

Exhibit No. ____ (LLS-11)

January 1, 2000 Publishing Agreement

(As provided in Verizon NW's Response to PC Data Request 152,
Attachment PC-152b)

Attachment PC-152b

PUBLISHING AGREEMENT

This Publishing Agreement ("Agreement") is made this 1st day of January, 2000, between GTE Information Services Incorporated, a Delaware corporation ("Publisher"), and the GTE telephone operating companies listed in Attachment A (collectively, "Carrier"), herein referred to as "the Parties."

WHEREAS, Carrier is obligated to make available directory listings to each of its Service Subscribers and desires, on the terms set forth herein, to have such listings printed and distributed by Publisher; and

WHEREAS, Publisher is engaged in the national publishing, printing, and distribution of directories which include Service Subscriber listings and desires to produce such directories for Carrier;

NOW, THEREFORE, in consideration of the mutual covenants here stated, the parties agree as follows.

Definitions

The following terms employed herein shall have the following meanings:

"Affiliate" shall include any other entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Bankruptcy" means, as to either party (a) the occurrence of proceedings by or against it under any law relating to the relief or reorganization of debts, or (b) the appointment of any receiver or trustee to take possession of its properties, any assignment to the benefit of creditors, or any similar action by or on behalf of creditors.

"Information Pages" means the section of a telephone directory containing information regarding telephone service and other consumer data.

"Listing Information" means Service Subscriber listed data including (a) name, address, including zip code (when available), telephone number, and primary advertising classification (where assigned), (b) Other Telecommunications Provider customer data including name, address, and telephone number (when available), (c) Carrier's extended area service, courtesy, and special toll-free listings, and (d) such other data as is necessary for complete listing purposes, as more fully described in Attachment B herein.

"Non-Listed/Non-Published Subscribers" means subscribers of Carrier who have indicated to the Carrier that their Listing information is not to be published in any telephone directory and/or is not to be listed in Carrier's directory assistance records.

"Other Telecommunications Provider" means a telephone service provider other than Carrier.

"Secondary Distribution" means the distribution of directories (a) to new Service Subscribers, (b) to Service Subscribers needing replacement directories, (c) to coin-operated telephone locations, and (d) for areas beyond those covered by initial distribution.

"Service Subscriber" signifies a person or entity purchasing local telephone service from Carrier.

Publisher's Obligations

- 1.1. Publication. Publisher agrees to take all reasonable commercial steps to fulfill Carrier's regulatory requirements ("Requirements") with respect to provision of telephone directories to Service Subscribers, including publication of listings and distribution of directories to subscribers.
- 1.2. Information Pages. Publisher will include in a format agreed upon by the Parties consumer information concerning billing, service, contact numbers, and repair in the Information Pages of its alphabetical directories for those communities where Carrier furnishes telephone service. Publisher may also include such information concerning Other Telecommunications Providers in alphabetical directories. Carrier and Other Telecommunications Providers may purchase additional pages (in the Information Pages) at Publishers' standard advertising rates. Publisher may set a reasonable limit on the number of Information Pages available for sale. Carrier will compensate Publisher for Information Pages that deal specifically with Carrier's business operations, products and services (including regulatory-required government pages). Carrier will provide composition services for its Information Pages and will transmit required content in accordance with Publisher's production schedule.
- 1.3. Distribution. Publisher will distribute to Service Subscribers (and other subscribers as necessary) each issue of the telephone directory for such subscribers' individual locations, to the extent required by regulation and in accordance with Publisher's procedures. Publisher shall provide Secondary Distribution as required on behalf of Carrier.
- 1.4. Product. Publisher shall be responsible for design of directories including but not limited to cover, Information Pages, page layout, classified heading structure, type size and fonts, directory size and format, and scope of publication. Publisher's design and content format shall not detract from Carrier's meeting of its Requirements. Publisher shall be responsible for marketing, media relations, sales, sales and production schedules, directory publication dates, procedures, standards, and practices relating to the production of directories. Publisher will engage Carrier and its representatives in all discussions related to the successful implementation of Publisher-initiated product changes that involve Carrier's systems, processes, or policies. Each party will notify the other of significant changes associated with product branding/design.

