

any other costs and fees resulting from any and all subscriber-related claims or litigation.

10. ASSIGNMENT

Any assignment by either Party of any right or duty under this Agreement without the written consent of the other Party shall be void, except that either Party may assign all of its rights and duties under this Agreement to any entity that is a subsidiary or affiliate of that Party as of the date of assignment without consent, but with written notification and except that CenturyTel may subcontract the services to be provided hereunder. Any assignment of any right or duty under this Agreement, including but not limited to assignment to a subsidiary or affiliate, shall not relieve or excuse the assigning Party's responsibility for any performance pursuant to this Agreement.

11. RELATIONSHIP OF THE PARTIES, THIRD PARTY BENEFICIARIES

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 independent contractors. There are no intended third party beneficiaries to this Agreement.

12. CONFIDENTIAL INFORMATION

- a. The parties recognize and agree that both parties own, or otherwise have a proprietary interest in, certain information which is of a special, unique, or non-public nature, including, but not limited to, trade secrets; information relating to its business plans, schedules, operations and affiliations; marketing information; computer software; and other information relating to the parties, or their suppliers, customers, and affiliates (hereinafter collectively referred to as "Confidential Information"); and that the parties have disclosed, or may hereafter disclose, to each other some or all of such Confidential Information incident to performance of the parties' obligations under this Agreement. The parties shall preserve in confidence all Confidential Information, and shall not reveal or in any way disclose the content or existence of Confidential Information to persons not authorized in writing by the other Party to receive same; and the parties shall take all reasonable steps necessary to prevent unauthorized parties from obtaining Confidential Information in their knowledge or possession. The terms and conditions of this Agreement, and any agreements entered into in accordance with this Agreement, shall be considered Confidential Information, except to the extent reasonably necessary to enforce them.

- b. The parties will not have an obligation to protect Confidential Information which:

(1) is made publicly and lawfully available by a non-party to this Agreement, (2) is lawfully obtained from any source other than the other Party, (3) was previously known without an obligation of confidentiality, (4) is released by the other Party in writing or, (5) commencing two (2) years after the termination date of this Agreement if such Confidential Information is not a trade secret under applicable law.

- c. Each Party will make copies of the Confidential 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 Confidential Information solely in support of the Agreement and for no other purposes. Confidential Information shall be labeled as such to the extent possible.

13. FORCE MAJEURE

In the event performance of this Agreement is either directly or indirectly prevented or restricted by reason of fire, flood, earthquake, acts of God, war, revolution, terrorism, embargo, acts of government in its sovereign capacity, labor difficulties, unavailability of equipment from a vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the affected Party, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention or restriction, and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis, until the delay or restriction has ceased; *provided, however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance, and both parties shall proceed at the time such causes are removed.

14. PUBLICITY

Neither CenturyTel nor Socket Telecom shall disclose the terms of this Agreement except to the extent reasonably necessary to enforce them, or use the trade names or trademarks of the other, without the prior written consent of the other. Any public announcement, advertising, or any form of publicity pertaining to this Agreement, or association of the parties with respect to this Agreement, shall be subject to prior written approval of both CenturyTel and Socket Telecom.

15. SEVERABILITY

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of the Agreement shall continue in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency, CenturyTel and Socket Telecom shall negotiate in good faith, replacement language for such unenforceable provision. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate the Agreement without penalty or liability upon written notice to the other Party.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral. No representations, understandings, agreements, or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

17. GOVERNING LAW

This Agreement shall be executed and delivered in Monroe, Louisiana, and will be governed by and construed in accordance with the laws of the State of Louisiana without respect to Louisiana's rules governing conflicts of laws, and shall be subject to the exclusive jurisdiction of Louisiana's courts. CenturyTel reserves the right to require a security bond in a suitable amount from Socket Telecom securing any and all performance obligations Socket Telecom may have pursuant to this Agreement. Further, upon request, Socket Telecom shall furnish to CenturyTel documentation evidencing compliance with the requirements of this Agreement.

18. NOTICES

Any notice to either Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, or on the date five (5) days after posting if delivered by certified mail, or by telecopier with written confirmation or courier service that obtains written receipt. Notice may also be provided by facsimile transmission which shall be effective on the next Business Day following date of transmission, where "Business Day" shall mean Monday through Friday, except for holidays on which United States mail is not delivered. Any notice shall be directed to the applicable address indicated below, or such address as the Party to be notified has designated by giving written notice to the other Party.

If to CenturyTel: CenturyTel
Director-External Affairs
Susan Smith
911 N. Bishop, Suite C207
Texarkana, TX 75501
903-792-3499 (T)

If to CLEC: Socket Telecom LLC
1005 Cherry St., Ste 104
Columbia, MO 65201

19. TAXES

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Each Party shall provide the other Party sufficient notice to protest any taxing jurisdiction's audit claims, and cooperate fully if an appeal is deemed necessary.

20. WAIVER

The failure of either Party to require performance of any provision of this Agreement, or to exercise any right or privilege granted under this Agreement, shall not be construed as a waiver of such provision or any other provision of this Agreement, and the same shall continue in full force and effect.

21. INTELLECTUAL PROPERTY

Neither CenturyTel nor a third party performing CenturyTel obligations hereunder shall have any obligation to defend, indemnify, or hold harmless, or to acquire any license or right for the benefit of, or owe any other obligation, or have any liability to the CLEC based on, or arising from, any claim, demand, or proceeding by any third party asserting direct or contributory infringement, misuse, or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

22. EXPENSES

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses resulting from activities related to the subject of this Agreement.

23. COMPLIANCE WITH LAWS AND REGULATIONS

Each of CenturyTel and Socket Telecom shall comply with all federal, state, and local statutes, regulations, and administrative rulings applicable to its performance under this Agreement.

24. RULE OF CONSTRUCTION

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

25. HEADINGS

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

26. PARTIAL TERMINATION

Notwithstanding anything to the contrary contained herein, CenturyTel may terminate this Agreement as to a specific exchange or exchanges in the event that CenturyTel discontinues publishing a Directory that covers such exchange or exchanges. CenturyTel shall provide Socket Telecom with at least ninety (90) days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific exchange or exchanges, this Agreement shall remain in full force and effect for the remaining exchanges.

IN WITNESS WHEREOF, the authorized representatives of each Party have executed this Agreement in one or more counterparts, each of which shall constitute an original.

CenturyTel of Missouri, LLC

By: Scott Feder
(signature)

Name: S. FEDER

Title: DIR.

Date: 4/7/05

Socket Telecom, LLC

By: John Dupuy
(signature)

Name: John Dupuy

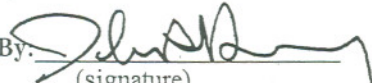
Title: VP Research

Date: 3/8/2005

Listings Provision Authorization for CLEC

CenturyTel is hereby authorized to provide Socket Telecom Listing Database Extract Information and Socket Telecom Listing Update Information to third party Directory publishers upon such publisher's request.

Socket Telecom, LLC

By: 
(signature)

Name: John Dupuy

Title: VP Research

Date: 3/8/2005