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WIGHTMAN COMMUNICATIONS LTD.

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November 4, 2005.

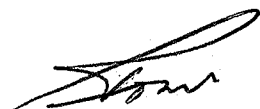
Ms. Diane Rhéaume,
Secretary General,
Canadian Radio-television and
Telecommunications Commission,
Ottawa, ON K1A 0N2

Dear Ms. Rhéaume,

Wightman Communications seeks the Commissions approval of the attached Basic Listing Interchange File Agreement.

This agreement is the standard model obtained from the CRTC website.

Regards,



Tom Sullivan,
General Manager.
519-327-9223
tsullivan@wightman.ca

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Implementation of Local Competition
CRTC Interconnection Steering Committee
Report to the CRTC
by
Industry Sub-Group
Operator Services / Directory Listings

Consensus Report

TITLE: Basic Listing Interchange File Agreement
with Commission proposed modifications incorporated

DATE: January 07, 1999

FILE ID: DORE020a

IMPLEMENTATION OF LOCAL COMPETITION
Consensus Report to the CRTC

Task ID: DOTF014

Task Name: Basic Listing Interchange File Agreement

Task Description:

To develop the industry standard licensing agreement for BLIF.

Conclusions:

This consensus report is the result of DOTF014, the product being the BLIF Agreement. It represents the work that has been completed by the DOSWG participants in developing a commercially standard industry agreement for BLIF. This agreement has been modified to incorporate changes proposed by the Commission.

Recommendations:

The DOSWG advises the CISC Coordinating Committee that the DOSWG participants agree with this version of the BLIF Agreement to be filed by LECs in association with their BLIF service tariffs.

Task DOTF 014 is closed.

Participation:

Brian Woodward	BC TEL
Brenda Jolicoeur	CRTC
Sue Blundel	Dominion Directories
Peter Ylipelkola	Sprint
Art Dempsey	Sprint
Karen O'Brien	Bell Canada (Chair)
Brian Coleman	TCI
Lynette Peters	Telus Advertising Services
Michel Lalonde	Tele-Direct
Jacques Lauzon	Tele-Direct
Annick Lemonnier	Videotron

Attachments:

Basic Listing Interchange File Agreement, January 7, 1999

BASIC LISTING INTERCHANGE FILE AGREEMENT

THIS AGREEMENT EFFECTIVE THIS _____ DAY OF _____ 19

BETWEEN:

a corporation duly incorporated under the laws of:

having its registered office at:

(hereinafter referred to as "Licensor")

AND:

a corporation duly incorporated under the laws of:

having its registered office at:

(hereinafter referred to as "Licensee")

WHEREAS Licensee is a Local Exchange Carrier and wishes to obtain Licensor's customer listing information contained in Licensor's BLIF for the purpose of providing the Services;

AND WHEREAS Licensor is a Local Exchange Carrier and agrees to grant to Licensee a license, as defined in this Agreement, to make use of Licensor's customer listing information contained in Licensor's BLIF under the terms and conditions set out in this Agreement and the Tariff.

NOW THEREFORE, IN CONSIDERATION of the mutual promises herein and other good and valuable consideration, Licensor and Licensee agree as follows:

1.0 DEFINITION OF TERMS

1.1 In this Agreement, including the recitals, unless the context otherwise specifies:

"Acknowledgment File" means the acknowledgment file, as defined in the BLIF Document, provided by Licensee to Licensor.

"Agent" or "Agents" means any third party or parties respectively, acting as an agent or agents on behalf of either the Licensor or Licensee, such as but not limited to a business associate or an affiliate, provided that the Agent or Agents are bound by the terms and conditions of this Agreement.

"Agreement" means this agreement, any documents incorporated into this Agreement by reference, and any amendments thereto as may be made from time to time by mutual written consent of the parties, and subject to approval of the Commission, including without limitation, Licensor's BLIF Tariff which is incorporated into this Agreement by reference.

"BLIF" means the Basic Listing Interchange File, as described in the BLIF Document, provided by Licensor to Licensee.

"BLIF Document" means the document entitled "Basic Listings Interchange File: Service Description & Ordering Guidelines", prepared by the Canadian Operator Services and Directory Listings Forum, constituted under the direction of CISC, which document may be modified from time to time by CISC, subject to the required regulatory approvals. The BLIF Document is incorporated by reference into this Agreement and forms an integral part hereof.

