

EXHIBIT A

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving

Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

Exhibit D
Case No. U-11098

**CORRECTED PAGES FROM
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

Dated as of May 17, 1996

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan**

and

MFS INTELENET OF MICHIGAN, INC.

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 17th day of May, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and MFS Intelenet of Michigan, Inc., ("MFS") a Delaware corporation with offices at 1 Tower Lane, 27th Floor, Oakbrook Terrace, Illinois 60181.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

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

1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof which is prepared by the Parties to reflect any amended or additional term set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of May 17, 1996 by and between the Parties.

1.5 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.8 "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.9 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

1.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.11 "CCS" means one hundred (100) call seconds.

1.12 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the

9.2 Port Types

Ameritech shall make available to MFS unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable state tariffs.

9.3 Private Lines and Special Access

Ameritech shall make available to MFS private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

9.4 Limitations on Unbundled Access

9.4.1 MFS may not cross-connect an Ameritech-provided Loop to an Ameritech-provided Port but instead shall purchase a network access line under applicable tariffs.

9.4.2 Ameritech shall only be required to make available Loops and Ports where such Loops and Ports are available.

9.4.3 MFS shall access Ameritech's unbundled Network Elements via Collocation in accordance with Section 12.0 at the Ameritech Wire Center where those elements exist and each Loop or Port shall be delivered to MFS' Collocation by means of a Cross Connection which in the case of Loops, is included in the rates set forth in the Pricing Schedule.

9.4.4 Ameritech shall provide MFS access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if MFS requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to MFS. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of MFS' request notify MFS of the lack of available facilities. MFS may then at its discretion make a Network Element Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). MFS may also make a Network Element Bona Fide Request for access to unbundled Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 9.6 and the Performance Interval Dates and Performance Criteria set forth in Section 26.1 shall not apply to unbundled Loops provided under this Section 9.4.4.

9.4.5 If MFS orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Schedule.

Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.4 Where MFS is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, MFS may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such premises in which case MFS shall coordinate the construction and rearrangement with Ameritech of its equipment (IDLC and transmission) and circuits for which MFS shall pay Ameritech at applicable tariff rates. In addition, all applicable Physical Collocation recurring charges shall apply.

12.5 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

SECTION 251(b) PROVISIONS

13.0 NUMBER PORTABILITY – SECTION 251(b)(2).

13.1 Scope

13.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

13.1.2 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Telecommunications Number Portability ("INP") to each other through remote call forwarding, direct inward dialing and NXX migration.

13.1.3 Once Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Number Portability. Upon implementation of Number Portability pursuant to FCC regulation, both Parties agree to conform and provide such Number Portability.

13.2 Procedures for Providing INP Through Remote Call Forwarding

MFS and Ameritech will provide INP through Remote Call Forwarding as follows:

13.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s)

15.0 ACCESS TO RIGHTS-OF-WAY – SECTION 251(b)(4).

Each Party shall provide the other Party access to ~~the~~ poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

16.0 DATABASE ACCESS.

In accordance with Section 271 of the Act, Ameritech shall provide MFS with interfaces to access Ameritech's databases and associated signaling necessary for the routing and completion of MFS' traffic. Access to such databases, and the appropriate interfaces, shall be made available to MFS via a Network Element Bona Fide Request.

17.0 REFERRAL ANNOUNCEMENT.

When a Customer changes its service provider from Ameritech to MFS, or from MFS to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.0 OTHER SERVICES.

MFS and Ameritech provide other services to each other as required under the Act pursuant to the following Agreements:

- (a) Agreement by and between MFS Intelenet, Inc. and Ameritech for Enhanced 9-1-1 Service, dated March 13, 1996;
- (b) Directory Assistance Services Agreement dated March 13, 1996; and
- (c) Listing and Directory Services Agreement between Ameritech Advertising Services and MFS Intelenet, Inc., dated May 17, 1996.

GENERAL PROVISIONS

19.0 GENERAL RESPONSIBILITIES OF THE PARTIES.

19.1 Each of Ameritech and MFS shall use its best efforts to comply with the Implementation Schedule.

19.2 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. MFS, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any Ameritech End Office Switches.

19.3 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.3 shall be deemed "Proprietary Information" under Section 28.6.

19.4 Any Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or the Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section 19.3 that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.4 shall be deemed "Proprietary Information" under Section 28.6.

19.5 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.2 and 19.3 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.6 Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with other persons in the use of their

service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

19.7 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.8 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.9 Each Party is responsible for administering NXX codes assigned to it.

19.10 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.11 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.12 Each Party shall program and update its own Central Office Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

19.13 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

19.14 In addition to its indemnity obligations under Section 25.3, each Party shall provide, in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 25.4 below).

