

both parties will continue during the pendency of any such judicial or regulatory proceeding.

FORCE MAJEURE

19. Neither party will have any liability for damages due to any cause beyond such party's reasonable control, including but not limited to fire, explosion, lightning, pest damage, power surges, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil authorities or the public enemy, inability to secure materials, transportation failures, or acts or omissions of communications carriers other than CBT.

ASSIGNMENT

20. CBT may not assign its rights or delegate its duties under this Agreement without the prior written consent of RHD, which consent shall not be unreasonably withheld.

NOTICES

21. All notices, demands, requests, consents, approvals, or other communications required or permitted hereunder must be in writing and will be presumed to have been received by a party hereto and to be effective if delivered personally to such party or if sent by facsimile or other electronic means (followed by written confirmation), or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as either party may give to the other in writing for such purpose. All notices will be effective upon receipt.

If to CBT: Cincinnati Bell Telephone Company

Eighth Floor
209 West Seventh Street
Cincinnati, OH 45202
Attention: Vice President -- Operator
and Directory Services

If to RHD: The Reuben H. Donnelley Corporation
One Manhattanville Road
Purchase, NY 10577
Attention: General Counsel

NO WAIVER

22. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, will not constitute a consent to, or waiver of, or excuse for any other different or subsequent breach.

GENERAL REPRESENTATIONS AND WARRANTIES

23. Each of RHD and CBT represents, warrants, and covenants to the other:

(a) that it is a corporation validly existing and in good standing under the laws of its state of incorporation; (b) that it has been duly and validly authorized to execute, deliver, and perform this Agreement by all required corporate actions and proceedings; (c) that this Agreement has been duly and validly executed on behalf of such party; (d) that such party has full right, power and authority, corporate and otherwise, to execute and deliver this Agreement and perform all of its obligations hereunder; (e) that the execution, delivery, and performance of this Agreement by such party does not violate or infringe upon the rights of any third party, or violate or conflict with any term or provision of any contract or agreement of any kind, written or oral, to which such party is a party or is otherwise

bound, or violate the provisions of any statute, rule, regulation, order, judgment, consent, waiver, or decree to which such party is subject or otherwise affected; (f) that this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (g) that such party has at no time received notice, and is not otherwise aware of any claims or rights of third parties which could be validly asserted to prevent the performance of this Agreement.

PARTIAL INVALIDITY

24. Except where matters covered by Paragraph 15, above, are involved, if any term or provision of this Agreement operates or would operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement will remain in full force and effect.

ENTIRE AGREEMENT

25. This Agreement, together with the exhibits hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or

modified only in a writing signed by RHD and CBT.

Signed by the parties at their respective places of business as of the Effective

Date.

