6.2 The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnifying party will not be liable under this Section for settlement by the indemnified party of any claim, lawsuit or demand if the indemnifying party has not approved the settlement in advance unless the indemnifying party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed wrongfully to assume such defense.

6.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and hold harmless the other party, its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.

6.4 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, neither party shall be liable to the other for any loss, nor for defects or equipment failures, caused by conduct of the other party, the other party's agents, servants, contractors or others acting in aid or in concert with the other party.

6.5 In the case of any loss, cost, claim, injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 8 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.

6.6 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

6.7 Neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue

or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.

6.8 Ameritech is not liable for the accuracy and content of CNA data Exchange Carrier delivers to Ameritech. Rather, Exchange Carrier is responsible for the accuracy and content of such data and Ameritech is the custodian of such data and is responsible for maintaining the accuracy and content of that data as delivered.

6.9 Notwithstanding Ameritech's agreement to indemnify contained herein, under no circumstances shall Ameritech incur any liability, direct or indirect, to any Person who dials or attempts to dial, the digits "9-1-1" or to any other Person on whose behalf a 9-1-1 call is made.

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

7.0 Record Retention

Except as otherwise required by law or agreed to in writing, each Party shall maintain all books, records, contracts, instruments, data and other documents, including all accounting records, and any other information that may be stored on any computer medium (collectively, the "Records"), relating to the performance of its obligations under this Agreement for a period which shall be the greater of: (I) twelve (12) months, (except for mechanized records which shall be kept for two (2) months) or (ii) each party's existing corporate records retention policy, if any, or (iii) the period required by applicable federal, state or local laws. Each Party may review the other Party's records, at the reviewing Party's sole expense, upon thirty (30) days' prior written notice to such Party. Such review will be conducted during the non-reviewing Party's

normal business hours and, while on such Party's premises, the reviewing Party and/or its agent shall abide by the non-reviewing Party's established security regulations and such other reasonable conditions as the non-reviewing Party may deem appropriate.

8.0 Dispute Resolution between Executives.

Other than those matters involving injunctive relief as a remedy, 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 federal and state rules of evidence and shall not be admissible for any

purpose, in any form or in substance, in any subsequent litigation or alternate dispute resolution should the negotiations pursuant to this Section not resolve any dispute.

(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 permitted under law or equity.

(c) Continued Performance. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings and Exchange Carrier shall continue to make payments to Ameritech in accordance with this Agreement.

9.0 Miscellaneous

9.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

9.2 Independent Contractor. Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the parties. Each party and each parties' contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.

9.3 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes,

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

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	AMERITECH
By: Martin W. Clift, Jr.	By:
Title: Director Regulatory Affairs	Title: V.P. Marketing Sales
Date: April 29, 1996	Date: 5-1-96

APPROVED AS TO FORM M. LEE GRAY 4-30-96

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 1st day of September, 1995 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 ("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 Grand Rapids, 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 Grand Rapids, 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' Grand Rapids 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 Grand Rapids 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 Grand Rapids' 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' Grand Rapids 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' Grand Rapids 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 September 1, 1995 and shall apply to all Directories published on or after that date. This Agreement shall terminate August 31, 1996, 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 of 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 VanderVeen
(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)

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 of 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	AMERITECH ADVERTISING SERVICES
By: Larry VanderVeen (Signature)	By: Peter J. McDonald (Signature)
LARRY VANDER VEEN (Printed Name)	Peter J. McDonald (Printed Name)
Its: Regional Vice President (Title)	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.