"BLIF Master" means the provision of BLIF containing all of the Listings for an exchange or those exchanges agreed upon by the parties from time to time.

"BLIF Tariff" means those general tariffs of Licensor applicable to the provision of BLIF by Licensor to Licensee, which are subject to regulatory approvals.

"BLIF Updates" means the provision of BLIF containing only updated Listings for an exchange, when compared to the BLIF Master for that exchange which Licensee has already received and for which Licensee has requested regular updates.

"Business Day" means a day, other than a Saturday or Sunday, on which the principal commercial bank of Licensor is open for business during normal banking hours.

"Confidential Information" means all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the Disclosing Party (defined infra), is not generally known to competitors of the Disclosing Party, and which is communicated to the other party in relation to this Agreement. Confidential Information shall include, but not be limited to, information relative to the Disclosing Party's End-Customers (defined infra), services, facilities, current or proposed business plans, roll-out plans, financial information relating thereto, telephone calling pattern information, prices, trade secrets, know-how, formulae, processes, data, network configuration and rights-of-way, drawings, proprietary information, customer lists, and any other non-public information which concerns the business and operations of the Disclosing Party.

"CISC" means the CRTC Interconnection Steering Committee or successor committees.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or successor agencies.

"Directory Assistance" means the provision of listings information by means of Licensee's directory information service, in response to a user request.

"Effective Date" means the date specified on the first page of this Agreement.

"End-Customer" means the user of telecommunication services provided by either of the parties hereto, as the case may be.

"Licensee" means the party named in the heading of this Agreement as the Licensee.

"Licensor" means the party named in the heading of this Agreement as the Licensor.

"Listing" or **"Listings"** means each and all subscriber listings respectively, as described in the "Listing Definitions" section of the BLIF Document, which are included in Licensor's BLIF.

"Listing Marks" means any and all trademarks, service marks, trade names, business names, name styles, tag lines, logos, slogans or other proprietary rights in and to an identity used in connection with the Listings.

"Local Exchange Carrier" or **"LEC"** means a Canadian carrier who is a local exchange carrier as defined in Telecom Decision CRTC 97-8.

"Marks" means any and all trademarks, service marks, trade names, business names, name styles, tag lines, slogans and logos of the parties to this Agreement and any other proprietary rights in and to the parties' respective identities.

"Person" means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association including governmental and public institutions, and without limiting the generality of the foregoing, includes an End-Customer.

"Services" means Directory Assistance and Telephone Directories.

"Telephone Directories" means directories of non-confidential subscriber listings in either print or electronic formats.

1.2 Words and expressions other than those defined in Section 1.1 are defined in the context in which they appear and shall have the meaning indicated thereunder.

2.0 TERM

2.1 The term of this Agreement shall commence on the Effective Date and, subject to the provisions of this Agreement, shall continue for a period of five (5) years from the Effective Date. This Agreement shall be renewed automatically for successive five (5) year periods unless terminated in accordance with Section 9 of this Agreement.

3.0 Obligations and COVENANTS of the Parties

3.1 Licensor and Licensee each represents and warrants to the other that:

- (a) it is duly authorized to enter into and perform this Agreement;
- (b) this Agreement has been duly executed and delivered by it;
- (c) the entering into, and performance by it, of this Agreement does not and will not violate any law, regulation or other enactment or rule binding upon it, nor any contract by which it or any of its assets is bound; and,
- (d) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

- 3.2 Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, personal, indivisible license to use, during the term of this Agreement, Licensor's Listings solely for the provision of the Services and no other purpose.
- 3.3 Licensor and Licensee each agree:
- (a) to perform their respective obligations, or use an Agent or Agents to perform said obligations, set forth in this Agreement, as the same may be amended or supplemented from time to time in accordance with this Agreement;
 - (b) Licensee may use an Agent or Agents to provide Services on behalf of Licensee; and,
 - (c) not to use or reproduce in any manner any of the Marks of the other party hereto without the prior written consent of that other party.
- 3.4 In addition to its other obligations set forth in this Agreement, Licensee:
- (a) shall use Licensor's Listings solely for the purpose of the provision of Services;
 - (b) shall not license, sub-license, share, sell, re-sell, rent, lease, charge, encumber, pledge or otherwise dispose of, deal with, use or copy Licensor's BLIF in favour of any Person, save as expressly permitted herein;
 - (c) notwithstanding Section 3.4(b), the Licensee is not precluded from making Licensor's BLIF available to Licensee's Agent or Agents, if the sole purpose of the disposition is for the provision of Services on behalf of the Licensee by the Agent or Agents.
 - (d) subject to Section 3.4(f), may use, limit and/or sort, Licensor's Listings, in order to provide the Services, in accordance with Licensee's listing policy, which policy may vary by geographic location and from time to time, in Licensee's sole discretion;
 - (e) subject to Section 3.4(f), may exclude from the Services any name provided as part of Licensor's Listing if such name is, in Licensee's sole discretion, contrary to Licensee's listing policy, obscene, or otherwise contrary to law;
 - (f) shall treat, to a commercially and operationally reasonable extent, all Listings of the same type in the same manner regardless of whether the listings are

