

**DIRECTORY LIST LICENSE AGREEMENT**

**EXHIBIT E**  
**FORM OF**  
**LICENSE AGREEMENT**  
**FOR THE USE OF**  
**DIRECTORY PUBLISHER LISTS**  
**AND DIRECTORY DELIVERY LISTS**

THIS LICENSE AGREEMENT (this “**Agreement**”) is effective as of \_\_\_\_\_, 2002 (the “**Effective Date**”) by and between GPP LLC, a Delaware limited liability company (“**Client**”), and Qwest Corporation, a Colorado corporation (“**QC**”) (each a “**Party**” and together the “**Parties**”). For the purposes of this Agreement, the addresses of the Parties will be those listed in Section 21. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in Section 1.

FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

1. **DEFINITIONS**

The following definitions will apply within this Agreement.

“**Affiliate**” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) means the possession of the power to direct the management and policies of the referenced Person through ownership of 50% or more of the voting power or economic interests in the referenced Person.

“**Bankruptcy Code**” has the meaning set forth in the Publishing Agreement.

“**Change of Control**” means: (i) an acquisition by any Person or group of Persons of the voting stock of the referenced Person in a transaction or series of transactions, if immediately thereafter such acquiring Person or group has, or would have, beneficial ownership of more than 50% of the combined voting power of the referenced Person’s then outstanding voting stock, including any such acquisition by way of a merger, consolidation or reorganization (including under the Bankruptcy Code), or series of such related transactions, involving the referenced Person; or (ii) a sale, assignment or other transfer of all or substantially all of the referenced Person’s assets; or (iii) a confirmation of any plan of reorganization or liquidation under, or sale of assets pursuant to, the Bankruptcy Code, any out-of-court recapitalization or reorganization transaction or exchange offer, in any case in which more than fifty-one percent (51%) of such Person’s outstanding equity securities are issued in exchange for all or a significant portion of such Person’s outstanding debt or other securities, or a deed in lieu of foreclosure or any other remedy or right at law or contract by which substantially all of such Person’s equity securities or assets are surrendered, assigned or otherwise transferred to another Person.

“CLEC” means a competitive local exchange carrier.

“**Confidential Information**” means all information disclosed orally or in writing that is either (i) identified as such by QC, or (ii) which, due to its nature or the circumstances surrounding its disclosure, a reasonable recipient would conclude should be treated as confidential for purposes of this Agreement.

“**Customized Subscriber Lists**” means the Subscriber listing information described in Exhibit B.

“**Directory Delivery Lists**” means the Subscriber delivery listing information described in Exhibit C.

“**Directory Publisher Lists**” means the Subscriber listing information contained in the Subscriber List Database Load, Subscriber List Database Updates and Customized Subscriber Lists.

“**First Closing Date**” has the meaning set forth in the Publishing Agreement.

“**Governmental Entity**” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether Federal, state or local, domestic or foreign.

“LEC” means a local exchange carrier.

“**Loss**” means any cost, damage, disbursement, expense, liability, loss, obligation, penalty or settlement, including interest or other carrying costs, legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by the referenced Person; provided, however, that the term “Loss” will not be deemed to include any special, exemplary or punitive damages except to the extent such damages are incurred as a result of third party claims and are therefore a Party’s direct damages.

“**Person**” means an association, a corporation, an individual, a partnership, a limited liability company, a trust or any other entity or organization, including a Governmental Entity.

“**Publishing Agreement**” means that certain Publishing Agreement for Official Listings/Directories of even date herewith between the Parties.

“**Region**” means the territory comprised of the seven states of Arizona, Idaho, Montana, Oregon, Utah, Washington, and Wyoming, including any Service Areas (as defined in the Publishing Agreement) that extend beyond the Region by reason of being located on or near the border of the Region and included within the scope of an existing Primary Directory (as defined in the Publishing Agreement) otherwise principally directed within the Region.

“**Reseller**” means a reseller of local exchange service.

“**Second Closing Date**” has the meaning set forth in the Publishing Agreement.

“**Subscriber**” means any person or business that orders and/or receives local exchange telephone service from a provider of such services.

“**Subscriber List Database Load**” means the Subscriber listing information described in Exhibit A-1.

“**Subscriber List Database Updates**” means the Subscriber listing information described in Exhibit A-2.

“**Trademark License Agreement**” means that certain Trademark License Agreement of even date herewith between Qwest Communications International Inc. and Publisher.

