

DIRECTORY SERVICES AGREEMENT

This Directory Services Agreement ("Agreement") is by and between CenturyTel of Missouri, LLC ("CenturyTel"), and Socket Telecom, LLC ("dba Socket Telecom") a Missouri corporation.

For and in consideration of the mutual covenants and provisions contained herein, CenturyTel and Socket Telecom (sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties") agree as follows:

1. BUSINESS OPERATIONS

CenturyTel, either directly or through a third party, provides and distributes alphabetical (white pages) and classified (yellow pages) directories in its certificated local exchange operating areas of the United States (hereinafter the "Directory" or "Directories"). Socket Telecom provides or plans to provide local exchange telephone service ("Local Service") in CenturyTel local exchange service areas. By this Agreement, CenturyTel and Socket Telecom establish the terms by which CenturyTel will furnish certain Directory services to Socket Telecom.

2. SCOPE

This Agreement covers basic services concerning Directory listings and publications to be rendered by CenturyTel to Socket Telecom. CenturyTel and Socket Telecom may from time to time agree on the provision of additional services ("Additional Services"); such Additional Services shall be furnished either pursuant to Schedules to this Agreement, governed by the contractual provisions herein stated, or in the case of Directory advertising, pursuant to a separate agreement.

3. TERM

This Agreement shall be bound by the applicable term and conditions of the current Socket Telecom Interconnection Agreement and shall be applicable to Directories published during the period.

4. CLEC'S RESPONSIBILITIES

Pursuant to this Agreement, the responsibilities of Socket Telecom shall be the following:

- a. Socket Telecom agrees to transmit to CenturyTel, or such service bureau as CenturyTel may designate from time to time ("Service Bureau"), all Directory listing information concerning its subscribers and those subscribers of any agents of Socket Telecom or resellers of Socket Telecom services (collectively, "Subscribers", each a "Subscriber"), designating any who do not desire published listings. Listing information shall consist of customer name, address, telephone number, Subscriber's desired yellow pages classified heading, and all other information reasonably requested by CenturyTel. Listings shall be supplied without charge by Socket Telecom and shall be transmitted in a mutually acceptable format as directed by CenturyTel and in accordance with CenturyTel's established standards and guidelines for use by CenturyTel or its affiliates in providing Directories in any format and for related purposes.
- b. Socket Telecom shall provide CenturyTel or Service Bureau with Directory delivery data for Subscribers.
- c. Socket Telecom shall promptly notify CenturyTel or Service Bureau of any Directory related inquiries, requests, or complaints that it receives from Subscribers, and shall reasonably cooperate to resolve such matters.
- d. Socket Telecom shall respond promptly to inquiries by CenturyTel or Service Bureau regarding the processing of listings changes requested by Subscribers.
- e. Socket Telecom shall transmit to CenturyTel or Service Bureau all information arising from Subscriber transactions that should result in an addition, a change, or a deletion of any Socket Telecom' listings in CenturyTel's database.
- f. Socket Telecom shall process listing change requests received from CenturyTel within the time frames to be provided by CenturyTel.
- g. Socket Telecom will reimburse CenturyTel for all reasonable out-of-pocket expenses in carrying out this Agreement, including but not limited to expenses associated with work performed by Service Bureau or CenturyTel's third party publisher. Prior to performing or having any third-party perform service(s) that would cause CenturyTel to bill Socket Telecom for any out-of-pocket expenses, CenturyTel shall notify Socket Telecom and provide a description of the service(s) to be performed and identify the amount of out-of-pocket expenses that will be billed to Socket Telecom. Prior to performing any such service(s) or have such service(s) performed, the parties shall agree on the

amount of the reasonable out-of-pocket expenses for which Socket Telecom shall be liable.

5. CENTURYTEL'S RESPONSIBILITIES

Pursuant to this Agreement, the responsibilities of CenturyTel shall be the following: (CenturyTel may contract with a third party publisher to perform any of the following):