- 1.5. Planning. Publisher will give Carrier reasonable prior written notice of any material planned changes to the methods which may require systems changes or other action by Carrier. Carrier will provide similar notice to Publisher of any proposed or regulatory requirements that may necessitate change in directory content or format. With respect to such changes, Publisher and Carrier shall cooperate in their implementation, provided that Carrier shall fund the expense of new requirements or modifications which may be necessitated by regulatory rule, order or stipulation. Publisher shall be similarly responsible for the cost of other legally mandated or business-related changes affecting its operations or functions. The parties will cooperate in administration of this Agreement to achieve efficiencies of operation and management.
- 1.6. Advertising.
 - 1.6.1. General. Publisher may sell advertising in the telephone directories produced and distributed by Publisher, and Carrier shall have no right or interest in any revenues received by Publisher in connection with such advertising sale. All revenues derived from the sale of tariffed listings in the white-pages (alphabetical) section of telephone directories shall belong to Carrier.
 - 1.6.2. Directory Advertising. Publisher will make available to Carrier directory advertising comparable to advertising that Publisher provides to its other customers. Carrier will compensate Publisher at standard advertising rates for all advertising purchases.
 - 1.6.3. Filler Ad Space. "Filler ad space" means the space in alphabetical and other directory pages that must be filled to meet pagination and composition requirements. Such space shall be shared equally between the parties, and Carrier may utilize its share of overall space to describe its products and services. Carrier shall incur the cost of design and composition for filler ads that Carrier employs.
- 1.7. Copyright. All telephone directories produced and distributed by Publisher under this Agreement will be copyrighted by and in the name of Publisher.
- 1.8. Extended Area Service (EAS) Listings. Carrier will compensate Publisher on a prorated basis for the costs associated with acquiring and printing EAS listings. Costs shall be prorated based upon the relationship between the number of local Carrier listings versus the number of local listings of Other Telecommunications Providers appearing in a directory.
- 1.9. Processing Costs. Publisher will reimburse Carrier for operations management expenses incurred for processing of Other Telecommunications Provider data. Carrier will furnish Publisher with an annual forecast of such expenses.

Carrier's Obligations

- 2.1 Required Information. Carrier will furnish to Publisher all necessary Listing Information to enable Publisher to fulfill the Requirements. Carrier will supply such information on a daily transmission basis, in a reasonable format and in accordance with Publisher's directory publication schedule. Carrier shall meet the terms and conditions stated in Attachment B regarding provision of listings. Carrier will correct inaccurate data in a timely manner. To the extent one of the Parties is required by the other Party to take additional steps to satisfy the Requirements or individual customer obligations due to material errors or omissions by the other Party, in such case the other Party will compensate the first Party for reasonable costs incurred in so doing. The term "material errors and omissions" above shall not be construed to include common listing errors (e.g., capitalization, classified headings, service address); occasional process errors (e.g., incomplete caption proofs); or minor system problems (e.g., duplicate files). The foregoing are given for purposes of example rather than limitation.
- 2.2. License. Carrier shall supply Listing Information in accordance with the license terms stated in this Agreement.
- 2.3. Billing. Carrier and Publisher shall cooperate in establishing an effective billing and collection system for activities conducted under this Agreement.
- 2.4. Coordination. Carrier shall notify Publisher promptly and in accordance with mutually agreed service criteria of any directory-related inquiries or complaints that it may receive from Service Subscribers and shall cooperate in their resolution. Carrier shall also respond promptly to inquiries by Publisher concerning processing of listing changes requested by Service Subscribers.
- 2.5. Regulatory Changes. With respect to changes in the Requirements, each party shall employ best efforts to ensure that changes are handled efficiently and in conformance with this Agreement.

License

- 3.1. Grant of License. Carrier grants to Publisher a non-exclusive, worldwide license ("License") during the term of this Agreement to use, copy, modify, distribute, display, and enhance the Listing Information. Publisher shall pay Carrier for the Listing Information in accordance with Attachment B. Under this Agreement, Listing Information is provided solely for the purpose of publishing and distributing directories in appropriate commercial format. Publisher agrees not to distribute or sell the Listing Information to any third party, and agrees not to sublicense or assign any license right acquired by Publisher under this Agreement. The license for Non-Listed/Non-Published Subscriber address information is granted for the purposes of directory distribution, and Publisher shall manage its processes to ensure that Non-Listed/Non-Published Subscriber information is not made available in a public manner.