Licensor's Listings, listings obtained from other Local Exchange Carriers, or Licensee's own listings; and,

- (g) may assume that the telephone service associated with a Listing is operational upon Licensee's receipt of the Listing, unless Licensor expressly informs Licensee otherwise in accordance with the BLIF Document.

4.0 PROVISION OF LISTINGS

- 4.1 Licensor agrees that BLIF will be in a format conforming with the specifications set out in the BLIF Document.
- 4.2 Listings will be provided by Licensor at intervals mutually agreed to from time to time by Licensee and Licensor .
- 4.3 Other than when an unusually high volume of Listings is received exceeding Licensee's normal processing abilities or when Licensee is closing a Telephone Directory for publication, Licensee shall process 90% of the Listings received from Licensor within two (2) Business Days, or within some other period of time mutually agreed upon by the parties.
- 4.4 Licensee shall acknowledge receipt of the Listings in accordance with the specifications set out in the BLIF Document and will provide an Acknowledgment File to Licensor for the BLIF.
- 4.5 Under no circumstances shall the Listings be deemed to be accepted in their form by Licensee solely upon the delivery of such Listings by Licensor to Licensee pursuant to this Agreement.

5.0 FEES & BILLING

- 5.1 Licensee shall pay Licensor for the Listings in accordance with the rates, terms and conditions set out in the BLIF Tariff. This paragraph shall survive termination of this Agreement.
- 5.2 Licensor may bill Licensee for the BLIF Master coincident with the delivery of the BLIF Master.

5.3 Licensor shall bill for BLIF Updates on a monthly basis. The quantity of Listings for which Licensor shall bill each month is the sum of all Listings accepted by Licensee in Acknowledgment File(s) in the previous month.

6.0 OWNERSHIP

6.1 Subject to the rights granted to Licensee pursuant to this Agreement, all right, title and interest in and to the Listings and all related materials are, and shall at all times remain, the sole and exclusive property of Licensor.

7.0 PROTECTION OF THE LISTINGS AND OTHER INFORMATION

7.1 Licensee acknowledges that use of the Listings and/or of Confidential Information relative to the Disclosing Party's End-Customer in any manner inconsistent with the terms and conditions of this Agreement and/or the Commission's existing and future regulatory requirements designed to protect customer privacy may constitute a material breach of this Agreement, and may infringe upon the privacy of customers whose information is contained in the Listings.

7.2 Licensee will take all necessary steps to protect and safeguard the Listings from unauthorized disclosure and shall take all necessary steps to ensure that no unauthorized Person has access to the Listings.

7.3 Licensee and Licensor agree that all Confidential Information received by one party (the "Receiving Party") from the other party (the "Disclosing Party") is proprietary to the Disclosing Party. The Receiving Party shall protect such Confidential Information from distribution, disclosure or dissemination to any Person except its employees or contractors with a need to know such Confidential Information in conjunction with this Agreement, except as otherwise authorized by the Disclosing Party in writing and as consistent with Section 7.1 of this Agreement. The Receiving Party shall advise such employees and/or contractors of the provisions of this Section 7, and such employees or contractors will use the Confidential Information only for such purpose for which it was provided under this Agreement.

7.4 Notwithstanding Section 7.3 of this Agreement, Licensee and Licensor agree that the Receiving Party will not have an obligation to protect any portion of Confidential Information which:

- (a) is made publicly available lawfully by a Person other than a party to this Agreement;

- (b) is lawfully obtained from any source other than the Disclosing Party;
- (c) is previously known by the Receiving Party without an obligation to keep it confidential; or,
- (d) is released to the public by the Disclosing Party in writing.