20.0 TERM AND TERMINATION.

20.1 The initial term of this Agreement shall be three (3) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 20.3.

20.2 Either Party may terminate this Agreement in the event that the other Party (i) fails to pay any amount when due hereunder (excluding Disputed Amounts pursuant to Section 28.11) and fails to cure such nonpayment within sixty (60) days after receipt of written notice thereof; or (ii) fails to perform any other material obligation required to be performed by it pursuant to this Agreement and fails to cure such material nonperformance within forty-five (45) days after written notice thereof.

20.3 If pursuant to Section 20.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 20.3 other than to pay to the other Party any amounts owed under this Agreement.

20.4 Upon termination or expiration of this Agreement in accordance with this Section 20.0:

(a) each Party shall comply immediately with its obligations set forth in Section 28.6.3;

(b) each Party shall continue to perform its obligations and provide the services as described herein until such time as a successor agreement between the Parties is entered into; provided, however, that the Parties shall renegotiate the rates, fees and charges contained herein; and

(c) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

20.5 Except as set forth in Section 26.5, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

21.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED

be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives 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 advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 28.6.2.

28.6.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 28.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

28.6.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

28.7 **Governing Law.** For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.

28.8 **Taxes.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said

28.13 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.14 Section 252(f) Obligations. If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including itself or its affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- (1) Interconnection - Section 251(c)(2) of the Act (Section 4.0 and 5.0 of this Agreement); or
- (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- (5) Collocation - Section 251(c)(6) of the Act (Section 12.0 of this Agreement); or
- (6) Number Portability - Section 251(b)(2) of the Act (Section 13.0 of this Agreement); or
- (7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 15.0 of this Agreement).

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

28.16 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this

Exhibit E
Case No. U-11098

LISTING AND DIRECTORY SERVICES AGREEMENT BETWEEN
AMERITECH ADVERTISING SERVICES AND
MFS INTELENET, INC.

Dated May 17, 1996

**LISTING AND DIRECTORY SERVICES AGREEMENT
BETWEEN
AMERITECH ADVERTISING SERVICES AND MFS INTELENET, INC.**

AGREEMENT made this 17th day of May, 1996 between Ameritech advertising services ("Publisher"), a Delaware corporation with principal offices at 100 East Big Beaver Road, Troy, Michigan 48083, and MFS Intelenet, Inc. ("MFS"), a Delaware corporation with principal offices at 999 Oakmont Plaza Drive, Suite 400, Westmont, Illinois 60559.

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

WHEREAS, Publisher is willing to provide certain services to MFS in connection with the Publication and distribution of Directories to Subscribers;

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 MFS and Publisher;
- 1.2 "Directories" shall mean compilations of Subscriber Listings, Listing Updates and other printed or electronic information products.
- 1.3 "Directory Assistance Database" shall mean Ameritech's collection of subscriber information by listing type, including name, address and telephone number.
- 1.4 "Listing Update(s)" shall include information with respect to Subscribers necessary for Publisher to Publish Directories under this Agreement, as

depicted in Exhibit A and in the form of Exhibit B or such other form and format as the parties may agree.

- 1.5 "Local Exchange Carrier" or "LEC" shall mean a certified local exchange carrier, including Ameritech.
- 1.6 "Local Exchange Service" shall mean local switched telephone service originated through MFS' telecommunication facilities.
- 1.7 "Person" shall mean any individual, association, partnership, corporation or other legally recognized entity.
- 1.8 "Primary Listing" shall mean the single directory listing provided to Subscribers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Subscriber entitled to a single primary listing.
- 1.9 "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.
- 1.10 "Resale Listing(s)" shall mean a list containing the names, the telephone numbers, addresses and zip codes of Resale Subscribers within the defined geographic area, except to the extent such Resale Subscribers have requested not to be listed in a Directory.
- 1.11 "Resale Local Exchange Service" shall mean local switched telephone service sold by MFS and provided through the telecommunication facilities of the Ameritech LEC.
- 1.12 "Resale Subscribers" shall mean any Person who contracts with MFS or its agents for Resale Local Exchange Service by MFS.