THE REUBEN H. DONNELLEY CORPORATION

By: _____

Its _____

CINCINNATI BELL TELEPHONE COMPANY

By: _____

Its _____

FILE DESCRIPTION	PURPOSE	VALUE
SO SEQUENCE NUMBER	SERVICE ORDER NUMBER	13 ALPHANUMERIC
SERVICE ORDER TYPE	SERVICE ORDER TYPE - i.e., 'D' = DISCONNECT	1 ALPHANUMERIC
RECEIVE DATE	SERVICE ORDER RECEIVE DATE	8 NUMERIC (YYYYMMDD)
ATN	MAIN TELEPHONE NUMBER INCLUDING AREA CODE	XXX-XXX-XXXX
OLD ATN	OLD MAIN TELEPHONE NUMBER	XXX-XXX-XXXX
ALI CODE	ADDITIONAL LISTING IDENTIFIER	3 ALPHANUMERIC
LNI	LISTING TYPE - i.e., 'LN' = REGULAR MAIN	4 ALPHANUMERIC
STY	STRAIGHT OR CAPTION LISTING	1 ALPHANUMERIC
OLD STY	OLD STRAIGHT OR CAPTION LISTING	1 ALPHANUMERIC
EFFECTIVE DATE	DATE LISTING BECOMES EFFECTIVE	8 NUMERIC (YYYYMMDD)
TN	TELEPHONE NUMBER THAT PRINTS IN DIRECTORY	XXX-XXX-XXXX
TN TYPE	LISTED TELEPHONE NUMBER TYPE - i.e., 'M' = MOBILE	1 ALPHANUMERIC
OLD TN	OLD TELEPHONE NUMBER	XXX-XXX-XXXX
OLD TN TYPE	OLD LISTED TELEPHONE NUMBER TYPE	1 ALPHANUMERIC
TN PHRASE	TEXT INFORMATION THAT PRINTS W/STANDARD TN	FREE FORM TEXT - 50 ALPHANUMERIC
HEADING TEXT	HEADING IN WHICH THE FREE LISTING IS TO APPEAR	132 ALPHANUMERIC
PUBLISH IND	PUBLISH OR NON PUBLISH LISTING	1 ALPHANUMERIC
OLD PUBLISH IND	OLD PUBLISH OR NON PUBLISH LISTING	1 ALPHANUMERIC
CLASS OF SERVICE	CLASS OF SERVICE	5 ALPHANUMERIC
OLD CLASS OF SERVICE	OLD CLASS OF SERVICE	5 ALPHANUMERIC
OAD INDICATOR	IDENTIFIES IF ADDRESS SHOULD NOT PRINT	1 NUMERIC
HOUSE NO IN LA	HOUSE NUMBER IN LISTED ADDRESS	20 ALPHANUMERIC
STREET NAME IN LA	STREET NAME IN LISTED ADDRESS	50 ALPHANUMERIC
DIRECTIONAL IN LA	DIRECTIONAL IN LISTED ADDRESS	10 ALPHANUMERIC
LOCALITY IN LA	COMMUNITY NAME IN LISTED ADDRESS	45 ALPHANUMERIC
STATE IN LA	STATE ABBREVIATION	2 ALPHANUMERIC
ZIP CODE IN LA	ZIP CODE IN LISTED ADDRESS	9 NUMERIC
OLD LA	HAS SAME STRUCTURE OF LA	
SA	LISTING SERVICE ADDRESS-SAME STRUCTURE AS LA	
SPL LINE	SPECIAL LISTING TEXT	FREE FORM TEXT - 60 ALPHANUMERIC
SPL TYPE IND	SPECIAL LISTING TYPE - i.e., 'X' = CROSS REFERENCE	1 ALPHANUMERIC
FINDING NAME IN LN	NAME THAT WILL PRINT IN THE DIRECTORY	132 ALPHANUMERIC
PLA IN LN	LISTING POSITION	132 ALPHANUMERIC
FINDING NAME IN OLD LN	OLD NAME	132 ALPHANUMERIC
ADV IND	ADVANCE LISTING	1 ALPHANUMERIC
DISCONNECT REASON	DISCONNECT REASON (NEEDED FOR CLEC'S)	3 ALPHANUMERIC
INDENT COUNT IN OLD INDENT INFO	OLD CAPTION INFORMATION	2 NUMERIC
INDENT LEVEL IN OLD INDENT INFO	OLD CAPTION INFORMATION	1 NUMERIC
INDENT TEXT IN OLD INDENT INFO	OLD CAPTION INFORMATION	100 ALPHANUMERIC
PRE FOL IND IN OLD INDENT INFO	OLD CAPTION INFORMATION	1 ALPHANUMERIC
INDENT COUNT IN INDENT INFO	CAPTION INFORMATION	2 NUMERIC
INDENT LEVEL IN INDENT INFO	CAPTION INFORMATION	1 NUMERIC
INDENT TEXT IN INDENT INFO	CAPTION INFORMATION	100 ALPHANUMERIC
PRE FOL IND IN INDENT INFO	CAPTION INFORMATION	1 ALPHANUMERIC
REFERRAL TN	REFERRAL TELEPHONE NUMBER	XXX-XXX-XXXX
BILL NAME IN BILL INFO	LISTING BILLING NAME	132 ALPHANUMERIC
BILL ADDRESS IN BILL INFO	LISTING BILLING ADDRESS-SAME STRUCTURE AS LA	
BILL TN IN BILL INFO	LISTING BILLING TELEPHONE NUMBER	XXX-XXX-XXXX
REMARK DATA	SERVICE ORDER REMARK DATA	350 ALPHANUMERIC

Listing File Format

CALL FORWARDING NUMBER		CALL FORWARDING TELEPHONE NUMBER		XXX-XXX-XXXX		
RO		RELATED ORDER		50 ALPHANUMERIC		

Exhibit 3



Cori G. Rothenbach
Vice President - Operator & Directory Services

P.O. Box 2301
Cincinnati, OH 45201-2301

December 19, 1997

Mr. David C. Swanson
Reuben H. Donnelley
One Manhattanville Road
Purchase, New York 10577

Dear Mr. Swanson:

Attached you will find duplicate originals of Cincinnati Bell Telephone's standard directory publishing contract. Due to varying requests for subscriber listings for publishing purposes, the initial setup prices will be determined based on discussions between CBT and RHD implementation personnel. The customization that we offer, at this time, is in the initial setup and not in the frequency of data transmission. The process that CBT will use for the generation of service order activity as a result of Alternative Competitive Local Exchange Carriers is addressed in Sections 2.2 and 5.1 of the contract.

Eric Miller, Sales Manager-Operator & Directory Services, will be your ongoing contact to discuss both the standard contract and the implementation process. He can be reached at (513) 397-1204. Please send both signed originals back to Eric at the following address:

Attn: Eric Miller
Cincinnati Bell Telephone
209 West 7th Street, Room 121-801
Cincinnati, OH 45202

Eric will return one of the originals to you once they have been signed by the appropriate person at CBT. Thank you for your interest in purchasing Cincinnati Bell Telephone's directory listing information.

Sincerely,

A handwritten signature in cursive script that reads "Cori G. Rothenbach".