7.5 Licensee and Licensor agree that each party will make copies of Confidential Information received from the other party only as necessary for its use under the terms of this Agreement, and each such copy will be marked with the same proprietary notices as appear on the originals. All copies of Confidential Information shall be protected to the same extent and in the same manner required by this Section 7 regarding Confidential Information.

7.6 Licensee and Licensor agree to use the Confidential Information solely in support of this Agreement and for no other purpose, and to return any and all Confidential Information, including all copies, to the Disclosing Party when the Confidential Information is no longer required in support of this Agreement.

7.7 Notwithstanding any other Section in this Agreement, Licensee shall not disclose Listings to any Person in any manner which would disclose to such Person the LEC associated with the Listing.

7.8 Each party agrees that an impending or existing violation of any provision of this Section 7 would cause the other irreparable injury for which it would have no adequate remedy at law, and agrees that such other party shall be entitled to obtain immediate injunctive relief to prohibit such violation, in addition to any other rights and remedies available to it.

7.9 This Section 7 shall survive termination of this Agreement.

8.0 LIMITATIONS OF LIABILITY

8.1 Except as expressly provided in this Agreement, Licensor makes no representation or warranty to the Licensee in relation to the Listings, their comprehensiveness, adequacy, accuracy, or suitability for any purpose.

8.2 Except as expressly provided in this Agreement, Licensor shall not be liable in contract, tort, strict liability or otherwise, to Licensee for any loss, claim, liability, cost, expense or damage arising from the use of the Listings, howsoever and whenever caused.

- 8.3 Subject to Sections 8.4 and 8.5, and without limiting the generality of Section 3.1, neither party shall be liable to the other party for any indirect, special or consequential damages which that other party may suffer in connection with the Listings provided under, or used in accordance with, this Agreement, even if the party has been advised of the possibility of any loss, claim, liability, cost, expense or damage.
- 8.4 Notwithstanding any other provision of this Agreement, Licensor agrees to indemnify and hold harmless Licensee:
- (a) from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by or on behalf of any End-Customer or any other Person arising from an error or omission in the Listings provided to Licensee, made by Licensor due to negligence or otherwise, whether or not the error or omission is with regard to a name, address, telephone number or Listing Mark, provided that Licensor's liability under this indemnity shall not exceed the lesser of:
 - (i) the sum of \$1,000.00; or,
 - (ii) the maximum amount for which Licensor could be held liable, pursuant to Licensor's applicable terms and conditions of service, to its own customers or any other Person for a similar error or omission in its own customers' listings; and,
 - (b) without any limitation, from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by any Person arising from an error, omission, inclusion, alleged infringement, or unauthorized or improper use, due to negligence or otherwise, by the Licensor, of any of the Licensee's Marks.
- 8.5 Notwithstanding any other provision of this Agreement, Licensee agrees to indemnify and hold harmless Licensor:
- (a) from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by or on behalf of any End-Customer or any other Person arising from an error or omission in the Listings made by Licensee due to negligence or otherwise, whether or not the error or omission is with regard to a name, address, telephone number or Listing Mark, provided that Licensee's liability under this indemnity shall not exceed the lesser of:
 - (i) the sum of \$1,000.00; or,
 - (ii) the maximum amount for which Licensee could be held liable, pursuant to Licensee's applicable terms and conditions of service, to its

own customers or any other Person for a similar error or omission in its own customers' listings; and,

- (b) without any limitation, from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by any Person arising from an error, omission, inclusion, alleged infringement, or unauthorized or improper use, due to negligence or otherwise, by the Licensee, of any of the Licensor's Marks.

8.6 Notwithstanding any other provision hereof, each of Licensor and Licensee agrees that liability of the Receiving Party of Confidential Information is not limited under this Agreement for unauthorized use or disclosure of such Confidential Information by the Receiving Party.

8.7 Licensor agrees that, in Licensor's terms and conditions of service with Licensor's End-Customers, Licensor shall limit Licensee's liability with respect to any errors or omissions in the subscriber listings of Licensor's End-Customers, made by Licensee, due to negligence or otherwise, whether or not the error or omission is with regard to a name, address, telephone number or Listing Mark, to the same extent Licensor limits its own liability for similar errors or omissions in the subscriber listings of its own End-Customers made by Licensor; provided that if the Licensor does not limit its own liability to at least a reasonably prudent level with respect to any such errors or omissions, then Licensor shall limit Licensee's liability with respect to any such errors or omissions to at least a level that would be reasonably prudent for any such errors or omissions.

