Exhibit 10.56  
  
 ADVERTISING AGREEMENT  
  
 THIS ADVERTISING AGREEMENT, executed as of this 19th day of November,  
1999, is among Advanced Communications Group, Inc., a Delaware corporation  
("ACG"), and Ionex Telecommunications, Inc., a Delaware corporation ("Ionex").  
  
 RECITAL  
  
 A. ACG owns all of the issued and outstanding shares of common stock of  
Xxxxx Long Distance Service, Inc., a Kansas corporation, Firstel, Inc., a South  
Dakota corporation, Telecom Resources, Inc., a Texas corporation, and Value-line  
of Longview, Inc., a Texas corporation (collectively, the "CLECs").  
  
 B. Pursuant to a Stock Purchase Agreement dated as of July 14, 1999 and  
the First Amendment to the Stock Purchase Agreement of even date herewith, (the  
"Stock Purchase Agreement") among Compass Telecommunications, Inc. (now known as  
Ionex Telecommunications, Inc.), ACG and the CLECs, ACG wishes to sell, and  
Ionex wishes to buy, all of the issued and outstanding shares of common stock of  
the CLECs owned by ACG.  
  
 C. ACG owns all the issued and outstanding shares of Great Western  
Directories, Inc., a Texas corporation ("GWD"), and owns and operates the  
website known as XxxxxXxxxx.xxx ("WorldPages").  
  
 AGREEMENT  
  
 NOW, THEREFORE, in consideration of the foregoing and the mutual  
covenants, agreements and warranties herein contained, the parties agree as  
follows:  
  
 1. ADVERTISEMENTS.  
  
 1.1 INTERNET ADVERTISEMENTS. For the term of this Agreement,  
ACG shall cause GWD and/or WorldPages to maintain in its Internet directory a  
prominent banner advertisement (hereinafter referred to as the "Web Ad")  
containing information to be furnished periodically by Ionex. GWD will maintain  
the banner advertisement at no charge to Ionex. Ionex may obtain from GWD and/or  
WorldPages, at market rates to be agreed upon by ACG and Ionex, market by market  
or product by product customization of such information.  
  
 The Web Ad shall contain a hypertext link to the Ionex web  
site. The Web Ad shall appear in all 3,000 directories (in a prominent place,  
i.e., in the top center) in each of six product/service categories which shall  
be selected by Ionex. In addition to the six product/service categories  
referenced in the preceding sentence, at Ionex's request, and expense, either  
GWD or WorldPages shall cause the Web Ad to appear in additional product/service  
categories at a the cost of $6,000 per additional product/service category.  
  
 1.2 YELLOW PAGES ADVERTISEMENTS. For the term of this  
Agreement and at no cost to Ionex, GWD shall publish (a) one full tabbed page  
(consisting of the back side of the tab)  
  
  
  
  
  
and the facing page as furnished by Ionex and (b) box advertising which is at  
least equal to the largest advertisement in the category (and, in any event,  
no smaller than 2QC) as furnished by Ionex in each of six product/service  
categories to be selected by Ionex (the pages referenced in (a) and (b) above  
being together, the "Advertising Pages"). If requested, GWD shall provide  
additional pages at a reasonable cost to Ionex. The forward text or tabbed  
information portion of the Advertising Pages shall appear before the  
"telephone companies" portion of the yellow pages text of the telephone  
directories.  
  
 1.3 GWD ADVERTISING TERRITORY. GWD shall publish the  
Advertising Pages in each market where, as of the date hereof, (a) GWD or  
WorldPages distributes print directories and (b) and any of the CLECs have  
customers (the "Territory"). The Territory may be expanded by mutual agreement  
of the parties hereto.  
  
 1.4 CONTENT OF ADVERTISEMENTS. The Web Ad and the Advertising  
Pages shall contain information describing Ionex's and its subsidiaries'  
communications services, including, but not limited to, long distance telephone  
services, local telephone services, Internet access services, conference calling  
services, fax services and cellular telephone services available to prospective  
Ionex customers, as well as information on how to use and order such services.  
Ionex must obtain ACG's approval, which shall not be unreasonably withheld or  
denied by ACG, of all content to be placed in the Web Ad and on the Advertising  
Pages.  
  