Cori G. Rothenbach
Vice President - Operator & Directory Services

cc: Eric Miller

LICENSE AGREEMENT

CINCINNATI BELL TELEPHONE COMPANY, an Ohio corporation ("CBT"), and THE REUBEN H. DONNELLEY CORPORATION, a Delaware corporation ("Licensee"), hereby agree as follows effective as of December 19, 1997 (the "Effective Date"):

1. Recitals.

1.1 CBT is a local exchange carrier of telecommunications services and is required by applicable regulatory requirements to publish an alphabetical directory of telephone listings commonly known as the "White Pages" directory.

1.2 Licensee is a publisher of independent telephone directories and desires to obtain one or more licenses to use certain listing information of CBT in connection with publishing its telephone directories.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms will have the following meanings for purposes of this Agreement:

2.1 "Business Listings Data" means a collection of the names, addresses and telephone numbers of CBT's customers that are business customers.

2.2 "CBT's customers" means business and residential subscribers to CBT's local exchange services. The term "CBT's customers" also includes business and residential subscribers to CLECs' services whose listing information CBT is permitted to use, publish and license to third parties.

2.3 "CLEC" means a competitive local exchange carrier (also known as a new entrant carrier (NEC)) operating in CBT's operating territory.

2.4 "Daily Business Listing Updates" means the daily changes in the Business Listings Data.

2.5 "Distribution Data" means a collection of names, addresses and other data that permits distribution of telephone directories. Distribution Data may be licensed for all or a portion of the geographic area where CBT distributes its White Pages directory.

2.6 "Internet Directory" means a telephone directory that is published on the Internet.

2.7 "White Pages" or "White Pages directory" means the published alphabetical listing (usually printed on white paper) of CBT's customers, that CBT is required to publish annually.

CONFIDENTIAL

2.8 "White Pages Data" means the names, addresses and telephone numbers of CBT's customers included in the White Pages directory. White Pages Data does not include non-published listings.

2.9 "Yellow Pages" or "Yellow Pages directory" means a published listing (usually printed on yellow paper) of business customers and advertisements, classified into various business groupings, together with advertisements, informational material, covers, and related materials. The term also includes a Yellow Pages directory containing White Pages Data for a particular geographic area (i.e., a "combined" Yellow Pages directory).

3. License for Business Listings Data.

3.1 Upon request of Licensee, CBT will license to Licensee the Business Listings Data for Licensee's use in connection with the sale and publishing of its paper-based Yellow Pages directories. CBT will supply the Business Listings Data in a mutually agreed upon format.

3.2 The per listing license fee for the Business Listings Data is set forth in the attached Schedule A. Licensee may use the Business Listings Data for one year in connection with publishing only one annual edition of its paper-based Yellow Pages directories. If Licensee desires to use the Business Listings Data for future editions of its Yellow Pages directories, a separate license fee must be paid for each edition. The license fee for future editions will not include the "extract portion" of the license fee if Licensee has continuously been licensing Daily Business Listing Updates and paying the applicable license fees.

3.3 Licensee will use the Business Listings Data only in connection with the sale and publishing of its paper-based Yellow Pages directories and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

4. Daily Business Listing Updates.

4.1 Upon request of Licensee, CBT will furnish to Licensee each business day the Daily Business Listing Updates received by CBT on the preceding business day and will license to Licensee such Daily Business Listing Updates for Licensee's use in connection with the sale and publishing of its paper-based Yellow Pages directories.

4.2 The per update license fee for Daily Business Listing Updates is set forth in the attached Schedule A. If Licensee fails to pay the applicable license fees as and when the same are due, CBT may cease furnishing Daily Business Listing Updates to Licensee, and Licensee will not use any information in any Daily Business Listing Updates for which the license fees have not been paid.

4.3 Licensee will use such Daily Business Listing Updates only in connection with the sale and publishing of its paper-based Yellow Pages directories and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

5. White Pages Listing Extracts.

5.1 If Licensee desires to publish a Yellow Pages directory that also contains certain White Pages Data, CBT will license to Licensee an "extract" of White Pages Data for a particular geographic area requested by Licensee. Licensee acknowledges that, due to restrictions imposed by CLECs or otherwise, White Pages Data may not include every subscriber of local exchange service in a particular geographic area.

5.2 The per listing license fee for an extract of White Pages Data is set forth in Schedule A. Licensee may use extracts of White Pages Data in connection with publishing only one annual edition of its paper-based Yellow Pages. If Licensee desires to use any extract of White Pages Data for future editions of its paper-based Yellow Pages directories, a separate license fee must be paid for each edition. A separate White Pages Data extract is required for each Yellow Pages directory that covers a specific geographic area.

5.3 In no event will CBT be obligated to furnish any extract of White Pages Data for any geographic area, or other subset of CBT's customer base, that CBT does not maintain in the ordinary course of business.

5.4 Licensee will use any extract of White Pages Data only as part of a paper-based Yellow Pages, or in connection with publishing an Internet Directory as provided in Section 7 (Internet Directory), and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

6. License for Distribution Data and Updates.

6.1 Upon request of Licensee, CBT will license to Licensee Distribution Data for Licensee's use in connection with distributing its paper-based Yellow Pages directories. Licensee may receive a license for Distribution Data for all or a portion of the geographic area where CBT distributes its White Pages directory.

