

TELEPHONE DIRECTORY PUBLISHING AGREEMENT

THIS PUBLISHING AGREEMENT made and entered into this ___ day of ____, 2010 (the "Effective Date") by and between American Samoa Telecommunications Authority ("ASTCA"), a quasi- Government Authority, and Pago Pago Consultants ("PPC") a sole proprietorship duly registered and licensed to do business in American Samoa.

WITNESSETH

WHEREAS ASTCA is engaged in the business of providing telecommunications services to the Territory of American Samoa):

WHEREAS PPC is engaged in the design and publication of various items. including the past 6 editions of the American Samoa Telephone Directory; and

WHEREAS ASTCA desires that PPC produce telephone directories based, in part, on listings provided by ASTCA.

NOW THEREFORE in consideration of the mutual covenants herein contained. and other good and valuable consideration, the parties hereto mutually agree as follows:

- 1.1 ASTCA hereby appoints PPC as ASTCA's exclusive partner in the Territory, for purposes of producing telephone directories and grants PPC the exclusive right to promote, market, and sell the advertising in said telephone directories.
- 1.2 PPC accepts such appointment and agrees to use its commercially reasonable efforts to produce said telephone directories each year. in a quality standard consistent with good telephone directory publishing standards as exemplified by the past six publications.
- 1.3 ASTCA shall provide listings for the telephone directories and certify the accuracy of these listings at the time they are provided, such listings to be supplied in digital format acceptable for use by PPC. (See Attachment A)
- 1.4 PPC shall provide and pay for all costs of production including sale and production of advertisements, layout and composition, of directory pages, printing and binding of the directory, billing and collection of all charges for advertising and payment for printing and other production costs for a quantity of books be determined each year as specified in Attachment A. (Also see Attachment B)
- 2.1 PPC or its designees or assignees shall own the publication and all agreements connected with it and have the right at their sole discretion to transfer or otherwise amend ownership of the publication.
- 2.2 Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party.
- 2.3 The provisions of this Agreement shall be construed and the performance thereof governed in accordance with the laws of the Territory of American Samoa.

IN WITNESS THEREOF, the parties. Intending to be legally bound. do hereby execute this agreement.

American Samoa Telecommunications Authority

Pago Pago Consultants

Attachment A

Responsibilities of ASTCA

This attachment is in support and clarification of the document titled Telephone Directory Publishing Agreement. All items in this attachment become a part of said contract.

1. ASTCA shall announce to PPC a count of all listings. within plus or minus 10% accuracy, no later than 180 days prior to target publication date.
 - The purpose of this count is to facilitate planning of the book size and quantities required, all of which impacts advertising rates,
 - It is understood that each paid telephone subscription is entitled to one book with some additional books required by government and business offices.
 - A list of these additional requirements will be produced by ASTCA and presented to PPC at the same time as the listing count.
 - Any books in addition to those determined by ASTCA to be allotted to each subscriber shall be sold at a price to be determined each year but not less than \$5.00 for each additional book.
 - The total quantity of books required each year shall be determined by adding together the total number of subscriber numbers with the additional requirements of business and government offices.
2. ASTCA shall provide listings to PPC in an acceptable digital format such as CSV or MS Excel. These listings shall be divided into four groups including:
 - "General Information" (brown pages), shall be limited to 30 pages.
 - "Telephone Subscribers" (white pages), will include Name, Village (subscriber location) and Number
 - "Cellular Phone Subscribers" (green pages), postpaid only, will include Name and Number
 - "Government Offices" (brown pages). will include all Local and Federal Offices
 - "Commercial Accounts" (yellow pages), will include all commercial listings.
3. ASTCA shall proofread their listings for accuracy and sign off on proofs prior to printing within 5 working days of receipt of said proofs.
4. ASTCA shall receive, warehouse and distribute all books assigned to ASTCA.
 - A distribution plan will be provided to and approved by PPC whereby books are delivered directly to all
 - A log will be maintained to confirm delivery of books to each telephone subscriber.
 - Within two months of delivery of the books to ASTCA, ASTCA shall certify that each telephone subscriber has received or, at a minimum, been offered a book.
5. ASTCA shall verify the accuracy of all Government listings each year and organize these listings by department.
 - The Government section shall be titled "Local and Federal Government"
 - Each department will have a heading and be placed alphabetically by the department name excluding any irrelevant prefixes such as ..Department of' and including identifying prefixes such as ..AS" or "US".
 - All Federal or US offices shall be grouped under a master heading of "United States Government Offices"
 - Facsimile lines shall be clearly defined.
 - Data lines shall be excluded from the listings.

Attachment B

Responsibilities of Pago Pago Consultants

This attachment is in support and clarification of the document titled Telephone Directory Publishing Agreement. All items in this attachment become a part of said contract.

1. PPC shall respond to the ASTCA's announcement of listing quantities and additional requirements within 10 working days with an acceptance to produce the next telephone directory and
 - specifying deadlines for receiving final listings
 - specifying a target delivery date for the completed book.
2. PPC shall sell advertising, bill advertisers for their advertising and be responsible for collection of all moneys due PPC.
 - Advertising sales and production will be entirely independent of ASTCA and the sales contract form will specifically hold ASTCA harmless from any disputes arising from advertising content.
 - Advertisers will be required to show acceptance of ad proofs prior to placement.
3. PPC shall complete pre-press production at least 10 weeks prior to the target delivery date and notify ASTCA that pre-press production is complete.
4. PPC will send digital files of the completed book to the printer at least 10 weeks prior to the target delivery date.
5. The printer will return pre-press proofs to PPC for a final acceptance prior to printing. whereupon PPC and ASTCA will accept the proofs and return accepted proofs back to the printer with each page bearing an indication of acceptance in the form of an initial or a stamp
6. The printer will print the book and send to PPC five bound copies of the completed book for approval prior to continuing with the binding process. This is the final opportunity for PPC to find any errors and take action to correct these errors before the book is bound and shipped. Acceptance of this proof can be done electronically.