

1 Q What else would that consist of?

2 A It would include any primary business  
3 classification.

4 Q Okay. So included within the daily  
5 information that BAPCO gets as the new connect, do you  
6 know if BAPCO requires that information on a daily  
7 basis to publish directories?

8 A I don't know.

9 COMMISSIONER GARCIA: Could you give me an  
10 idea of what they use it for?

11 WITNESS JUNEAU: I'm sorry.

12 COMMISSIONER GARCIA: Do you have an idea of  
13 what they use it for?

14 WITNESS JUNEAU: I expect that what BAPCO  
15 does with it is not to publish directories, but to  
16 sell advertising and to distributed directories to new  
17 connects to any changes.

18 COMMISSIONER CLARK: Mr. Juneau, would you  
19 have a problem with independent publishers having that  
20 same opportunity?

21 WITNESS JUNEAU: No.

22 Q (By Mr. Horton) Isn't that what they've  
23 asked for?

24 A That is not our understanding. We've had a  
25 little bit of a difficult time understanding what the

1 address, phone numbers and primary business  
2 classifications; but I'm not sure we have a request in  
3 a form that we can work with that. If that is -- what  
4 we provide in the central office base list is  
5 precisely what is defined in Subscriber List  
6 Information.

7 Q Subscriber list information is what's  
8 provided to BAPCO, correct?

9 A BAPCO is provided every bit of service  
10 record, service order activity, and BAPCO has to  
11 decipher that information to pull this information  
12 right here to be useful in their directories. We  
13 don't furnish BAPCO a precise list of just that  
14 selected information.

15 Q You provide BAPCO with a daily list of  
16 service activities, service orders, correct?

17 A That's correct; all service order activity.

18 Q All service order activity. And that has  
19 the name of the subscriber and carrier, right?

20 A It has the name of the subscriber.

21 Q And you already agreed with me earlier, the  
22 telephone numbers, the address, the primary  
23 advertising classification, correct?

24 A That's correct.

25 Q And that's what subscriber list information

1

2 Q. PAGE 3, LINE 21 OF MR. SCREVEN'S TESTIMONY STATES THAT  
3 BAPCO IS PROVIDED LISTING INFORMATION MUCH MORE  
4 FREQUENTLY THAN IT IS PROVIDED TO INDEPENDENT  
5 PUBLISHERS. WHY DOESN'T BELLSOUTH PROVIDE LISTING  
6 INFORMATION TO THE INDEPENDENT PUBLISHERS WITH THE  
7 SAME FREQUENCY IT PROVIDES INFORMATION TO BAPCO?

8

9 A. BellSouth does not currently offer service to the independent publishers  
10 with the same frequency as is provided to BAPCO because the  
11 independent publishers have conveyed they will not purchase it.  
12 BellSouth provided feasibility studies to the publishers for furnishing  
13 daily listing information and has estimated costs and prices associated  
14 with providing service this way.

15

16 As stated in my direct testimony, the terms and conditions of the DPDS  
17 tariff now in effect in Florida are a result of agreements made pursuant  
18 to regional negotiations with the Company's DPDS customers --  
19 negotiations which included active involvement by Mr. Screven and  
20 other independent directory publishers doing business in Florida. The  
21 service we provide meets the needs of our customers.

22

23 Q. PAGE 4, LINES 15 THROUGH 19 OF MR. SCREVEN'S TESTIMONY  
24 CONTAINS A LIST OF ITEMS HE WANTS THE COMMISSION TO

25

1 Q Okay. So what are you offering me that  
2 wasn't already available through your monthly refresh?  
3 As far as information is concerned?

4 A As far as information is concerned?

5 Q Yes, sir?

6 A The same information would be available  
7 either way.

8 COMMISSIONER CLARK: Mr. Juneau, let me ask  
9 a question. As I understand what you're saying, a  
10 refresh is basically a -- new listings; everything is  
11 in one document. How do you tell what is new and what  
12 has changed or a difference, a change in the type of  
13 service they request? How do you tell that from the  
14 refresh service?

15 WITNESS JUNEAU: Commissioner, the way that  
16 would be done is the publisher would have to compare  
17 the listing from the prior month to the new listing  
18 that he's just received.

19 COMMISSIONER CLARK: So, if there were a  
20 thousand listings he has to look at each listing and  
21 determine what, if any, change has taken place.

22 WITNESS JUNEAU: That's correct.

23 COMMISSIONER CLARK: In the options that you  
24 offer the directory publishers, did you offer that  
25 kind of option that was just simply the new

1 alternatives that our DPDS customers have inquired about and has  
2 proposed development of those alternatives. The service developed  
3 directly addresses customers' wants and needs.