6.2 Upon request of Licensee, CBT will furnish to Licensee updates to the Distribution Data licensed to Licensee. The license fee for updates to the Distribution Data is set forth in Schedule A. If Licensee fails to pay the applicable license fees as and when the same are due, CBT may cease furnishing updates to Distribution Data, and Licensee will not use any updates to any Distribution Data for which the license fees have not been paid.

6.3 Licensee will use the Distribution Data only in connection with distributing its paper-based Yellow Pages directories and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

6.4 In no event will CBT be obligated to furnish any Distribution Data, or any extract of Distribution Data for any geographic area, or other subset of CBT's customer base, that CBT does not maintain in the ordinary course of business.

CONFIDENTIAL

7. Internet Directory.

7.1 At Licensee's request, CBT will license an extract of White Pages Data for use in connection with publishing an Internet Directory in 6-month intervals. Unless otherwise mutually agreed in writing, any Internet Directory will not be capable of permitting an end user to download or view more than 15 listings with a single command.

7.2 The license fee for White Pages Data, for use in connection with publishing an Internet Directory, is set forth in Schedule A. The other terms and conditions of this Agreement relating to White Pages Data also apply to the use of such data in connection with publishing an Internet Directory. Licensee will not update, modify or alter any White Pages Data used in connection with publishing an Internet Directory.

8. No Transfer or Resale. All data and other information delivered, licensed, or otherwise furnished by CBT to Licensee under this Agreement, and all copyrights and other intellectual property rights therein, is and will remain the sole property of CBT and will be used by Licensee solely for the purposes for which such information was furnished. Licensee will hold all data and information furnished hereunder in confidence and will take adequate steps and security precautions to secure it against unauthorized disclosure, access, and use. Licensee's contracts with its sales agents, subcontractors, and other persons who may obtain access to such data or information shall restrict such party's use and disclosure of the data and information in a manner consistent with this Agreement. Nothing in this Agreement will be construed to convey to Licensee any title or ownership interest in such data or information. All such data and information will be returned promptly to CBT upon termination or expiration of this Agreement. In no event will Licensee permit any third party (including sales agents and subcontractors) to use any data or other information furnished or licensed to Licensee hereunder without CBT's prior written consent. In no event will Licensee resell or transfer to any third party any data or other information furnished or licensed to Licensee hereunder without CBT's prior written consent.

9. Data Delivery Format. If Licensee requests any data or other information in a format other than the format CBT customarily maintains for such information, and if CBT elects to provide the information in the requested format, Licensee will pay CBT on a time and materials basis for delivering the information in the requested format.

10. Taxes; Transportation Costs; Nondiscrimination.

10.1 The fees set forth in Exhibit A do not include sales tax or other applicable taxes, and all such taxes will be added to the fees.

10.2 The license fees set forth in Exhibit A include the cost of providing a "transport-ready" interface to Licensee, but do not include the cost of transporting the licensed data to Licensee. Licensee will pay such transportation costs on a time and materials basis. If Licensee requests any licensed data to be transported to more than one location, Licensee will pay to CBT on a time and materials basis the additional cost of transporting such data to such additional location(s). If Licensee requests a data transport protocol other than one of CBT's

standard data transport protocols, Licensee will pay the additional cost of providing such transfer protocol on a time and materials basis.

11. No Warranties; Limitations on Liability.

11.1 CBT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY DATA OR INFORMATION LICENSED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.2 IN NO EVENT WILL EITHER CBT OR LICENSEE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 The parties agree that the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult-to-ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the parties of the business risks inherent in this Agreement.

12. Term; Termination.

12.1 This Agreement will be effective on the Effective Date and, unless terminated earlier as provided herein, will remain in effect for a period of one year after the Effective Date.

12.2 Either party may terminate this Agreement for any reason or no reason upon 180 days' prior written notice to the other party. A party not in material breach under this Agreement may terminate this Agreement if the other party is in material breach of this Agreement and such breach remains uncured for 60 days after written notice of such breach has been given to the breaching party.

12.3 CBT may terminate all licenses granted to Licensee hereunder if Licensee uses or discloses any data or information licensed to Licensee hereunder in a manner or for a purpose not permitted by this Agreement. In such event, CBT also may seek an injunction or restraining order from a court of competent jurisdiction and exercise all other legal and equitable remedies available to CBT.

13. Force Majeure. Neither party will have any liability for damages due to any cause beyond such party's reasonable control, including but not limited to fire, explosion, lightning, pest damage, power surges, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil authorities or the public enemy, inability to secure materials, transportation failures, or acts or omissions of communications carriers.

14. Assignment. Neither party may assign its rights or delegate its duties under this Agreement, or under any license granted hereunder, without the prior written consent of the other party. Notwithstanding the foregoing sentence, CBT may assign its rights or delegate its

duties under this Agreement to Cincinnati Bell Inc. or to any affiliate or subsidiary of Cincinnati Bell Inc. without Licensee's consent.

15. Relationship of the Parties. Licensee's relationship to CBT under this Agreement will be that of a licensee only and Licensee will not have any authority to bind CBT in any respect. CBT will not have, with respect to Licensee or any of its employees, any obligation with respect to worker's compensation, insurance, social security, withholding tax or any other expense customarily paid by an employer with respect to an employee.