 2. LIMITATION OF LIABILITY.  
  
 2.1 LIMITATION OF LIABILITY GENERALLY. IN NO EVENT SHALL ACG  
OR GWD BE LIABLE TO IONEX, ANY READER OF THE ADVERTISING PAGES, OR ANY END-USER  
OF THE WEB AD FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA (IN THE CASE  
OF THE WEB AD), INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR OTHER SIMILAR  
DAMAGES ARISING OUT OF THE FAILURE OF ACG OR GWD TO MEET ITS OBLIGATIONS UNDER  
THIS AGREEMENT.  
  
 2.2 NO WARRANTY. NEITHER ACG NOR GWD MAKE ANY WARRANTIES  
HEREUNDER, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OR MERCHANTABILITY  
OR FITNESS FOR A PARTICULAR PURPOSE). NEITHER ACG NOR GWD REPRESENT OR WARRANT  
THAT THE CONTENT OF THE ADVERTISING PAGES AND THE WEB AD WILL BE ERROR-FREE OR  
UNINTERRUPTED, AND IONEX UNDERSTANDS AND ACKNOWLEDGES IN CONNECTION WITH THE WEB  
AD THAT FOR MAINTENANCE PURPOSES OR FOR OTHER CAUSE, WHETHER INTENTIONAL OR  
ACCIDENTAL, THE WEBSITE AND DATABASE MAINTAINED BY GWD MAY BE INACCESSIBLE OR  
UNUSABLE FROM TIME TO TIME.  
  
 2.3 ERRORS IN ADVERTISEMENT CONTENT. In the event that Ionex's  
information in the Web Ad or on the Advertising Pages contains errors or  
omissions, GWD will take such reasonable steps to correct such errors or  
omissions upon receipt of written notice from Ionex.  
  
 2.4 FORCE MAJEURE. Neither ACG nor GWD shall be liable to  
Ionex for any claims, damages, losses or expenses arising out of the  
non-performance of any of either ACG's  
  
  
  
  
  
or GWD's obligations under this Agreement if such claims, damages, losses or  
expenses are due to computer and associated equipment outages, acts or  
omissions of any common carrier in the provision of regulated common carrier  
services, telecommunications disruptions, outages, failures, downtime and/or  
delays in processing information due to causes other than the negligence of  
ACG or GWD, fire, explosion, earthquake, lightning, pest damage, power surges  
or failures, water, acts of God, the elements, civil disturbances, acts of  
civil or military authorities or of the public enemy, strikes or labor  
disputes.  
  
 3. INDEMNIFICATION. IONEX SHALL INDEMNIFY AND HOLD HARMLESS ACG AND  
GWD, THEIR EMPLOYEES, THEIR SUBSIDIARIES, AND THEIR SUBSIDIARIES' EMPLOYEES FROM  
AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING REASONABLE  
ATTORNEYS' FEES) ARISING FROM THE CONTENT OF OR OUT OF THE USE OF THE  
ADVERTISING PAGES OR THE WEB AD. NOTWITHSTANDING THE FOREGOING, HOWEVER, IONEX  
SHALL HAVE NO OBLIGATION TO INDEMNIFY EITHER ACG OR GWD AGAINST ANY CLAIMS,  
DAMAGES, LOSSES OR EXPENSES IN CONNECTION WITH THE ADVERTISING PAGES OR THE WEB  
AD ARISING FROM, AND TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT  
OF EITHER ACG OR GWD, THEIR EMPLOYEES, THEIR SUBSIDIARIES, AND THEIR  
SUBSIDIARIES' EMPLOYEES OR FOR ANY OTHER LIABILITY, LOSS OR DAMAGE ACG OR GWD  
MIGHT SUFFER AS A RESULT OF ACG'S OR GWD'S BREACH OF THIS AGREEMENT.  
  