## 2. GRANT AND SCOPE OF LICENSE

A. Subject to the terms and conditions of this Agreement, QC grants to Client a non-exclusive, non-transferable (except as specifically allowed in an Exhibit) restricted license, for Client’s use of the Directory Publisher Lists and Directory Delivery Lists solely as is expressly set forth in the appropriate Exhibit, subject to all restrictions set forth in this Agreement and any Exhibit hereto. In the event of an inconsistency between the provisions contained in the body of this Agreement and the provisions of any Exhibit, the provisions of the Exhibit control.

B. Listing information covered under this Agreement:

Exhibit A-1 – Subscriber List Database Load

Exhibit A-2 – Subscriber List Database Updates

Exhibit B - Subscriber List(s) (customized format)

Exhibit C - Directory Delivery Lists

C. Listing information will be ordered by Client using the Order Forms attached to the Exhibits to this Agreement. Client may submit additional or replacement Order Forms throughout the term of this Agreement in accordance with the terms contained in the applicable Exhibit and Order Form; provided that any additional or replacement Order Form will not become effective until signed by QC, which QC will not unreasonably withhold or delay.

## 3. TERM

Subject to Section 14, this Agreement will remain in effect for three (3) years after the Effective Date, unless earlier terminated as set forth below. Thereafter, this Agreement will automatically be renewed for additional eighteen (18) month terms until QC or Client terminates this Agreement by providing at least eighteen (18) months prior written notice to the other. Notwithstanding the preceding sentence, QC or Client may immediately terminate this Agreement upon the termination of the Publishing

Agreement. The termination of an order or this Agreement will not affect the obligations of either Party to the other Party that have accrued prior to the effective date of the termination.

#### 4. CHARGES FOR LISTS

Charges for the listing information provided under this Agreement will be pursuant to QC's Price Schedules in effect at the time an order is filled. Client will pay all federal, state or local sales, use, excise, gross receipts or other taxes or tax like fees imposed on or charged upon the sums payable hereunder. The Price Schedules in effect at the time this Agreement was made are attached hereto as Exhibit E. QC may, at any time and at its sole discretion modify prices or product descriptions; provided, however, that no increase in Price Schedules will become effective until after QC has provided Client with sixty (60) days prior written notice. QC reserves the right to require an advance payment for Client's license to use the information hereunder. If an advance payment is required, QC will notify Client upon receipt of Client's Order Form.

#### 5. PAYMENT AND LATE CHARGES

A. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of QC's invoice. Any amount not paid within thirty (30) days of the date of the applicable invoice will bear a late charge equal to the lesser of:

- (1) The highest interest rate (in decimal value) that is allowed by law compounded daily for the number of calendar days from the payment due date to and including the date that Client actually makes the payment to QC, or
- (2) 0.000454% per day compounded daily for the number of calendar days from the payment due date to and including the date that the Client actually makes the payment to QC, which yields an annual percentage rate of eighteen percent (18%).

B. Client will, within thirty (30) days of the receipt of the invoice, notify QC in writing in the event of any dispute relating to the invoice. Should the dispute not be resolved by the payment due date, Client will, notwithstanding the continuing existence of the dispute, pay the entire invoice amount in accordance with the terms defined in this Agreement. If QC's investigation regarding the dispute reveals that an adjustment is due Client, QC will make such adjustment on a subsequent invoice, which adjustment will include interest calculated: (i) at the same rate as set forth in Section 5(A) above; and (ii) from the date of receipt by QC of the payment to the adjustment date. The Parties will retain, during the duration of the dispute, such detailed information as may reasonably be required for resolution of same.

#### 6. OTHER CARRIER OWNED LISTINGS

Certain LECs, CLECs and Resellers allow QC to supply their listing information to Client without their prior approval. Upon Client's request, QC will, to the extent not

prohibited by applicable law or otherwise, inform Client of which LECs, CLECs and Resellers allow QC to supply their listings information without their prior approval. In contrast, certain other LECs, CLECs or Resellers only permit QC to supply their listing information to Client pursuant to separate agreements between Client and such other LECs, CLECs or Resellers. In the latter event, Client must provide QC with the applicable LEC's, CLEC's or Reseller's letter of authorization before QC can release the applicable LEC's, CLEC's or Reseller's listing information, and QC will have no obligation to provide listing information for which QC has not received the appropriate letter of authorization or for which QC is not otherwise authorized to supply such listing information. QC will provide listing information to Client according to the directives expressly communicated in the applicable LEC's, CLEC's or Reseller's letter of authorization. Client agrees to notify QC immediately and in writing if an agreement or other authorization between Client and a LEC, CLEC or Reseller is terminated. Upon QC's receipt of such notification, QC will no longer supply Client with such LEC's, CLEC's or Reseller's listing information.