4

5 Q. ON PAGE 9, LINES 3 THROUGH 19 OF HIS TESTIMONY, MR.  
6 SCREVEN INDICATES THAT CUSTOMER ADDRESS INFORMATION  
7 ASSOCIATED WITH UNPUBLISHED NUMBERS SHOULD BE  
8 PROVIDED WITH THE WEEKLY BUSINESS ACTIVITY REPORT  
9 (WBAR). IS THIS APPROPRIATE?

10

11 A. No. Providing this information via DPDS is not appropriate because it  
12 would compromise the service BellSouth provides to customers in  
13 Florida who pay monthly rates to have their listing information omitted  
14 from directories.

15

16 Q. ARE THERE ANY OTHER COMMENTS YOU WISH TO MAKE  
17 REGARDING MR. SCREVEN'S TESTIMONY?

18

19 A. Yes. On page 11, lines 4 through 7, Mr. Screven recommends that the  
20 billing address for newly connected residential customers be provided  
21 with an update service. It is unclear why the directory publishers need  
22 a residential customer's billing address, if different from the customer's  
23 residence. We do not feel it is appropriate that this information be  
24 provided with DPDS service because it is not needed to publish or

25

**© BELLSOUTH**  
**Yellow Pages**

*The Real  
Yellow Pages*

## **Thank You!**

---

We appreciate your advertising in the BellSouth Yellow Pages. The success of our loyal customers is very important to us.

You may have heard news that yet "another" yellow pages company is attempting to publish a second directory for your area. Please review these items carefully when approached by any yellow pages salesperson:

- is there a year-long distribution guarantee?, how will they reach new residences, new businesses, pay phones, and hotel phones?
- will you get a refund of your upfront money if the company goes under or if the company does not produce or deliver the directory as promised?
- does the consumer need two different yellow pages directories for the same community?
- do yellow pages advertisers need to pay twice for the same coverage and usage they currently enjoy?
- don't be deceived. just because it contains the walking finders logo doesn't mean it is The Real Yellow Pages.

If you have unanswered questions or concerns about this matter, please call us anytime, 800/329-4408.

Thank you,

**BellSouth Yellow Pages**

RH: ADV-TY.DOC

**© BELLSOUTH**  
**Yellow Pages**

*The Real  
Yellow Pages*  


## Advertiser Survey

1. Will you financially support a second yellow pages directory by investing upfront money for its publication?

yes

no

2. Do you feel that two different directories will increase your yellow pages cost?

yes

no

3. Will the number of references to the yellow pages increase if there are two different directories?

yes

no

Are you satisfied with your current BellSouth telephone directory?

yes

no

**Name:**

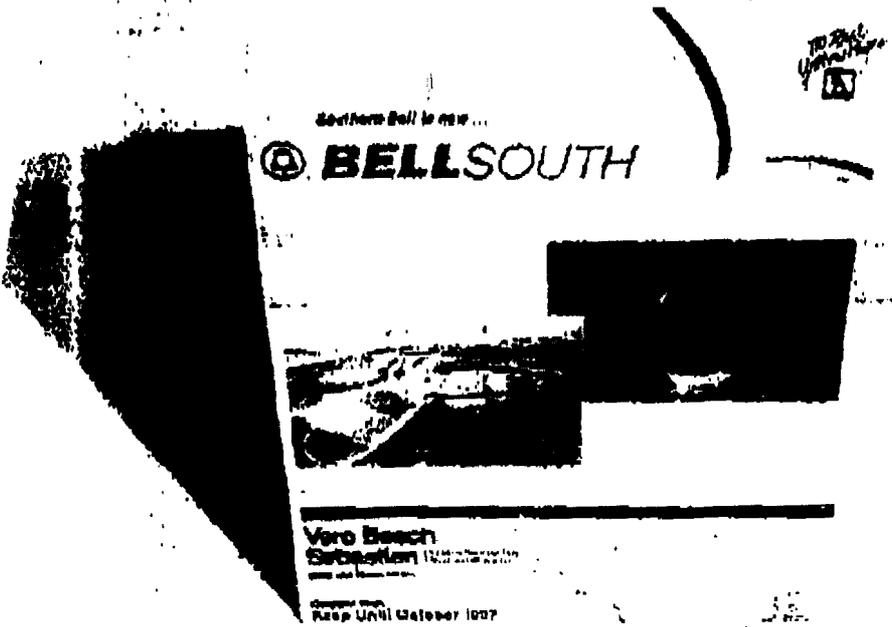
**Company:**

**Comments:**

File: ADVSURV.DOC



*Other directory companies  
may come and go...*



**BELLSOUTH<sup>®</sup>**  
**Yellow Pages**  
**is here to stay.**

# Do You Want To INCREASE Your Yellow Pages Cost Without Increasing Your Calls?

## HERE'S HOW ADVERTISERS JUST LIKE YOU HAVE:

CITY	1/4 PAGE © BELLSOUTH	1/4 PAGE OTHER BOOKS	TOTAL COST 1/4 PAGE
1. Orlando	\$752.00	\$709.00	\$1461.00
2. Pensacola	\$601.00	\$388.00	\$989.00
3. Gainesville	\$415.00	\$270.00	\$685.00
4. Daytona	\$445.00	\$308.00	\$754.00
5. Vero	\$312.00	\$0	\$312.00
6. Ft. Pierce	\$348.00	\$0	\$348.00
7. Stuart	\$270.00	\$0	\$270.00