- a. CenturyTel shall include one standard listing for each Subscriber in CenturyTel's alphabetical Directories unless non-listed or non-published status is designated by Subscriber. Standard Socket Telecom listings shall be interfiled with listings of other local exchange telephone company subscribers and treated in the same manner as other listings, according to CenturyTel's regular procedures. CenturyTel shall establish a process that affords Socket Telecom a reasonable opportunity to review and correct Subscriber's alphabetical listings in advance of publication (generally referred to as a "galley proof"). Said review process shall be subject to the availability of listings in advance of publication and any time/deadline constraints imposed by CenturyTel and/or its third party publisher. Socket Telecom shall be responsible for any out-of-pocket costs associated with the review process incurred by CenturyTel and/or its third party publisher.
- b. No party shall charge the other party for correcting errors in Subscriber's listings.
- c. CenturyTel shall make available at no charge to Socket Telecom or its Subscribers one listing for each Socket Telecom business customer under the appropriate heading in CenturyTel's applicable classified Directories, such headings and Directories to be determined at CenturyTel's sole discretion. Such listings will be published in accordance with CenturyTel's regular procedures.
- d. CenturyTel will include, at no charge, Socket Telecom critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (if information pages are available in a given Directory) for communities where Socket Telecom furnishes Local Service, in accordance with relevant standards for inclusion in a given Directory. For this purpose, Socket Telecom must (1) be state certificated, (2) provide local dial tone service within the Directory distribution coverage area, (3) have executed an Interconnection Agreement that has been approved by the Public Service Commission with CenturyTel, (4) supply in a timely manner critical contact information needed by CenturyTel to produce information pages, and (5) ensure that critical contact information

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telephone numbers are working numbers. Critical contact information includes CLEC name and logo, telephone numbers for telephone services, billing, and repair services.

- e. CenturyTel will distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to Socket Telecom or Subscribers, in accordance with CenturyTel's procedures.

6. ADDITIONAL SERVICES

Socket Telecom may purchase at its option, Directory Advertising Services from CenturyTel from time to time with respect to Directories published in areas where Socket Telecom provides Local Service in accordance with the following policies:

Directory Advertising: Socket Telecom may, pursuant to the terms and conditions of CenturyTel's standard Contract for Directory Advertising Services, and at prices which CenturyTel may have in effect from time to time, (1) purchase printed advertising; or (2) upon meeting the five criteria set out in Section 5c above purchase up to four consolidated customer information guide pages (if available in a given Directory), to include information about Socket Telecom products and services, including addresses and telephone numbers for Socket Telecom customer service. The form and content of such information shall be provided by Socket Telecom to CenturyTel in accordance with CenturyTel's specifications and subject to CenturyTel review and approval.

7. COOPERATION

CenturyTel and Socket Telecom acknowledge that cooperation between them will be required to serve the needs of their Subscribers most effectively, and agree to employ their best efforts to achieve the highest quality of service for them.

8. SALES AND PUBLISHING PROCEDURES

CenturyTel shall maintain full authority over its sales and publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All Socket Telecom listings shall be subject to such sales and publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyTel's Directories. CenturyTel may contract with an outside vendor to publish Directories including those under this contract. Nothing in this contract prevents CenturyTel from entering into a third party contract arrangement. CenturyTel will

periodically supply Socket Telecom with updates concerning publishing schedules and related matters.

9. LIABILITY AND INDEMNITY

- a. CenturyTel's liability to Socket Telecom for any errors or omissions in Directories published by CenturyTel and/or its third party publisher (including, but not limited to, any error in any subscriber or Socket Telecom listing), or for any errors or omissions in any subscriber or Socket Telecom listing provided by CenturyTel to Socket Telecom or to any third party, or for any default or breach of Agreement otherwise arising hereunder, shall be limited to amounts paid by Socket Telecom to CenturyTel under this Agreement. CenturyTel shall have no liability to Socket Telecom's subscribers for any errors or omissions in any subscriber or Socket Telecom listing provided by CenturyTel. Socket Telecom shall fully indemnify CenturyTel in accordance with the provisions of 9b of this Agreement as to any errors or omissions in a Socket Telecom subscriber listing. Socket Telecom expressly represents that it is authorized to enter into this provision on behalf of itself and its subscribers.
- b. Subject to limitations for CenturyTel in 9a, the parties agree to indemnify, defend, and hold harmless each other and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party against the Indemnified Parties arising from the other Party's or any third party's use of the information provided under this Agreement, or from the other Party's performance under this Agreement.
- c. Socket Telecom agrees to limit its liability to Socket Telecom's subscribers by contract with Socket Telecom's subscribers or by tariff to no more than the cost of service Socket Telecom's service for any errors or omission affecting this paragraph and of any Socket Telecom 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.
- d. Socket Telecom, upon receipt of reasonable documentation from CenturyTel, shall hold harmless, exonerate, indemnify and reimburse CenturyTel for damages and expenses incurred as a result of inclusion of Socket Telecom's data in the CenturyTel Directory product, including all costs and fees, defense judgments, settlement awards and