16. Trade Names and Trademarks. Each party acknowledges that it will acquire no rights in any trademark, service mark, trade name, or other intellectual property used or owned by the other party by reason of this Agreement and will take no action which violates this acknowledgement. Neither party will use any trademark, service mark, trade name, or other intellectual property used or owned by the other party without the prior written consent of such other party.

17. Cross Indemnity. Each party will indemnify, defend and hold harmless the other and the officers, employees, agents, shareholders, affiliates, successors and assigns of the other (with the indemnifying party hereinafter referred to as "Indemnitor" and the indemnified party together with its officers, employees, agents, shareholders, affiliates, successors and assigns hereinafter referred to as "Indemnitee") from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of the death or bodily injury of any persons or the damage, loss or destruction of property that result from or are caused by any negligent or willful act or omission of Indemnitor.

18. Regulatory Authorities. This Agreement is subject to applicable rules and regulations of the Public Utilities Commission of Ohio ("PUCO"), the Federal Communications Commission ("FCC"), and other agencies. If, in either party's reasonable judgment, any applicable regulatory requirement makes it impossible or commercially impractical to perform this Agreement, then this Agreement may be terminated by either party upon 180 days' written notice to the other party.

19. General.

19.1 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be conclusively deemed to have been received by a party hereto and to be effective if delivered personally to such party, or sent by telecopy or other electronic means (followed by written confirmation), or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as either party may give to the other in writing for such purpose. All notices will be effective upon receipt.

To CBT: Cincinnati Bell Telephone Company
209 West Seventh Street, 8th Floor
Cincinnati, Ohio 45202
Attn: Vice President - Operator & Directory Services

To Licensee: The Reuben H. Donnelley Corporation
One Manhattanville Road
Purchase, New York 10577
Attn: General Counsel

19.2 No Waiver. No term or provision hereof will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, will not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19.3 Partial Invalidity. If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement will remain in full force and effect.

19.4 Binding Effect. This Agreement will be binding upon and, subject to Section 14 (Assignment), inure to the benefit of the successors and assigns of each party.

19.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

19.6 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in a writing signed by CBT and Licensee.

19.7 Governing Law; Limitations. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal action between the parties arising under this Agreement must be filed within two (2) years after the cause of action arises and must be brought in a federal or state court located in Hamilton County, Ohio.

Executed at Cincinnati, Ohio as of the Effective Date.

CBT:

LICENSEE:

**CINCINNATI BELL TELEPHONE
COMPANY**

**THE REUBEN H. DONNELLEY
CORPORATION**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

481701.02

CINCINNATI BELL

of these what do we actually need?

**RH Donnelley/CBT Services and License Agreement
Schedule A**

Price

Yellow Pages

A. Business Listings Database - Printed Publication

1. Initial Business Listings Database Extract

1a. Setup including file extract and transport readiness*

Not yet determined

1b. License Fee:

Listing charge

\$.45/business listing

Annual use of listing in printed publication

\$.90/business listing

2. Daily Business Listing Updates

2a. Setup including daily feed programming and transport readiness*

Not yet determined

2b. License Fee:

Daily Business Listing Update transmission

\$.90/daily business listing update

Annual use of Business Listing Update in printed publication

\$.90/daily business listing update

White Pages

A. White Pages Annual Listing Extract - Printed Publication

1. Setup including file extract and transport readiness* (if necessary)

Not yet determined

2. License Fee:

\$.90/listing extracted

B. White Pages Listing Extract - Electronic Publication

(available every six months)

1. Setup including file extract and transport readiness*(if necessary)

Not yet determined

2. License Fee

\$1.15/listing extracted

Distribution Data

A. One Time Extract of Distribution Data

1. Setup including File extract and transport readiness* (if necessary)

Not yet determined

2. License Fee:

Distribution Data Charge

Residence

\$.04/listing extracted

Business

\$.045/listing extracted

Use of Distribution Data

\$.30/listing extracted

B. Daily Updates

1. Setup including file extract and transport readiness* (if necessary)

Not yet determined

2. License Fee:

Daily Updates

Residence

\$.25/residence update

Business

\$.45/business update

Use of listing information updates for distribution

\$.30/listing extracted

* Transportation readiness does not include the actual transport of data. See section 10.2 of Agreement.

Exhibit 4

VIA AIRBORNE EXPRESS

Reuben H. Donnelley
DNB A company of The Dun & Bradstreet Corporation

One Manhattanville Road
Purchase, New York 10577

David C. Swanson
Executive Vice President and General Manager
Proprietary Operations
Tel: 914.933.6859
Fax: 914.933.6637
E-mail: dswanson@msmail.dnb.com

March 27, 1998

Eric J. Miller
Sales Manager - Operator & Directory Services
Cincinnati Bell Telephone
209 W. 7th Street Room 121-801
Cincinnati, OH 45201-2301

RE: Listings License Agreement

Dear Eric:

As you will recall at the beginning of our negotiations regarding the licensing of listing information, R. H. Donnelley (RHD) sent to Cincinnati Bell Telephone (CBT) a listings license agreement that we felt was in conformance with your statutory obligations. CBT elected to simply ignore this agreement, and subsequently, tendered to us CBT's license agreement that is clearly not in compliance with CBT's legal obligations.