- 3.2. Representation. Carrier represents and warrants that it is authorized to grant the License and the other rights here stated to Publisher and covenants that Publisher's employment of the License will not infringe the copyright or other right of any person or entity
- 3.3. Copyright. Carrier agrees that Publisher will own the copyright to, and all rights in: (a) the directories and other materials published or created by Publisher; (b) any enhancements Publisher makes to the Listing Information; and (c) any information Publisher appends to the licensed data, provided in all cases that Publisher will not have rights in the Listing Information itself.
- 3.4. Data Protection. Publisher will not permit anyone other than its authorized employees or agents to utilize the Listing Information, and will employ appropriate security measures in the processing of the Information
- 3.5. Warranty. Subject to the terms of Attachment B, Carrier makes no express or implied warranty regarding the completeness of Listing Information or the technical quality of the medium by which it is supplied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- 3.6. License Right. Nothing in this Agreement shall give Publisher any exclusive license right and Carrier shall be free to grant a similar License to others under terms and conditions determined by Carrier.

Commercial Terms

- 4.1. Parties' Representatives. Carrier and Publisher each will designate a representative and back-up representative to serve as primary contact for issues relating to fulfillment of its obligations under this Agreement such as those relating to product changes, data transmission, access to information, and security. The named representatives (and their successors, upon naming of successors) shall meet periodically to review operations under the Agreement.
- 4.2. Term. This Agreement will become effective on January 1, 2000, and will remain in force for a term of two (2) years. Thereafter, the Agreement will be automatically renewed on the same terms and conditions for successive one-year terms, provided that either party may terminate this Agreement on the expiration of the original term or any renewal term, upon not less than ninety (90) days' prior written notice to the other party. The term of this Agreement and the other terms and conditions hereof, are subject to applicable law and regulatory approval. Accordingly, although this Agreement is executed by both Parties, to the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both parties to this Agreement, shall require that this Agreement or subsequent amendment be filed with or approved by such regulatory agency before the Agreement or amendment may be effective, this Agreement or amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

- 4.3 Termination. This Agreement may be terminated by either party:
- (a) on prior written notice if the other party materially breaches this Agreement and the breach continues without cure for, or if reasonable steps to correct such breach are not taken within ninety (90) days following notice of such breach; or
 - (b) upon the Bankruptcy or dissolution of the other party.
- 4.4 Transition. Publisher and Carrier agree that, in the event of termination, it will be mutually beneficial to the parties and to subscribers that an orderly transition process occur, which focuses on providing continued quality directory service to Carrier's subscribers, and preventing undue disruption of Publisher's business. Therefore, upon the expiration or termination of this Agreement, the representatives described above will coordinate the winding up of the business relationship between Publisher and Carrier. Prior to the expiration or termination of this Agreement, Carrier will continue to provide all information as required for telephone directories with established publication dates prior to the effective date of expiration or termination. Carrier will not be obligated to provide information for directories with publication dates after the effective date of termination or expiration.
- 4.5 Business Conduct. Nothing in this Agreement will be construed as precluding Publisher from conducting a commercial advertising and directory publishing business or other business during the term of this Agreement or after expiration or termination of this Agreement, including publishing directories other than those covered by this Agreement.
- 4.6 Publisher's Indemnity. Publisher agrees to indemnify and save Carrier harmless from and against any liability, suits, damages, claims, and costs arising in any manner from acts done or omitted by Publisher under or in connection with this Agreement.
- 4.7 Carrier's Indemnity. Carrier agrees to indemnify, defend and save Publisher harmless from and against any liability, suits, damages, claims, and costs arising in any manner from acts done or omitted by Carrier under or in connection with this Agreement.
- 4.8 Confidential Information. The Parties acknowledge that this Agreement constitutes the proprietary information of both Parties. The Parties further acknowledge that this Agreement may be filed with any regulatory commission having authority over the subject matter, and the parties agree to seek commercial confidential status for this Agreement with any such regulatory commission, to the extent such a designation is appropriate.