- 1.13 "Subscriber(s)" shall mean any Person who contracts with MFS or its agents for Local Exchange Service by MFS.
- 1.14 "Subscriber Listing(s)" shall mean a list containing the names, the telephone numbers, addresses and zip codes of Subscribers within a defined geographical area, except to the extent such Subscribers have requested not to be listed in a Directory.
- 1.15 "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 LISTING AND LISTING UPDATES

MFS will provide Subscriber Listings and Listing Updates to Publisher on a non-exclusive basis as follows:

- 2.1 *Subscriber Listings.* MFS shall provide its Subscriber Listings to Publisher substantially in form and format as depicted on Exhibits A and B.
- 2.2 *Listing Updates.* Within one business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance Database or the Directory listing of a Subscriber, MFS shall provide Listing Updates to Publisher in accordance with Exhibit B or another mutually acceptable format.
- 2.3 *Mechanized Interface.* The parties will cooperate to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of MFS Listing Updates to Publisher.
- 2.4 *Use Restrictions.* Publisher may sell or license the use of Subscriber Listings, Resale Listings or Listing Updates to third parties without the prior written consent of MFS; provided, however, that Publisher will not

- i. disclose non-listed or non-published name and address information to any third party, except as may be necessary to undertake Initial Delivery or Subsequent Delivery of Directories, or to perform other services contemplated under this Agreement;
 - ii. disclose to any third party the identity of a subscriber's or resale subscriber's LEC;
 - iii. sell or license such customer listing information sorted by carrier.
- 2.5 *Resale Listings.* MFS shall provide its Resale Listings for inclusion in White Pages Directories to the Ameritech LEC as part of MFS' purchase of Resale Local Exchange Service in a form and format as may be required by the Ameritech LEC.

**ARTICLE III
DIRECTORY PUBLICATION AND LISTING SERVICES**

- 3.1 *White Pages Publication.* Publisher shall include Subscriber Listings and Resale Listings in its White Pages Directories under the following terms and conditions:
- 3.1.1 Publisher shall Publish the Primary Listing of Subscribers and Resale Subscribers located within the geographic scope of Publisher's Directories at no charge to Subscribers or Resale Subscribers.
 - 3.1.2 Listings of Subscribers and Resale Subscribers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a Directory.
 - 3.1.3 Upon reasonable request, Publisher shall provide MFS with copies of such listings prior to Publication in such form and format as may be mutually agreed to by the parties. Both parties shall use their best efforts to ensure the accurate listing of such information.

3.1.4 Publisher must receive all Subscriber Listings and Resale Subscribers prior to the service order close date for the Directory in which those listings are to appear. Publisher will provide MFS with appropriate service order close dates within thirty (30) days of this information becoming available, or at least six (6) months prior to such service order close dates, whichever period shall be longer.

3.2 *Other Directories.* Publisher may include, at no charge, Subscriber Listings and Resale Listings in other Directories published by Publisher or its affiliate.

3.3 *Consideration.* Publisher shall include the Primary Listings of Subscribers and Resale Subscribers in its White Pages Directories at no charge.

ARTICLE IV

DIRECTORY ASSISTANCE DATABASE SERVICES

4.1 *Inclusion in Directory Assistance Database.* Publisher shall forward all Subscriber Listings and Listing Updates to Ameritech for inclusion in the Ameritech 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 Ameritech and MFS.

4.2 *Accuracy.* Both parties shall use their best efforts to ensure the accurate listing of such information in the Directory Assistance Database.

ARTICLE V

OTHER TERMS AND CONDITIONS

5.1 *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. In no event shall either party be

liable for any incidental, punitive, special, or consequential damages or lost profits incurred or alleged to have been incurred by anyone.

5.1.1 It is understood that either party may have tariffs or contracts that limit its liability for any errors or 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.

5.1.2 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.

5.2 *Subcontracting.* Publisher 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 Publisher, MFS agrees to cooperate with such third parties to the extent reasonably requested by Publisher. Nothing in this Paragraph shall relieve Publisher of its obligations to MFS under this Agreement, except as expressly agreed in writing by MFS.

5.3 *Other Business; 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 MFS or Publisher in the assets, revenues, earnings or otherwise in the business of the other.

5.4 *Use of Name, Marks.* Publisher may use MFS's name and trademark for the limited purpose of publishing Directories in accordance with the terms of this Agreement. Publisher shall notify MFS prior to any such Publication and MFS shall review and approve of the use of its name and trademark in accordance with Paragraph 5.18. Nothing in this Agreement shall obligate Publisher to use MFS's name or trademarks on its Directories, nor shall anything in this Agreement preclude Publisher from using the names or trademarks of any other telecommunications providers in connection with publishing Directories or providing other products or services.

5.5 **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.