 4. TERM.  
  
 4.1 TERM. This Agreement shall commence on the Closing Date  
(as defined in the Stock Purchase Agreement), and shall continue (a)  
regarding the Web Ad, for five (5) years, and (b) regarding the Advertising  
Pages, until the date of publication and distribution of the fifth annual  
edition from the Closing Date of every telephone directory containing the  
Advertising Pages published by GWD in the Territory.  
  
 4.2 TERMINATION FOR BREACH. Notwithstanding the foregoing  
provision, this Agreement may be terminated by the non-breaching party upon the  
material breach by ACG or Ionex of this Agreement, provided that the  
non-breaching party has provided the breaching party fifteen (15) days' prior  
written notice of the non-breaching party's intention to terminate this  
Agreement and the breaching party has failed to cure such breach within such  
period. The termination of this Agreement by a party by reason of a material  
breach by the other party shall not relieve such other party of any of its  
obligations accrued under this Agreement before the effective date of such  
termination or of any liability for breach of this Agreement.  
  
 4.3 SURVIVAL OF CERTAIN PROVISIONS. SECTIONS 3 and 4 shall  
survive the termination of this Agreement.  
  
 5. MISCELLANEOUS.  
  
 5.1 AMENDMENT. This Agreement may be amended, modified or  
supplemented, but only in writing executed by each of the parties hereto.  
  
 5.2 NOTICES. Any notice, request, instruction or other  
document to be given hereunder by a party hereto shall be in writing and shall  
be deemed to have been given (a) when received if given in person or by courier  
or a courier service, (b) on the date of transmission if  
  
  
  
  
  
sent by telex, facsimile or other wire transmission or (c) six (6) business  
days after being deposited in the U.S. mail, certified or registered mail,  
postage prepaid:  
  
 (a) If to ACG, addressed as follows:  
  
 Advanced Communications Group, Inc.  
 Xx. Xxxxxxx X. Xxxxx  
 000 Xxxxx Xxxxx Xxxx Xxxx  
 Xxxxxxxxxxxx, XX 00000  
 Facsimile No.: (000) 000-0000  
  
 with a copy to:  
  
 Xxxxxxxxx Xxxxxxx Xxxxx Xxxxxx, LLP  
 000 Xxxxx Xxxxxx, 00xx Xxxxx  
 Xx. Xxxxx, XX 63 101  
 Attention: Xxxxxxx X. Xxxxxx  
 Facsimile No.: (000) 000-0000  
  
 (b) If to Ionex, addressed as follows:  
  
 Ionex Telecommunications, Inc.  
 0000 Xxxxxxxx Xxxxxxx  
 Xxxxx 0000  
 Xxxxxx, XX 00000  
 Attention: Xxxx X. Xxxxxx  
 Facsimile No.: (000) 000-0000  
  
 with a copy to:  
  
 Xxxxx, Xxxxx & Xxxxx  
 000 Xxxxx XxXxxxx Xxxxxx  
 Xxxxxxx, XX 00000  
 Attention: Xxxx X. Xxxxx  
 Facsimile No.: (000) 000-0000  
  
or to such other individual or address as a party hereto may designate for  
itself by notice given as herein provided.  
  
 5.3 WAIVER. The failure of a party hereto at any time or  
times to require performance of any provision hereof shall in no manner  
affect its right at a later time to enforce the same. No waiver by a party of  
any condition or of any breach of any term, covenant, representation or  
warranty contained in this Agreement shall be effective unless in writing,  
and no waiver in any one or more instances shall be deemed to be a further or  
continuing waiver of any such condition or breach in other instances or a  
waiver of any other condition or breach of any other term, covenant,  
representation or warranty.  
  
  
  
  
  
  
 5.4 COUNTERPARTS. This Agreement may be executed in one or  
more counterparts, each of which when so executed shall be deemed an original,  
but all of which together shall constitute one and the same instrument.  
  
 5.5 INTERPRETATION. The headings preceding the text of the  
Sections included in this Agreement are for convenience only and shall not be  
deemed part of this Agreement or be given any effect in interpreting this  
Agreement. The use of the masculine, feminine or neuter gender herein shall not  
limit any provision of this Agreement. The use of the terms "including" or  
"include" shall be in all cases herein mean "including, without limitation" or  
"include, without limitation," respectively.  
  
