnection or other change in service affecting the Directory listing of a subscriber, Brooks shall provide Listing Updates to Ameritech Advertising Services in such reasonable form and format as may be specified by Ameritech Advertising Services. Ameritech Advertising Services will provide an acknowledgment of receipt and input into the directory database of these Listing Updates to Brooks.
- 2.2 *Electronic Interface.* Brooks will promptly develop a mutually satisfactory, electronic process for the provision of Brooks Listing Updates to Ameritech Advertising Services in a file format specified by Ameritech Advertising Services.

## **ARTICLE III. DIRECTORY PUBLICATION AND LISTING SERVICES**

- 3.1 *White Pages Publication.* Ameritech Advertising Services shall include Brooks' Subscriber Listings in its White Pages Directories under the following terms and conditions:
  - 3.1.1 The Primary Listings of Brooks' Holland/Zeeland subscribers located within the geographic scope of Ameritech Advertising Services' directories will be published at no charge to Brooks or its subscribers.
  - 3.1.2 Listings of Brooks' subscribers will be interfiled with listings of subscribers of other telecommunications companies in White Pages Directories, including the local exchange operations of Ameritech or any of its subsidiaries or affiliates, serving the same geographic area.
  - 3.1.3 Brooks' Holland/Zeeland subscriber listings must be received by Ameritech Advertising Services prior to Ameritech's service order close date for the directory.

in which those listings are to appear. Ameritech Advertising Services will provide Brooks with appropriate service order close dates within thirty (30) days of this information becoming available.

- 3.2 *Other Directories.* Ameritech Advertising Services may, at no charge, include the listings of Brooks' subscribers in any other directories published by Ameritech Advertising Services and its affiliates.

#### ARTICLE IV. DIRECTORY ASSISTANCE DATABASE SERVICES

- 4.0 *Inclusion in Directory Assistance Database.* Upon request, Ameritech Advertising Services will facilitate the inclusion of Brooks' subscribers in the Ameritech local exchange carrier's directory assistance database by providing Brooks' Listing Updates to the Ameritech local exchange carrier for inclusion in its directory assistance database. The terms and conditions under which such information is included in the directory assistance database are set forth in a separate agreement between the Ameritech local exchange carrier and Brooks.

#### ARTICLE V. OTHER TERMS AND CONDITIONS

- 5.1 *Limitation of Liability.* In no event shall Ameritech Advertising Services or Brooks be liable for incidental or consequential damages of any kind.
- 5.2 *Mutual Indemnity.* Except as otherwise provided in this Agreement, each party (the "Indemnitor") shall defend and indemnify the other (the "Indemnitee") from any and all claims, demands, suits or damages (including reasonable attorney fees), whether based on contract or tort, arising out of or in connection with the performance of its obligations under this Agreement, unless caused by the negligence or willful acts of the Indemnitee.
- 5.2.1 It is understood that either party may have tariffs or contracts that limit its liability for any errors and omissions in the performance of the obligations under this Agreement, and to the extent the terms of such tariffs or contracts are enforceable, such terms shall be applicable
- 5.2.2 The parties shall provide to each other any assistance reasonably required to defend any claim, demand, suit or complaint involving Directories published under this Agreement.
- 5.3 *Subcontracting.* Ameritech Advertising Services shall have full power and authority to enter into contracts with third parties to perform the services to be provided by it under this Agreement. Upon notice from Ameritech Advertising Services, Brooks agrees to cooperate with such third parties to the extent reasonably requested by Ameritech Advertising Services. Nothing in this Paragraph shall relieve Ameritech Advertising Services of its obligations to Brooks under this Agreement, except as expressly agreed in writing by Brooks.
- 5.4 *Right to Audit.* Each of the parties may audit the records and operations systems of the other party as they pertain to the charges or functions to be performed pursuant to this Agreement.
- 5.5 *Other Businesses; No interest Created.* Except as otherwise specifically provided in this Agreement, nothing contained herein shall be deemed to limit or restrict either party in the conduct of its business, nor shall anything in this Agreement be deemed to create any

interest in favor of Brooks or Ameritech Advertising Services in the assets, revenues, earnings or otherwise in the business of the other.