5.5.1 Notices to MFS shall be given to:

MFS Intelenet, Inc.
999 Oakmont Plaza Drive, Suite 400
Westmont, Illinois 60559
Attn: Director Regulatory Affairs - Central Region
Fax No: (708) 203-2525

5.5.2 Notices to Publisher shall be given to:

Ameritech advertising services
100 E. Big Beaver Road, Suite 1300
Troy, Michigan 48083
Attention: Director - Competitive Telecommunications Services
Fax No: (810) 524-7227

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

- 5.6 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns.
- 5.7 **Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the state where the services giving rise to the dispute have been performed.
- 5.8 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter hereof, including those portions of the Interim Agreement for Operator Services, dated June 7, 1995, between Illinois Bell Telephone Company and MFS Intelenet of Illinois, Inc. with respect to white and yellow page listings. 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.

- 5.9 **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.
- 5.10 **Compliance with Legal and Regulatory Requirements.** In providing services under this Agreement, the parties shall comply with all legal and regulatory requirements relating to the production, Publication, promotion and distribution of Directories and the provision of listings, the Information Pages or other Subscriber information, including, without limitation, any rules, regulations or orders of the Federal Communications Commission, the United States District Court for the District of Columbia and any other local, state or federal regulatory authority with jurisdiction hereof. Each party shall notify the other of any legal or regulatory requirements imposed on such party that may affect the performance of this Agreement.
- 5.11 **Headings.** The headings in this Agreement are for convenience only and are not a part of this Agreement.
- 5.12 **Term and Termination.** This Agreement shall be effective on the execution date hereof and shall apply to all Directories published with a service order close date on or after that date. This Agreement shall terminate five (5) years after such execution date unless earlier terminated or extended as provided in this Agreement.
- 5.12.1 This Agreement shall be automatically renewed from year to year unless either party gives written notice of termination at least six (6) months in advance of the original or any renewal termination date.
- 5.12.2 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

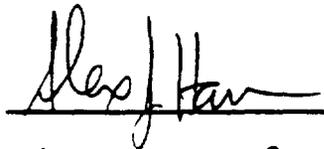
that ninety (90) days prior to termination and the other party fails to cure the breach within sixty (60) days of notice of breach.

- 5.13 *Confidentiality.* The terms of this Agreement shall be kept confidential and shall not be disclosed to any third party, including Ameritech's local exchange operations, without the prior written 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 other legal process or order. If either party provides confidential information, the receiving party shall protect the confidential information from disclosure to third parties, including Ameritech's local exchange operations, with the same degree of care afforded its own confidential and proprietary information, except that neither party shall be required to hold confidential any information which becomes publicly available other than by breach of this Agreement, which is required to be disclosed by a governmental or judicial order, which is required to be disclosed by statute, which is independently developed by the receiving party or which becomes available to the receiving party without restriction from a third party. All Subscriber Listings and Listing Updates shall be deemed confidential information for purposes of this Agreement. These obligations shall survive expiration or termination of this Agreement.
- 5.14 *Surviving Obligations.* Obligations of the parties which by their nature are continuing shall survive the expiration or termination of this Agreement.
- 5.15 *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.

- 5.16 *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.
- 5.17 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original.
- 5.18 *Verification.* Prior to any Publication, Publisher shall deliver to MFS pages of such Directory reflecting and describing Publisher's proposed use of MFS' name and trademark. All such Directory pages shall be subject to MFS' review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Publisher acknowledges and agrees that it shall not be unreasonable for MFS to withhold its approval where Publisher's use of such information would violate the terms of this Agreement. If MFS shall fail to approve or disapprove of such Directory pages within five (5) days after delivery to MFS, such pages shall be deemed approved by MFS.
- 5.19 *Assignment.* Neither party may assign or otherwise transfer this Agreement or the rights herein granted without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, each party shall not be required to obtain the consent of the other for an assignment or transfer to any affiliate, any purchaser of all or substantially all of the assets, or any Person with which or into which such party may merge or consolidate.
- 5.20 *Right of Audit.* Each of the parties may audit the records and operations systems of the other party as they pertain to the obligations to be performed pursuant to this Agreement.
- 5.21 Nothing in this Agreement shall restrict Publisher's authority as publisher of the Directories from altering the geographic scope, directory life, headings, content or format of the Directories.

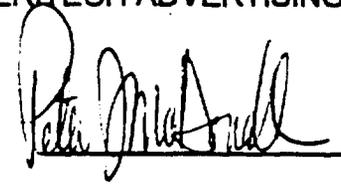
IN WITNESS WHEREOF, and intending to be legally bound hereby, MFS and Ameritech advertising services have caused this Agreement to be duly executed on the date set forth below.

MFS INTELENET, INC.

By: 

Its: Vice President Regulatory Affairs

AMERITECH ADVERTISING SERVICES

By: 

Its: President