By Refusing To Support Other Directories,  
Advertisers In VERO, FT. PIERCE & STUART  
Have Successfully Kept Their Advertising Cost Down.



© BELLSOUTH The One You Can Trust.

*The Best  
Yellow Pages*





3445 N. Causeway Blvd.  
4th Floor  
Metairie, LA 70002  
Telephone: 504 832-9835  
FAX: 504 832-9931

February 4, 1997

Millington Telephone Company  
Attn: Mrs. Vivian Dobbins  
Via Fax # (901) 873-0022

Dear Mrs. Dobbins:

I am writing this request as per our telephone conversation of last week. I advised you that we were interested in purchasing your Millington, TN white page residential and business listings for insertion into our directory.

If you recall, your response to me was that you do not sell your listings to "just anybody". I am faxing to you along with this letter a Telecommunications Bill - Subscriber List Provision Sec. 222(e) which legally states that subscriber list information shall be made available by telecommunications carriers that provide telephone exchange service on a timely and unbundled basis to any person upon request for the purpose of publishing directories in any format. It also states that it should be provided at a reasonable and nondiscriminatory rate.

Please send to me in writing and via fax (504) 832-9925 how much Millington Telephone Company will charge per listing for white page residential and business listings by Thursday, February 6, 1997. I will also need for you to provide a license agreement for our review.

We would also like included in these listings the city and zip code. Please advise if this information can be included.

Sincerely,

A handwritten signature in dark ink, appearing to read "Marlene M. Patin", is written over a horizontal line.

Marlene M. Patin  
Vice President Production

## Telecommunications Bill -- Subscriber List Provision

### Sec. 222(e)

"(e) SUBSCRIBER LIST INFORMATION - Notwithstanding subsections (b), (c), and (d), a telecommunications carrier that provides telephone exchange service shall provide subscriber list information gathered in its capacity as a provider of such service on a timely and unbundled basis, under nondiscriminatory and reasonable rates, terms, and conditions, to any person upon request for the purpose of publishing directories in any format.

"(f) DEFINITIONS - As used in this section:

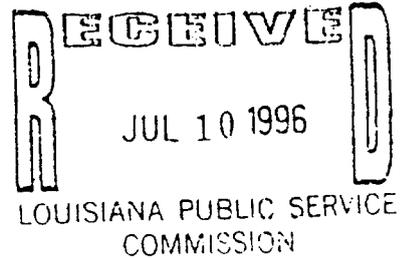
"(3) SUBSCRIBER LIST INFORMATION - The term 'subscriber list information' means any information -

"(A) identifying the listed names of subscribers of a carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses, or classifications; and

"(B) that the carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format".

### Joint Explanatory Statement of the Committee of Conference

Section 222(e) stipulates that subscriber list information shall be made available by telecommunications carriers that provide telephone exchange service on a timely and unbundled basis to any person upon request for the purpose of publishing directories in any format. The subscriber list information provision guarantees independent publishers access to subscriber list information at reasonable and nondiscriminatory rates, terms and conditions from any provider of local telephone service.



## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and Hart Communications Corporation, ("Hart"), a Delaware corporation and its affiliates formed to provide local exchange service in states within BellSouth's region and shall be deemed effective as of June 1, 1996. This agreement may refer to either BellSouth or Hart or both as a "party" or "parties."

## WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Hart or its subsidiaries are alternative local exchange telecommunications companies ("ALEC") authorized or intending upon being authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic in Alabama specifically for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996; and

WHEREAS, Hart may request interconnection in other states where BellSouth has facilities, offers unbundled elements, offers services for resale and both parties may wish to exchange traffic;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Hart agree as follows:

### I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**XI. Directory Listings (47 U.S.C. §271(c)(2)(B)(viii))**

A. The parties intend for the provision of white pages directory listings to Hart pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. Subject to execution of an Agreement between Hart and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation. ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Hart's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Hart's subscribers.