 5.6 APPLICABLE LAW. This Agreement shall be governed by and  
construed and enforced in accordance with the internal laws of the State of  
Delaware without giving effect to the principles of conflicts of laws thereof  
  
 5.7 ASSIGNMENT. This Agreement shall be binding upon and inure  
to the benefit of the parties hereto and their respective successors and  
permitted assigns; PROVIDED, HOWEVER, that no assignment of any rights or  
obligations shall be made by any party hereto without the written consent of the  
other party hereto, which shall not be unreasonably withheld or denied.  
  
 5.8 NO THIRD PARTY BENEFICIARIES. This Agreement is solely for  
the benefit of the parties hereto and, to the extent provided herein, their  
respective successors, affiliates, directors, officers, employees, agents and  
representatives, and no provision of this Agreement shall be deemed to confer  
upon other third parties any remedy, claim, liability, reimbursement, cause of  
action or other right.  
  
 5.9 ENTIRE UNDERSTANDING. This Agreement set forth the entire  
agreement and understanding of the parties hereto and supersedes any and all  
prior agreements, arrangements and understandings among the parties.  
  
 5.10 JURISDICTION OF DISPUTES: WAIVER OF JURY TRIAL. In the  
event either party to this Agreement commences any litigation, proceeding or  
other legal action in connection with or relating to this Agreement or any  
matters described or contemplated herein, with respect to any matters described  
or contemplated herein, the parties to this Agreement hereby (a) agree under all  
circumstances absolutely and irrevocably to institute any litigation, proceeding  
or other legal action in a court of competent jurisdiction located within the  
city of Dallas, Texas, whether a state or federal court, (b) agree that in the  
event of any such litigation, proceeding or action, such parties will consent  
and submit to personal jurisdiction in any such court described in clause (a) of  
this Section and to service of process upon them in accordance with the rules  
and statutes governing service of process (it being understood that nothing in  
this Section shall be deemed to prevent any party from seeking to remove any  
action to a federal court in Dallas, Texas), (c) agree to waive to the full  
extent permitted by law any objection that they may now or hereafter have to the  
venue of any such litigation, proceeding or action in any such court or that any  
such litigation, proceeding or action was brought in an inconvenient forum, (d)  
designate, appoint and direct CT Corporation System as its authorized agent to  
receive on its behalf service of any and all process and documents in any legal  
proceeding in the State of Texas, (e) agree to notify the  
  
  
  
  
other party to this Agreement immediately if such agent shall refuse to act,  
or be prevented from acting, as agent and, in such event, promptly to  
designate another agent in the City of Dallas, Texas, satisfactory to ACG and  
Ionex, to serve in place of such agent and deliver to the other party written  
evidence of such substitute agent's acceptance of such designation; (f) agree  
as an alternative method of service to service of process in any legal  
proceeding by mailing of copies thereof to such party at its address set  
forth herein for communications to such party, (g) agree that any service  
made as provided herein shall be effective and binding service in every  
respect; and (h) agree that nothing herein shall affect the rights of any  
party to effect service of process in any other manner permitted by Law.  
  
EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN  
CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR  
CONTEMPLATED HEREIN, AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY OR  
APPROPRIATE TO EFFECT SUCH WAIVER.  
  
  
  
  
 (The remainder of this page is left intentionally blank.)  
  
  
  
  
  
  
  
 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
executed and delivered as of the date first above written.  
  
  
 ADVANCED COMMUNICATIONS GROUP, INC.  
  
  
 By: /s/ Xxxxxxx X. X'Xxxx  
  
 Name: Xxxxxxx X. X'Xxxx  
  
 Title: Chairman and Acting  
 Chief Executive Officer  
  
  
 IONEX TELECOMMUNICATIONS, INC.  
  
  
 By: /s/ R.C. Xxxx Xxxxx  
  
 Name: R.C. Xxxx Xxxxx  
  
 Title: Chief Executive Officer