

ATTACHMENT 13

BAPCO AGREEMENT

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and AT&T Communications of the Southern States, Inc., a New York corporation, and AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (herein collectively "AT&T") agree as follows:

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

2. AT&T OBLIGATIONS. AT&T agrees as follows:

(a) AT&T shall provide to BAPCO, or its designee, at AT&T'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 in a mutually acceptable format for use by BAPCO or its affiliates 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) AT&T shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

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

(d) AT&T 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 AT&T 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. BAPCO shall provide a process whereby AT&T is afforded a reasonable opportunity to review and correct its subscribers' alphabetical listings in advance of publication.

(b) Provided AT&T establishes appropriate resale arrangements with BellSouth Telecommunications, Inc. ("BellSouth"), BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings offered by BellSouth, for AT&T subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local AT&T subscribers at no charge to AT&T or AT&T's subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new AT&T 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 AT&T information in the customer guide pages of its alphabetical Directories for communities where AT&T provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. AT&T will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to AT&T or its subscribers one listing for AT&T 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 AT&T 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 AT&T subscribers.

(g) BAPCO will not provide information obtained from AT&T concerning its subscribers to other local exchange telephone service providers without AT&T approval, except as may be required in relation to publishing of Directories or as may be permitted by AT&T for directory assistance or other purposes.

(h) BAPCO and AT&T acknowledge that mutual cooperation will be required to successfully serve the needs of their common customers and therefore agree to use reasonable efforts to provide such cooperation to achieve the highest quality of service for both parties' customers.

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. BAPCO shall periodically provide AT&T with changes by BAPCO in the same which in BAPCO's judgment affect AT&T's conduct in BAPCO's publishing of listings for AT&T's subscribers. Such policy updates shall include, without limitation, the subjects described in Exhibit B.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to AT&T 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. AT&T agrees to limit its liability and that of BAPCO by contract with AT&T's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for AT&T 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 four (4) 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: Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to AT&T: Bill C. Peacock
Director-Local Services & Access
Management
Room 12254
1200 Peachtree St. N.E.
Atlanta, GA 30309

With Copy to: Virginia C. Tate
Chief Commercial Attorney
Suite 8100
1200 Peachtree St. N.E.
Atlanta, GA 30309

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

AT&T Communications of the Southern
States, Inc. and TCG Ohio:

By: _____
(Signature)

By: _____
(Signature)

Name: R. F. Barretto

Name: _____

Title: Director - LEC Interface

Title: _____

Date: _____

Date: _____

AT&T Communications of the South
Central States, Inc. and TCG Ohio

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. AT&T Name: The name of the local exchange AT&T and operating company code.
8. AT&T Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner; Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. Name: Personal or business name.
23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
24. Directory (Book ID): Bolt code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

27. Remarks: Free flow field used by AT&T for any additional information

EXHIBIT B **BAPCO Deliverables** *

Abbreviations Table

BAPCO will provide copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Central Office Table

BAPCO will provide two versions of what is called the ABC table. Version 1 of this report identifies by NPA and in sequence by central office the directory in which a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the AT&T.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a AT&T operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

Foreign Directory Name Table

BAPCO will provide all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Listing Guidelines

BAPCO will provide an example of the most common listing elements and their entitlement to appearance in the White and Yellow Pages.

Listing Standards and Regulations

BAPCO will provide a condensed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the White and Yellow Pages.

Publication Schedules

BAPCO will provide to all AT&Ts the publication schedules for all directories within the area served by the AT&T. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

** Information will be provided on disk in standard Microsoft Word format or via Internet download*