## 7. CLIENT RESPONSIBILITIES

A. Directory Publisher Lists will not include non-published or non-listed Subscriber listings. If such information is provided or a Subscriber elects non-published or non-listed status after the Directory Publisher Lists have been provided to Client, Client agrees not to publish any such non-published or non-listed listings to the extent Client has been advised by QC or the Subscriber that such listings are non-published or non-listed on or before the applicable directory's publication close date. Client further agrees to remove from its compilation and not to publish in any future directories any listings that Client has been advised by QC or a LEC, CLEC or Reseller have become non-published or non-listed information in violation of any tariff or state or federal rule, regulation or law.

B. Client's use of Directory Delivery Lists is restricted to delivery of telephone directories to Subscribers.

C. To the extent notified by either QC or a Subscriber, Client agrees to abide by Subscriber-requested restrictions on use, such as omit-from-reverse directories or no telephone solicitation as noted under the "Conditions of Use" and "Client Responsibilities" sections set forth in the attached Exhibits.

D. Client agrees to take all appropriate security measures to guard against any unauthorized use of the information provided hereunder. Upon not less than three (3) business days written-request, Client will (i) advise QC of the names of all persons that have had access to the information provided herein and (ii) permit QC to inspect Client's premises and facilities during Client's normal business hours to observe the manner in which said information is stored, processed, and used.

8. INDEMNIFICATION

Client agrees to indemnify, defend and hold harmless QC and its directors, officers, employees, Affiliates, agents and assigns from and against any and all Losses directly or indirectly based upon, arising from or resulting from (i) Client's use, misuse or possession of the information herein provided and (ii) the use, misuse or possession of the information herein provided by any Person to whom Client sells or otherwise provides such information. Client will bear all expenses of collection, including costs and attorneys' fees.

9. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

THE LISTING AND OTHER INFORMATION PROVIDED HEREBY IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY.

Except as set forth in Section 8: (i) notwithstanding anything to the contrary elsewhere in this Agreement, neither Party, or its Affiliates, will be liable to the other Party or its Affiliates for any damages other than direct damages, except in the case of fraud or willful misconduct; and (ii) each Party agrees that it is not entitled to recover, and agrees to waive any claim with respect to and will not seek, consequential, punitive or any other special damages as to any matter under, relating to or arising out of the transactions contemplated by this Agreement, except with respect to such claims and damages arising directly out of a Party's fraud or willful misconduct.

10. TRADEMARKS

Except as set forth in the Trademark License Agreement or the Publishing Agreement, neither Party may use, for any purposes, the other Party's name or logo, in any form of abbreviation, its trade name(s), trademarks, or service marks, nor may Client otherwise reveal QC as the source of any information, without QC's written consent.

11. LAWFULNESS

This Agreement and the Parties' actions under this Agreement will comply with all material and applicable federal, state, and local laws, rules, regulations, court orders, and Governmental Entity orders. If a Governmental Entity with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, or if QC, based on advice of legal counsel, determines this Agreement or a provision of this Agreement is inconsistent with, or contradictory to any applicable federal, state, or local laws, rules, regulations, court orders, or Governmental Entity orders, this Agreement, or that provision of this Agreement will immediately terminate on written notice to the Client to that effect. If a provision of this Agreement is so terminated but the Parties

legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

12. FORCE MAJEURE

Neither Party will be in default under this Agreement or liable for any nonperformance that is caused by any occurrence or circumstance beyond such Party's reasonable control (including, but not limited to, epidemic, riot, unavailability of resources due to national defense priorities, war, armed hostilities, strike, walkouts, civil disobedience, embargo, fire, flood, drought, storm, pestilence, lightning, explosion, power blackout, earthquake, volcanic eruption or any act, order or requirement of a regulatory body, court or legislature, civil or military authority, foreseeable or unforeseeable act of God, act of a public enemy, act of terrorism, act of sabotage, act or omission of carriers, or other natural catastrophe or civil disturbance) during the period and to the extent that such extraordinary condition delays, impairs or prevents such Party's performance. List(s) will be provided as soon as reasonably possible after the cessation of such cause, unless otherwise terminated as provided in this paragraph. If such condition occurs and results in a delay in performance of a Party's obligations for more than sixty (60) calendar days, the other Party may by providing written notice, terminate this Agreement.

13. PROPERTY RIGHTS

Client will not acquire any ownership interest in any information and acquires no right in the information except as expressly granted herein.

14. DEFAULT

If either Party defaults in the performance of any material obligation under this Agreement and such default is not cured within thirty (30) days of written notice thereof, the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party; provided, however, that if the default is one which the non-defaulting Party reasonably and in good faith concludes the defaulting Party cannot cure within thirty (30) days, the non-defaulting may terminate the Agreement upon twenty-four (24) hours prior written notice.