C. BellSouth will include Hart subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Hart to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

D. BellSouth will provide Hart a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Hart will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

E. BellSouth and BAPCO will accord Hart's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Hart's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

F. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

**XII. Access to Telephone Numbers (47 U.S.C. §271(c)(2)(B)(ix))**

A. The parties intend for the provision of access to telephone numbers for Hart pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Hart has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number

Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. Hart agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

C. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

**XIII. Access to Signaling and Signaling Databases (47 U.S.C. §271(c)(2)(B)(x))**

A. The parties intend for the provision of access to signaling and signaling databases for Hart pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth will offer to Hart use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

C. BellSouth agrees to input the NXXs assigned to Hart into the Local Exchange Routing Guide ("LERG")

D. BellSouth will enter Hart line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable Hart's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

E. If Hart utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

**XIV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), §251(d)(3) & §271(c)(2)(B)(xiv))**

A. The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale to comply with the requirements of sections 251, 252, and 271 of the Act.

B. The rates pursuant by which Hart is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and

## EXHIBIT \_\_\_\_\_

## ALPHABETICAL DIRECTORY SIDE AGREEMENT

- I. CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BST, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format reasonably acceptable to BAPCO. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers.
- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
- III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
- IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or

omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V. BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
- VI. This Side Agreement shall be subject to the term and cancellation provisions of the agreement to which it is appended ("the Agreement"), except that BAPCO shall have the right to terminate this Side Agreement upon sixty days prior written notice given at any time following the initial term of the Agreement.
- VII. A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

BAPCO:

BY: David W. Scoobe Jr.  
 NAME: David W. Scoobe Jr.  
 TITLE: Executive Vice President  
 DATE: 5/31/96

CARRIER:

BY: HART COMMUNICATIONS  
 NAME: Robert Hart  
 TITLE: COE/CIO  
 DATE: 5-31-96

omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V. BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
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- VII. A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

BAPCO:

CARRIER:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRAFT 5/20/96

## AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("CARRIER") agree as follows:

1. RECITALS. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for BAPCO's use in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising-out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than

the cost of service for any errors or omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike,

riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. REPRESENTATIVES AND NOTICES.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface  
BellSouth Advertising & Publishing Corporation  
Room 270  
59 Executive Park South  
Atlanta, GA 30329

With Copy to:

Associate General Counsel  
BellSouth Advertising & Publishing Corporation  
Room 430  
59 Executive Park South  
Atlanta, GA 30329

If to CARRIER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or

written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &  
PUBLISHING CORPORATION

CARRIER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

05/31/96 16:59 BST LEGAL + 404 982 7298  
05/31/96 14:44 EXECUTIVE OFFICE + 404 658 9022  
024 929 8971  
MAY 31 '96 14:22 FROM IMMEDIATE CONTROL

NO. 444 P005/005  
NO. 147 P007/010  
PAGE. 005-012  
TO 912259652285

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING & PUBLISHING CORPORATION

By: [Signature]  
Title: Executive Vice President  
Date: 5/31/96

CARRIER: HART COMMUNICATIONS

By: [Signature]  
Title: COB/CEO  
Date: 5-31-96

Original Agreement and Counterparts

U-22126

RECEIVED  
AUG 20 1996

 **BELLSOUTH**

LOUISIANA PUBLIC SERVICE

BellSouth Telecommunications, Inc.  
Suite 100  
365 Poydras Street  
New Orleans, Louisiana 70130-1102

504 528-7900 COMMISSION

D. R. Hamby  
Regulatory Vice President

August 13, 1996

Mr. Lawrence C. St. Blanc  
Secretary  
Louisiana Public Service  
Commission  
P. O. Box 91154  
Baton Rouge, LA 70821

ROUTE TO		ROUTE FROM
DEPT. <u>GTK</u>	DATE <u>8/19</u>	DEPT. <u>Reg</u>
DEPT. _____	DATE _____	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and American Communications Service, Inc. ("ACSI") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mr. St. Blanc:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and ACSI are submitting to the Louisiana Public Service Commission their negotiated agreement for the interconnection of their networks and the unbundling of specific network elements offered by BellSouth. The agreement was negotiated with a desire to enter into an agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect, including sections 251 and 252 of the Telecommunications Act of 1996. The parties were not able to reach agreement on the price of a number of the unbundled elements offered by BellSouth and thus it will be necessary for the parties to arbitrate those issues.

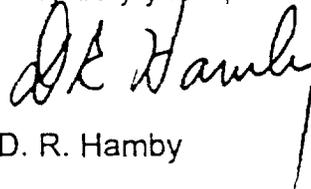
Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and ACSI within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that to the best of their knowledge, neither of these

Mr. Lawrence C. St. Blanc  
August 16, 1996  
Page 2

reasons exist as to the agreement they have negotiated. The parties respectfully request that the Commission approve their agreement.

Thank you for your consideration.

Very truly yours,

A handwritten signature in cursive script, appearing to read "D. R. Hamby". The signature is written in black ink and is positioned above the printed name.

D. R. Hamby