Notwithstanding the objections to the excessive pricing and other terms in the Listings License Agreement that Ken Clark and other Donnelley representatives have made in the meeting with you and to Ms. Penny Burke as well as in subsequent negotiations, I am attaching two executed Listings License Agreement for the license of business white pages listing data.

We have signed these agreements "under protest" reflecting the lack of practical alternatives to doing so in light of CBT's exclusive possession of data which is essential to Donnelley's business. Our objections still stand, however, we find ourselves in the unfortunate position of having CBT as the sole source for this information, and we are requiring this information at this time for publication of our directory. We had hoped to purchase residential listings data, service order activity, and the distribution data file, but at the prices that CBT is charging it is cost prohibitive to purchase any of these. We note that CBT has not offered to provide the primary listing classification data it is required to provide under federal law.

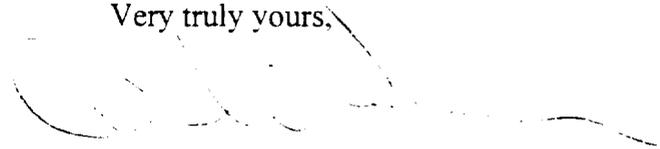
Eric J. Miller
Page 2
March 27, 1998

Confirming your statement to Ken Clark, for the purpose of licensing listing information, CBT will recognize Donnelley's three editions of the One Book® Yellow Pages™ as being one book. Therefore, Donnelley is licensing the listings once and will include them in each edition of the One Book® Yellow Pages™. We do not expect to be charged three times for the same listings.

You will also be receiving a letter from Mary Ann Toth, Alpha Acquisition Coordinator that identifies the exact listing information along with formatting, scheduling and delivery instructions.

Please have the authorized representative at CBT execute this agreement as soon as possible and return an executed copy to me along with a schedule of when we can expect to begin receiving the licensed information. If you are unable to provide the information requested please let me know as soon as possible.

Very truly yours,



David C. Swanson

cc: Cori G. Rothenbach, Vice President - Operator & Directory Services
Penny M. Burke, Director of Directory Services and Operator Services Support
Guy Maser ✓

LICENSE AGREEMENT

CINCINNATI BELL TELEPHONE COMPANY, an Ohio corporation ("CBT"), and THE REUBEN H. DONNELLEY CORPORATION, a Delaware corporation ("Licensee"), hereby agree as follows effective as of March 1, 1998 (the "Effective Date"):

1. Recitals.

1.1 CBT is a local exchange carrier of telecommunications services and is required by applicable regulatory requirements to publish an alphabetical directory of telephone listings commonly known as the "White Pages" directory.

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2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms will have the following meanings for purposes of this Agreement:

2.1 "Business Listings Data" means a collection of the names, addresses and telephone numbers of CBT's customers that are business customers.

2.2 "CBT's customers" means business and residential subscribers to CBT's local exchange services. The term "CBT's customers" also includes business and residential subscribers to CLECs' services whose listing information CBT is permitted to use, publish and license to third parties.

2.3 "CLEC" means a competitive local exchange carrier (also known as a new entrant carrier (NEC)) operating in CBT's operating territory.

2.4 "Daily Business Listing Updates" means the daily changes in the Business Listings Data.

2.5 "Distribution Data" means a collection of names, addresses and other data that permits distribution of telephone directories. Distribution Data may be licensed for all or a portion of the geographic area where CBT distributes its White Pages directory.

2.6 "Internet Directory" means a telephone directory that is published on the Internet.

2.7 "White Pages" or "White Pages directory" means the published alphabetical listing (usually printed on white paper) of CBT's customers, that CBT is required to publish annually.

2.8 "White Pages Data" means the names, addresses and telephone numbers of CBT's customers included in the White Pages directory. White Pages Data does not include non-published listings.

2.9 "Yellow Pages" or "Yellow Pages directory" means a published listing (usually printed on yellow paper) of business customers and advertisements, classified into various business groupings, together with advertisements, informational material, covers, and related materials. The term also includes a Yellow Pages directory containing White Pages Data for a particular geographic area (i.e., a "combined" Yellow Pages directory).

3. **License for Business Listings Data.**

3.1 Upon request of Licensee, CBT will license to Licensee the Business Listings Data for Licensee's use in connection with the sale and publishing of its Yellow Pages directories. CBT will supply the Business Listings Data in a mutually agreed upon format.

3.2 The per listing license fee for the Business Listings Data is set forth in the attached Schedule A. Licensee may use the Business Listings Data for one year in connection with publishing only one annual edition of its Yellow Pages directories. If Licensee desires to use the Business Listings Data for future editions of its Yellow Pages directories, a separate license fee must be paid for each edition. The license fee for future editions will not include the "extract portion" of the license fee if Licensee has continuously been licensing Daily Business Listing Updates and paying the applicable license fees.