Carrier agrees that the following are and will remain the confidential information of, and the sole and exclusive property of, Publisher and will not be used by Carrier for any purpose or disclosed by Carrier to any person:

- (a) all systems and software developed by or on behalf of Publisher or any Affiliate of Publisher related to the publishing of directories; and

- (b) all information, data, and materials obtained or compiled by Publisher concerning directory advertising, including all customer data and advertising records, and all reports, studies and analysis relating thereto.

Publisher agrees that the following are and will remain the confidential information of, and the sole and exclusive property of, the Carrier, and will not be used by the Publisher for any purpose or disclosed by the Publisher without the Carrier's express written permission:

- (a) all systems and software developed by or on behalf of the Carrier related to the operations of the Carrier; and
- (b) all information, data and materials obtained or compiled by or on behalf of the Carrier, including all customer data and all reports, studies and other materials done by or paid for or to be paid for by or on behalf of the Carrier or an affiliate of the Carrier relating thereto.

4.9. Notices. Any notice, request, claim, or other communication hereunder will be deemed duly given (a) upon confirmation of facsimile, (b) one (1) business day following the date sent when sent by overnight delivery or by electronic mail, and (c) three (3) business days following the date mailed when mailed by certified mail return receipt requested and postage prepaid to the following addresses:

Carrier: AVP-National Center Operations
GTE Network Services
700 Hidden Ridge
Irving, TX 75038

Publisher: GTE Information Services
Attn: Vice President – Finance
GTE Place
2200 West Airfield Drive
P. O. Box 619810
D/FW Airport, TX 75261-9810

The foregoing notice data may be changed at any time by written notice to the other party.

4.10. Risk Allocation. Notwithstanding any other provision of this Agreement, neither Publisher nor Carrier will be liable to the other party for any indirect, incidental, consequential, or special damages suffered by such other party (including without limitation damages for harm to business, lost revenues, or lost profits suffered by such other party to the extent comprising indirect, incidental, consequential, or special damages), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the party knew of the possibility that such damages could result. Each party hereby releases the other party (and such other party's subsidiaries and

affiliates, and their respective officers, directors, employees, and agents) from any such damages claim.

+ 11 Claims. The party to which a claim is made will notify the other within thirty (30) days after a notice of claim is received for which the other party may be liable under this Agreement. If a particular directory must be reprinted or corrected as a result of content errors or omissions, the party causing the content error or omission will pay the total cost of reprinting and distributing the directory or taking other corrective action.

+ 12. Acquisition or Divestiture of Property. In the event Carrier acquires additional telephone operating properties, such properties shall be covered by the terms of this Agreement after their acquisition, provided that if an acquired property is subject to an existing publishing contract, Carrier shall employ best efforts to terminate such contract at the earliest possible time. In the case of properties that Carrier has announced will be sold after the effective date of this Agreement, Publisher shall have the option, as to the particular exchange areas covered by the sale, to maintain in force and effect (1) the Master Publishing Agreement previously existing between the parties or (2) the Publishing Agreement covering areas formerly owned by Continental Telecom Inc. previously effective between Carrier and Publisher (including any amended form of those agreements).

4.13. Taxes: The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

4.13.1 Transaction Taxes

4.13.1.1 Publisher shall be responsible for any sales, use, excise, gross receipts or other tax-like charge (excluding any tax levied on property or income) ("taxes") assessed on Publisher on any goods or services that are used or consumed by Publisher in providing the services under this Agreement. Publisher shall also be responsible to Carrier for any taxes assessed on any goods or services purchased from Carrier under this Agreement. If applicable law places the responsibility on Publisher to collect a tax from Carrier and Publisher fails to do so, then Publisher will be responsible for any penalty associated with its failure to do so. Interest will be borne by the Party who had use of the tax money for the interest period.

4.13.1.2 Carrier shall be responsible for any taxes assessed on any goods or services purchased by Carrier from Publisher under this Agreement. If applicable law places the responsibility on Carrier to collect a tax from Publisher and Carrier fails to do so, then Carrier will be responsible for any penalty associated with its failure to do so.