5.6 *Use of Name, Marks.* Ameritech Advertising Services will use Brooks' name and/or trademarks in connection with publishing Directories under this Agreement. Use of Brooks' name and or trademarks shall be subject to Brooks' prior review and written approval which shall not be unreasonably withheld. Nothing in this Agreement shall preclude Ameritech Advertising Services from using the names or trademarks of other telecommunications providers in connection with publishing Directories or providing other products or services.

5.7 *Notices.* All notices or other communications under this Agreement shall be in writing and shall be deemed to have been given if mailed first class postage prepaid by United States mail, overnight express mail, personal delivery, telegram, telex or facsimile.

5.7.1 Notices to Brooks Fiber Communications of Michigan shall be given to:

Brooks Fiber Communications of Michigan  
2855 Oak Industrial Drive, N.E.  
Grand Rapids, MI 49506  
Attention: Martin Clift  
Facsimile: (616) 224-5110

5.7.2 Notices to Ameritech Advertising Services shall be given to:

Ameritech Advertising Services  
100 E. Big Beaver Road, Suite 700  
Troy, Michigan 48083  
Attention: Director - Competitive Telecommunications Services  
Facsimile: (810) 524-7227

or at such other address as either party may hereafter designate by written notice.

5.8 *Binding Effect.* This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns.

5.9 *Governing Law.* This Agreement shall be governed by and construed under and in accordance with the laws of the State of Michigan.

5.10 *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter. There are no other understandings, representations or warranties, oral or written, relating to the subject matter. This Agreement may not be amended except by a written instrument executed by both parties.

5.11 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, and the Agreement shall be enforced to the greatest extent permitted by law.

5.12 *Compliance with Legal and Regulatory Requirements.* Brooks shall provide Ameritech Advertising Services with information concerning any legal or regulatory requirements, if any, imposed upon Brooks that may affect the performance of Ameritech Advertising Services' obligations under this Agreement.

- 5.13 *Headings.* The headings in this Agreement are for convenience only and are not a part of this Agreement.
- 5.14 *Term and Termination.* This Agreement shall be effective on March 20, 1996, and shall apply to all Directories published on or after that date. This Agreement shall terminate March 19, 1997, unless earlier terminated or extended as provided in this Agreement.
- 5.14.1 The term of this Agreement shall be automatically renewed from year to year unless either party gives written notice of termination at least three (3) months in advance of the original or any renewal termination date.
- 5.14.2 This Agreement may be terminated by either party in the event the other party materially breaches its obligations under the Agreement, provided, however, that written notice of the breach is provided not less than ninety (90) days prior to termination and the other party fails to cure the breach within sixty (60) days of notice of breach.
- 5.15 *Confidentiality.* The existence or terms of this Agreement shall be kept confidential and shall not be disclosed to any third party without the prior consent of the parties, except as may be necessary to perform under or enforce this Agreement, or to comply with the terms of a subpoena or regulations or orders of a regulatory agency, or other legal process or order.
- 5.16 *Surviving Obligation.* Obligations of the parties which by their nature are continuing shall survive the expiration or termination of this Agreement.
- 5.17 *Force Majeure.* Neither party shall be held liable for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, inability to secure material or transportation facilities, act or omission of carriers or other similar event beyond its control. Upon occurrence of such an event under this Paragraph, the party whose performance is affected shall give immediate notice to the other party, which shall then have the option of suspending this Agreement for the duration of the event.
- 5.18 *No Third Party Rights.* The provisions of this Agreement are intended solely for the benefit of the parties to this Agreement, and no third-party beneficiary or other rights are created in favor of any other person or entity.
- 5.19 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original.