3.3 Licensee will use the Business Listings Data only in connection with the sale and publishing of its Yellow Pages directories and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

4. **Daily Business Listing Updates.**

4.1 Upon request of Licensee, CBT will furnish to Licensee each business day the Daily Business Listing Updates received by CBT on the preceding business day and will license to Licensee such Daily Business Listing Updates for Licensee's use in connection with the sale and publishing of its Yellow Pages directories.

4.2 The per update license fee for Daily Business Listing Updates is set forth in the attached Schedule A. If Licensee fails to pay the applicable license fees as and when the same are due, CBT may cease furnishing Daily Business Listing Updates to Licensee, and Licensee will not use any information in any Daily Business Listing Updates for which the license fees have not been paid.

4.3 Licensee will use such Daily Business Listing Updates only in connection with the sale and publishing of its Yellow Pages directories and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

5. White Pages Listing Extracts.

5.1 If Licensee desires to publish a Yellow Pages directory that also contains certain White Pages Data, CBT will license to Licensee an "extract" of White Pages Data for a particular geographic area requested by Licensee. Licensee acknowledges that, due to restrictions imposed by CLECs or otherwise, White Pages Data may not include every subscriber of local exchange service in a particular geographic area.

5.2 The per listing license fee for an extract of White Pages Data is set forth in Schedule A. Licensee may use extracts of White Pages Data in connection with publishing only one annual edition of its paper-based Yellow Pages. If Licensee desires to use any extract of White Pages Data for future editions of its paper-based Yellow Pages directories, a separate license fee must be paid for each edition. A separate White Pages Data extract is required for each Yellow Pages directory that covers a specific geographic area.

5.3 In no event will CBT be obligated to furnish any extract of White Pages Data for any geographic area, or other subset of CBT's customer base, that CBT does not maintain in the ordinary course of business.

5.4 Licensee will use any extract of White Pages Data only as part of a paper-based telephone directory, or in connection with publishing an Internet Directory as provided in Section 7 (Internet Directory), and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

6. License for Distribution Data and Updates.

6.1 Upon request of Licensee, CBT will license to Licensee Distribution Data for Licensee's use in connection with distributing its paper-based Yellow Pages directories. Licensee may receive a license for Distribution Data for all or a portion of the geographic area where CBT distributes its White Pages directory.

6.2 Upon request of Licensee, CBT will furnish to Licensee updates to the Distribution Data licensed to Licensee. The license fee for updates to the Distribution Data is set forth in Schedule A. If Licensee fails to pay the applicable license fees as and when the same are due, CBT may cease furnishing updates to Distribution Data, and Licensee will not use any updates to any Distribution Data for which the license fees have not been paid.

6.3 Licensee will use the Distribution Data only in connection with distributing its paper-based Yellow Pages directories and for no other purpose whatsoever without CBT's prior written consent, which consent may be withheld in CBT's sole discretion.

6.4 In no event will CBT be obligated to furnish any Distribution Data, or any extract of Distribution Data for any geographic area, or other subset of CBT's customer base, that CBT does not maintain in the ordinary course of business.

7. Internet Directory.

7.1 At Licensee's request, CBT will license an extract of White Pages Data for use in connection with publishing an Internet Directory in 6-month intervals. Unless otherwise mutually agreed in writing, any Internet Directory will not be capable of permitting an end user to download or view more than 15 listings with a single command.

7.2 The license fee for White Pages Data, for use in connection with publishing an Internet Directory, is set forth in Schedule A. The other terms and conditions of this Agreement relating to White Pages Data also apply to the use of such data in connection with publishing an Internet Directory. Licensee will not update, modify or alter any White Pages Data used in connection with publishing an Internet Directory.

8. No Transfer or Resale. All data and other information delivered, licensed, or otherwise furnished by CBT to Licensee under this Agreement, and all copyrights and other intellectual property rights therein, is and will remain the sole property of CBT and will be used by Licensee solely for the purposes for which such information was furnished. Licensee will hold all data and information furnished hereunder in confidence and will take adequate steps and security precautions to secure it against unauthorized disclosure, access, and use. Licensee's contracts with its sales agents, subcontractors, and other persons who may obtain access to such data or information shall restrict such party's use and disclosure of the data and information in a manner consistent with this Agreement. Nothing in this Agreement will be construed to convey to Licensee any title or ownership interest in such data or information. All such data and information will be returned promptly to CBT upon termination or expiration of this Agreement. In no event will Licensee permit any third party (including sales agents and subcontractors) to use any data or other information furnished or licensed to Licensee hereunder without CBT's prior written consent. In no event will Licensee resell or transfer to any third party any data or other information furnished or licensed to Licensee hereunder without CBT's prior written consent.

9. Data Delivery Format. If Licensee requests any data or other information in a format other than the format CBT customarily maintains for such information, and if CBT elects to provide the information in the requested format, Licensee will pay CBT on a time and materials basis for delivering the information in the requested format.

10. Taxes; Transportation Costs; Nondiscrimination.

10.1 The fees set forth in Exhibit A do not include sales tax or other applicable taxes, and all such taxes will be added to the fees.