8.8 This Section 8 shall survive termination of this Agreement.

9.0 TERMINATION RIGHTS

9.1 Licensee shall have the right to terminate this Agreement at any time by giving written notice to Licensor at least ninety (90) days in advance of the effective date of such termination.

9.2 Licensor shall have the right to terminate this Agreement upon ten (10) days prior written notice if Licensee has breached any of its material obligations hereunder, and Licensee has failed to cure such default within thirty (30) days of receipt of a written notice sent from Licensor describing the nature of the default.

9.3 Either party (the "Non-Defaulting Party") may terminate this Agreement upon ten (10) days prior written notice to the other party (the "Insolvent Party"), which notice shall specify the effective date of termination, if:

- (a) the Insolvent Party becomes insolvent,
- (b) insolvency or bankruptcy proceedings are initiated against the Insolvent Party,
- (c) the Insolvent Party transfers or makes an assignment of its property in favour of its creditors,
- (d) the property of the Insolvent Party is placed under receivership or sequestration or is subject to liquidation, or
- (e) the Insolvent Party ceases to carry on business in the ordinary course.

9.4 In the case of termination under this Section 9, any amounts due to Licensor pursuant to this Agreement by Licensee shall immediately become due and payable.

9.5 The termination of this Agreement shall not relieve Licensee of its obligation to pay any amounts due to Licensor and shall not deprive Licensor of any of the rights, remedies or actions that may accrue to it up to and including the effective date of termination.

9.6 Upon the effective date of termination of this Agreement, Licensee shall forthwith discontinue the use of the Listings and shall protect the Listings from any unauthorized use. Further, Licensee shall, within thirty (30) days or such other period as may be agreed upon by the parties hereto, either:

- (a) destroy all Listings received from Licensor, to the extent those Listings can reasonably be destroyed, and certify to Licensor such destruction in a form satisfactory to Licensor acting reasonably, or
- (b) return all Listings to Licensor, to the extent those Listings can reasonably be returned,

whichever is mutually agreed by the parties on termination of this Agreement, and this requirement applies to all originals and all copies of such Listings, in whole or in part, including partial copies and modifications, and any related materials received by Licensee from Licensor or made by Licensee.

9.7 Within thirty (30) days of the effective date of termination of this Agreement, or such other period as may be agreed upon by the parties hereto, both parties shall:

- (a) destroy all Confidential Information received from the other party and certify to the other party such destruction in a form satisfactory to the other party acting reasonably, or

(b) return all Confidential Information to the other party,

whichever is mutually agreed by the parties on termination of this Agreement, and this requirement applies to all originals and all copies of such Confidential Information, in whole or in part, including partial copies and modifications, and any related materials received by each party from the other or made by each party.

9.8 This Section 9 shall survive termination of this Agreement.

10.0 Notices

10.1 Any notice, communication, request, demand or other document required or permitted to be given, sent or delivered hereunder by one party to the other shall be in writing and shall be given, sent or delivered to the party entitled or required to receive it:

(a) by registered mail, express delivery service, postage prepaid, mailed in Canada, and addressed as follows:

In the case of Licensor: (Name)
(Address)
(City, Province)
(Postal Code)
(Telephone Number)
(Facsimile Number)
e-mail:
Internet address:
Attention:

In the case of Licensee: (Name)
(Address)
(City, Province)
(Postal Code)
(Telephone Number)
(Facsimile Number)
e-mail:
Internet address:
Attention:

or to such other or additional address as either the party entitled or required to receive a notice, communication, request, demand or other document, has, by

notice given in accordance with this Section 10 communicated to the other party;

- (b) by facsimile transmission to its facsimile number shown in Section 10.1(a); or,
- (c) by electronic mail to its Internet address shown in Section 10.1(a).