4.13.1.3 The Parties agree to cooperate with each other to minimize, to the extent legally permissible and commercially reasonable, the overall taxes that may be due on goods, services and revenues under this

Agreement. Each Party shall provide and make available to the other any resale certificates or other information reasonably requested by the other Party to aid in the overall reduction of taxes due under this Agreement.

4.13.1.4 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner to resolve the audit and/or any resulting controversy expeditiously.

4.13.2 Other Taxes. All other taxes incurred as a result of the Agreement (including taxes on property and income) will be borne by each Party to this Agreement to the extent to which it is liable.

4.14 Acknowledgement. Publisher and Carrier each acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with transactions under this Agreement. The remedy and liability limitations herein are intended to limit the relief available to the parties.

4.15 Disputes. The parties agree that resolving disputes at an early point will best serve their respective interests. In no event will the parties permit the pendency of a dispute to disrupt the publication of directories as contemplated by this Agreement.

4.16 Dispute Resolution. In the event any dispute arising out of or related to this Agreement, or the breach, termination or validity thereof, cannot be resolved to the satisfaction of both parties, then each party will nominate one senior officer of the rank of assistant vice president or higher as its representative for purposes of attempting to resolve the dispute. These representatives will meet in person and will attempt in good faith to resolve the dispute. Such representatives will have ten (10) business days (from the date on which either party delivers written notice of need) to resolve any dispute pursuant to this Section. This procedure will be a prerequisite before either party may terminate this Agreement or seek resolution of the dispute through mediation or arbitration.

4.17 Mediation. If any dispute is not resolved by use of the foregoing dispute resolution procedure within the time period provided, the parties agree to submit the dispute to non-binding mediation in Dallas, Texas by a sole mediator selected by the parties (or, if the parties have not selected a mediator, at the option of either party, to a mediator selected by the American Arbitration Association ("AAA")) in accordance with the commercial mediation rules of the AAA. The parties, their representatives, other participants and the mediator shall hold the existence, content (including all documents) and result of the mediation in confidence. The provisions of this Section will not affect the legal rights of the parties otherwise available to them.

- 4 18 Remedies. Nothing in this Agreement should be construed to prevent either party from seeking and obtaining temporary equitable remedies, including temporary restraining orders.
- 4 19 Entire Agreement. This Agreement, including all Attachments hereto, contains the entire understanding of the parties and supersedes any prior written and oral communications to the extent that they relate in any way to the subject matter hereof. Subject to Section 4.12, this Agreement shall on its effective date terminate all prior publishing agreements between the parties.
- 4 20 Amendments. This Agreement may not be amended or modified orally, nor any of its terms waived, except in a writing signed by duly authorized representatives of both Publisher and Carrier.
- 4 21 Waiver. No failure of or delay by either party hereto in exercising any right or power hereunder shall operate as a waiver.
- 4 22 Successors and Assigns. This Agreement will be binding upon, and will inure to the benefit of, Carrier and Publisher and their successors. Neither party may assign this Agreement, in whole or in part, and any attempted assignment will be null and void; however, either party may assign this Agreement to an Affiliate, provided that the assigning party shall remain responsible for all obligations hereunder should assignment be made.
- 4 23 Severability. The invalidity or unenforceability of any provision hereunder will not affect the validity or enforceability of any other provision.
- 4 24 Headings, Schedules and Exhibits. The headings in this Agreement are for convenience only and will not be construed to define or limit any terms herein or otherwise affect the meaning or interpretation of this Agreement. All Schedules attached hereto are incorporated by reference and made part of this Agreement.
- 4 25 Counterparts. This Agreement or any amendment may be executed in separate counterparts, each of which when so executed and delivered will be an original, and all of which together will constitute one instrument. In proving this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- 4 26 Force Majeure. Neither party will be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control such as acts of God, acts of civil or military authorities, war, fires, explosions, earthquakes, floods, strikes, power blackouts, other major environmental disturbances, inability to secure products or services from other persons or facilities, or acts or omissions of common carriers (collectively referred to as "force majeure conditions"). In the event of a force majeure condition affecting either party, both parties will use reasonable efforts to have directories produced using alternative arrangements.
- 4 27 Specific Performance. Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are

not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States having jurisdiction over the parties, in addition to any other remedy to which the party may be entitled, at law or in equity.