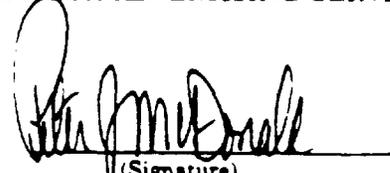
BROOKS FIBER COMMUNICATIONS  
OF MICHIGAN

By:   
(Signature)

Larry Vander Veen  
(Printed Name)

Its: Regional Vice President  
(Title)

AMERITECH ADVERTISING SERVICES

By:   
(Signature)

Peter J. McDonald  
(Printed Name)

Its: President  
(Title)

Exhibit C

**Dispute Resolution between Executives.**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within seven (7) business days after delivery of this notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of the arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

- (a) All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- (b) If the matter has not been resolved within forty-five (45) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may, but shall not be required to, initiate non-binding mediation of the controversy or claim under the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes or proceed with any other remedy available pursuant to law or equity
- (c) Continued Performance. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings and Customer shall continue to make payments to Ameritech in accordance with this Agreement.

**Case No. U-11178**

**OPERATOR TOLL AND ASSIST SERVICES AGREEMENT**

**Dated May 17, 1996**

**by and between**

**AMERITECH**

**and**

**BROOKS FIBER**

**OPERATOR TOLL AND ASSIST SERVICES AGREEMENT**

**THIS AGREEMENT**, is effective as of the 17th day of May, 1996, between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation, and as an agent for Ameritech Michigan ("Ameritech") and Brooks Fiber Communications of Michigan, Inc. ("Customer") doing business as Brooks Fiber Communications.

WHEREAS Ameritech wishes to provide and Customer wishes to acquire Ameritech's Operator services; and

WHEREAS both parties want to expand their business relationship;

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

**1. Scope of the Agreement**

1.1 This Agreement establishes the terms and conditions governing the provision to the Customer by Ameritech of manual and automated intraLATA Operator Toll and Assist Services.

**2. Scope of the Services**

2.1 Ameritech will provide manual and automated Operator Toll and Assist (OS) services to Customer. The OS services will include Local and intrastate intraLATA and interstate intraLATA services. Exhibit A defines those services and the charges applicable to each. Customer exchanges for which these services will be provided are listed in Appendix A attached to this Agreement. 2.2 Customer will provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for OS services. Additional Customer responsibilities for delivering traffic to Ameritech are set forth in Exhibit B.

**3. Responsibilities of the Parties**

3.1 Ameritech will provide and maintain the equipment at its OS offices necessary to perform the services under this Agreement, with the goal of assuring that the OS service meets current industry standards.

3.2 Ameritech will provide OS in accordance with its then current internal operating procedures and/or standards.

- 3.3 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the state regulatory commission having jurisdiction over the provision of such service. Customer has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent. Upon thirty (30) days written notice, Customer may perform on-site audits and review documents used to prepare bills. Ameritech will share upon request service results regarding speed of answer and average work time.
- 3.4 Customer is solely responsible for providing all equipment and facilities to deliver OS traffic to the meet point with Ameritech facilities. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities shall be provided by the respective companies, to the extent necessary.
- 3.5 Customer will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's operator offices. Customer will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference, whether from foreign wire lines or otherwise.
- 3.6 Customer will furnish to Ameritech all information necessary for provision of OS. This information includes, but is not limited to, emergency agency phone numbers, rate information (such as mileage bands, operator surcharge information), and originating screening information. Customer will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Customer will inform Ameritech of other changes in the records on a mutually agreed upon schedule.
- 3.7 For branding of Calling Card calls, Customer must provide a cassette tape of an announcement, no longer than 3 seconds, for installation on each OS switch serving Customer's customer. For custom branding of all OS calls (when available), Customer must provide two cassette tapes of an announcement, no longer than 3 seconds. One tape will be for installation on each OS switch serving Customer's customer. The second will be used to create an announcement on the platform providing custom branding.
- 3.8 Ameritech will supply Customer with call detail information so that Customer can rate and bill the call. This information excludes rating and invoicing of end users.