10.2 The license fees set forth in Exhibit A include the cost of providing a "transport-ready" interface to Licensee, but do not include the cost of transporting the licensed data to Licensee. Licensee will pay such transportation costs on a time and materials basis. If Licensee requests any licensed data to be transported to more than one location, Licensee will pay to CBT on a time and materials basis the additional cost of transporting such data to such additional location(s). If Licensee requests a data transport protocol other than one of CBT's

standard data transport protocols, Licensee will pay the additional cost of providing such transfer protocol on a time and materials basis.

11. No Warranties; Limitations on Liability.

11.1 CBT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY DATA OR INFORMATION LICENSED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.2 IN NO EVENT WILL EITHER CBT OR LICENSEE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 The parties agree that the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult-to-ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the parties of the business risks inherent in this Agreement.

12. Term; Termination.

12.1 This Agreement will be effective on the Effective Date and, unless terminated earlier as provided herein, will remain in effect for a period of one year after the Effective Date.

12.2 A party not in material breach under this Agreement may terminate this Agreement if the other party is in material breach of this Agreement and such breach remains uncured for 60 days after written notice of such breach has been given to the breaching party.

12.3 CBT may terminate all licenses granted to Licensee hereunder if Licensee uses or discloses any data or information licensed to Licensee hereunder in a manner or for a purpose not permitted by this Agreement. In such event, CBT also may seek an injunction or restraining order from a court of competent jurisdiction and exercise all other legal and equitable remedies available to CBT.

13. Force Majeure. Neither party will have any liability for damages due to any cause beyond such party's reasonable control, including but not limited to fire, explosion, lightning, pest damage, power surges, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil authorities or the public enemy, inability to secure materials, transportation failures, or acts or omissions of communications carriers.

14. Assignment. Neither party may assign its rights or delegate its duties under this Agreement, or under any license granted hereunder, without the prior written consent of the other party. Notwithstanding the foregoing sentence, CBT may assign its rights or delegate its duties under this Agreement to Cincinnati Bell Inc. or to any affiliate or subsidiary of Cincinnati Bell Inc. without Licensee's consent.

15. **Relationship of the Parties.** Licensee's relationship to CBT under this Agreement will be that of a licensee only and Licensee will not have any authority to bind CBT in any respect. CBT will not have, with respect to Licensee or any of its employees, any obligation with respect to worker's compensation, insurance, social security, withholding tax or any other expense customarily paid by an employer with respect to an employee.

16. **Trade Names and Trademarks.** Each party acknowledges that it will acquire no rights in any trademark, service mark, trade name, or other intellectual property used or owned by the other party by reason of this Agreement and will take no action which violates this acknowledgement. Neither party will use any trademark, service mark, trade name, or other intellectual property used or owned by the other party without the prior written consent of such other party.

17. **Cross Indemnity.** Each party will indemnify, defend and hold harmless the other and the officers, employees, agents, shareholders, affiliates, successors and assigns of the other (with the indemnifying party hereinafter referred to as "Indemnitor" and the indemnified party together with its officers, employees, agents, shareholders, affiliates, successors and assigns hereinafter referred to as "Indemnitee") from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of the death or bodily injury of any persons or the damage, loss or destruction of property that result from or are caused by any negligent or willful act or omission of Indemnitor.

18. **Regulatory Authorities.** This Agreement is subject to applicable rules and regulations of the Public Utilities Commission of Ohio ("PUCO"), the Federal Communications Commission ("FCC"), and other agencies. If, in either party's reasonable judgment, any applicable regulatory requirement makes it impossible or commercially impractical to perform this Agreement, then this Agreement may be terminated by either party upon 180 days' written notice to the other party.

19. **General.**

19.1 **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be conclusively deemed to have been received by a party hereto and to be effective if delivered personally to such party, or sent by telecopy or other electronic means (followed by written confirmation), or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as either party may give to the other in writing for such purpose. All notices will be effective upon receipt.

To CBT: Cincinnati Bell Telephone Company
209 West Seventh Street, 8th Floor
Cincinnati, Ohio 45202
Attn: Vice President - Operator & Directory Services

To Licensee: The Reuben H. Donnelley Corporation
 One Manhattanville Road
 Purchase, New York 10577
 Attn: General Counsel

19.2 No Waiver. No term or provision hereof will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, will not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19.3 Partial Invalidity. If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement will remain in full force and effect.

19.4 Binding Effect. This Agreement will be binding upon and, subject to Section 14 (Assignment), inure to the benefit of the successors and assigns of each party.

19.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

19.6 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in a writing signed by CBT and Licensee.

19.7 Governing Law; Limitations. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal action between the parties arising under this Agreement must be filed within two (2) years after the cause of action arises and must be brought in a federal or state court located in Hamilton County, Ohio.

Executed at Cincinnati, Ohio as of the Effective Date.

CBT:

CINCINNATI BELL TELEPHONE
COMPANY

By: _____
Print Name: _____
Title: _____

LICENSEE:

THE REUBEN H. DONNELLEY
CORPORATION

By: _____
Print Name: _____
Title: _____

UNDER PROTEST