- 4.28 Regulatory Approvals. This Agreement is subject at all times to any statute, order, rule, or regulation or any state or federal regulatory agency having competent jurisdiction over one or both of the parties hereto or the services provided hereby. Carrier and Publisher agree to cooperate with each other and with any applicable regulatory agency so that any and all necessary approvals may be obtained. During the term of this Agreement, the parties agree to continue to cooperate with each other in any review of this Agreement by a regulatory agency so that the benefits of this Agreement may be achieved. If any such agency accepts this Agreement in part and rejects it in part, or makes a material modification to the Agreement as a condition of its approval, either party may terminate the Agreement in its entirety without penalty or liability. Notwithstanding anything to the contrary contained in this Agreement, all fees and transactions between the Parties are at all times subject to review and modification to conform with any applicable regulatory requirement governing transactions between Carrier and its affiliates.
- 4.29 Independent Contractors. Neither Publisher nor its subcontractors, nor the employees or agents of any of them, shall be deemed to be Carrier's employees or agents, it being understood that Publisher and its subcontractors are independent contractors for all purposes.
- 4.30 Choice of Law. This Agreement shall be governed by and construed under the laws of the state of Texas.

THE REMAINDER OF THIS PAGE WAS NOT USED
AGREEMENT CONTINUES ON THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date first above written.

GTE OPERATING COMPANIES
LISTED IN ATTACHMENT A

GTE INFORMATION SERVICES
INCORPORATED

By: *John C. Appel*
Name: John C. Appel
Title: President - GTE Network Services
Date: 4-4-00

By: *Earl A. Goode*
Name: Earl A. Goode
Title: President
Date: April 12, 2000

By: *Rosalynn Christian*
Name: Rosalynn Christian
Title: Assistant Secretary
Date: 4-4-00

By: *Scott Hanle*
Name: Scott Hanle
Title: Vice President - Finance
Date: 4-11-00

APPROVED BY LEGAL DEPT.	
<i>E. D. MORGAN</i> ATTORNEY	<i>4-3-00</i> DATE

REVIEW AND APPROVAL
Kevin Payne
KEVIN PAYNE
AVP- REGULATORY
4-7-00

Attachment A

GTE Alaska Incorporated

GTE Arkansas Incorporated

GTE California Incorporated

GTE Florida Incorporated

GTE Hawaiian Telephone Company Incorporated

GTE Midwest Incorporated

GTE North Incorporated (except those properties located in the state of Illinois)

GTE Northwest Incorporated

GTE South Incorporated

GTE Southwest Incorporated

GTE West Coast Incorporated

Contel of Minnesota, Inc. d/b/a GTE Minnesota

Contel of the South, Inc. d/b/a GTE Systems of the South, d/b/a GTE Systems of Indiana, d/b/a
GTE Systems of Michigan

Attachment B

Listing Information Provisions

1. Scope. The Listing Information to be provided by Carrier to Publisher shall include
 - (a) Name
 - (b) Service Address, including zip code (when available)
 - (c) Listing Address, including zip code (when available)
 - (d) For businesses, primary directory classified heading (where assigned)
 - (e) Area code, telephone number, and extension (if applicable)
 - (f) Any other Listing Information agreed to by the Parties for complete and accurate directory publication, including billing address, one-digit company code, and bill to number.
2. Quality Standard. Carrier shall employ best efforts to ensure that the foregoing data is accurate and complete.
3. License Fees. Service Subscriber Listing Update Information will be made available to Publisher electronically. Except in California, Publisher will compensate Carrier at a rate of \$0.06 per listing update. Except in California, Publisher will pay Carrier an extract fee (\$0.04 per listing) that encompasses all of Carrier's listings currently resident in the Publisher's databases. Thereafter, Publisher will pay Carrier for each listing update transaction. The initial extract fee will be payable upon execution of this Agreement. In California, Publisher will pay Carrier the fees prescribed in the applicable tariff.