10.2 Notices provided in accordance with this Section will be deemed given, sent or delivered as of the earlier of:

- (a) if sent by registered mail or postage prepaid mail in accordance with Section 10.1(a), on the fourth (4) Business Day following the date of mailing unless at any time between the date of mailing and the seventh (7) day thereafter there is a discontinuance or interruption of regular postal service, whether due to a strike or lockout or work slowdown affecting postal service at the point of dispatch or delivery or intermediate point, in which case the same shall be deemed to have been given, sent or delivered and actually received in the orderly course of the mails, allowing for discontinuance or interruption of regular postal service;
- (b) if sent by express delivery service in accordance with Section 10.1(a) at the end of the Business Day next following the date of forwarding; or,
- (c) if sent by facsimile in accordance with Section 10.1(b), or electronically in accordance with Section 10.1(c), on the Business Day next following the date of transmission.

11.0 Publicity and Use of Trademarks or Service Marks

11.1 Neither party nor its subcontractors or agents shall use the other party's Marks in any advertising, press releases, publicity matters, or other promotional materials or otherwise without such party's prior written consent which may be withheld in that party's sole discretion.

12.0 Record Retention

12.1 Except as otherwise required by law or agreed to in writing, each party shall maintain all books, records, contracts, instruments, data and other documents, including all accounting records, and any other information that may be stored on any computer medium (collectively, the "Records"), relating to the performance of its obligations under this Agreement for a minimum period which shall be the greater of:

- (a) twelve (12) months (except for mechanized Records which shall be kept for two (2) months); or,
- (b) each party's existing corporate records retention policy, if any.

13.0 PRINCIPLES OF INTERPRETATION

13.1 For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though the said provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) No presumption shall operate in favour or against any party as a result of any responsibility that any party may have had for drafting this Agreement.
- (e) This Agreement, and its performance, shall be subject to all applicable statutes regulations and regulatory approvals as the case may be.

14.0 WAIVER

14.1 No term or condition of this Agreement may be waived by either party without the express written consent of the other, and forbearance or indulgence by a party in any regard whatsoever or the failure of either party to enforce any of its rights under this Agreement or to give notice to the other party of the breach of any provision of this Agreement shall not constitute that party's waiver and shall not deprive the party of the right thereafter to insist on strict adherence to any term or condition of this Agreement. No consent or waiver shall be effective unless made in writing by an authorized representative of the party.

15.0 COUNTERPARTS AND FACSIMILE

- 15.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties all signed the same document. All counterparts will be construed together and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and, if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered and executed one original Agreement.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement (which includes all documents referred to or incorporated by reference herein) cancels, replaces and supersedes as of its Effective Date, all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

17.0 SUCCESSORS AND ASSIGNS

- 17.1 This Agreement shall not be assigned, sublet or transferred in whole or in part, by either party without the express prior written consent of the other which shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, and shall endure to the benefit of, the parties and their respective successors and permitted assigns.

18.0 FORCE MAJEURE

- 18.1 Neither Licensor nor Licensee shall be liable to the other for any delay or failure in performance hereunder due to and including without limitation, fires, floods, war, storms, work stoppages, strikes, lock-outs, slow-downs and similar labour disruptions, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes and circumstances which are beyond the reasonable control of the party delayed or unable to perform. If

an excused performance occurs, the party delayed or unable to perform shall give immediate notice to the other party.

19.0 PRIOR APPROVALS

19.1 This Agreement is subject to any required regulatory approvals being obtained and maintained.

19.2 If the CRTC exercises its forbearance powers under the *Telecommunications Act* such that the BLIF Tariff no longer applies with respect to the provision of Listings contemplated by this Agreement, all documents incorporated into this Agreement by reference are deemed to be an integral part of this Agreement in the form in which they exist immediately prior to such forbearance taking effect, and this Agreement shall continue in full force and effect notwithstanding such forbearance.

20.0 LANGUAGE

20.1 This Agreement has been prepared and drawn up in English at the express wish of the parties. Le présent contract a été préparé et rédigé en anglais à la demande expresse des parties.

21.0 BREACH

21.1 In the event of a breach, or threatened breach, of any of the provisions of this Agreement, the parties agree that the harm suffered by the injured party would not be compensable by monetary damages alone and, accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach.

22.0 CONFLICT

22.1 Where any conflict may be found to exist between this Agreement and the BLIF Tariff, the BLIF Tariff shall be deemed to express the intent of the parties to this Agreement and shall prevail to the extent necessary to resolve the conflict.

23.0 Governing Law

23.1 This Agreement will be governed by and construed in accordance with the laws of the Province chosen by Licensor, in its sole discretion, which chosen Province is:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives effective on the date appearing above:

(LICENSOR)

(LICENSEE)

Per: _____

Per: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____