15. CONFIDENTIALITY

A. Client will not disclose Confidential Information to anyone except employees, agents, consultants or subcontractors of Client to whom disclosure is necessary for the purposes set forth in this Agreement and will not use Confidential Information except as is authorized by this Agreement. Client will notify said recipient that disclosure is made in confidence and must be kept in confidence in accordance with this Agreement.

B. The Parties will maintain books and records capable of producing an audit trail for all Confidential Information exchanged under this Agreement.



16. NO AGENCY

Nothing in this Agreement or in any other document related to this transaction, and no action of or inaction by either of the Parties hereto, will be deemed or construed to constitute an agency relationship between the Parties hereto. Each Party is acting independently of the other and neither Party has the authority to act on behalf of or bind the other Party.

17. GOVERNING LAW

This Agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines unless certain matters are preempted by federal law.

18. AMENDMENTS; WAIVERS

Except as expressly provided herein, this Agreement and any attached Exhibit may be amended only by written agreement of the Parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby will be effective unless in writing and signed by both Parties and then only to the specific purpose, extent and instance so provided. No failure on the part of either Party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

19. ASSIGNMENT

Neither this Agreement nor any rights or obligations hereunder are assignable by one Party without the express prior written consent of the other Party; provided, however, that either Party may assign this Agreement upon written notice to the other Party to any of its Affiliates without the consent of the other Party if such Affiliate agrees in writing to be bound by the terms of this Agreement and the assigning Party remains liable for its obligations hereunder. A Change of Control of either Party hereto will not be deemed to be an assignment of this Agreement, provided that if the relevant Party is no longer directly bound as a party to this Agreement (e.g., because the Change of Control is a sale or transfer of assets or is the result of a transaction pursuant to which the successor, surviving or acquiring entity does not automatically succeed to the obligations of such Party by operation of law), the successor, surviving or acquiring entity is required to agree in writing (whether as part of the acquisition agreement that provides for the other Party to be a third party beneficiary or in a separate agreement) to assume this Agreement on substantially similar terms.

20. DISPUTE RESOLUTION

Any dispute, controversy or claim arising under or related to this Agreement, regardless of the legal theory upon which it is based, will be settled by final, binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §. 1 et seq., in accordance with the

American Arbitration Association Commercial Arbitration Rules. Nothing herein will, however, prohibit a Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction. In any arbitration, the number of arbitrators will be three, QC, on the one hand, and Client, on the other hand, each having the right to appoint one arbitrator, who will together appoint a third neutral arbitrator within 30 days after the appointment of the last Party-designated arbitrator. All arbitration proceedings will take place in Denver, Colorado. Only damages allowed pursuant to this Agreement may be awarded and the arbitrators will have no authority to award special, punitive, exemplary, consequential, incidental or indirect losses or damages. Each Party will bear the expenses of its own counsel and will jointly bear the expenses of the arbitrators. The arbitrators will allocate the remaining costs of the arbitration proceeding. Judgment upon any award granted in a proceeding brought pursuant hereto may be entered in any court of competent jurisdiction. Should it become necessary to resort or respond to court proceedings to enforce a Party's compliance with this Section 20, such proceedings will be brought only in the federal or state courts located in the State and County of New York, which will have exclusive jurisdiction to resolve any disputes with respect to this Agreement, with each Party irrevocably consenting to the jurisdiction thereof. If the court directs or otherwise requires compliance herewith, then all costs and expenses, including reasonable attorneys' fees incurred by the Party requesting such compliance, will be reimbursed by the non-complying Party to the requesting Party.

21. NOTICES

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given: (i) immediately when personally delivered; (ii) when received by first class mail, return receipt requested; (iii) one day after being sent by Federal Express or other overnight delivery service; or (iv) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to Client and QC will, unless another address is specified by Client or QC hereafter in writing, be sent to the address indicated below:

If to Client, addressed to:

GPP LLC

\_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

With a copy to (which will not constitute notice):

\_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

If to QC, addressed to:

Qwest Corporation  
1801 California Street  
Denver, Colorado 80202  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

AND

Qwest Communications International Inc.  
1801 California Street  
Denver, Colorado 80202  
Attention: General Counsel  
Fax: (303) 296-5974

With a copy to (which will not constitute notice):

O'Melveny & Myers LLP  
1999 Avenue of the Stars, Suite 700  
Los Angeles, California 90067  
Attention: Steven L. Grossman, Esq.  
Fax: (310) 246-6779

22. COMPLETE AGREEMENT

This Agreement, including any Exhibits attached hereto and all agreements referenced herein, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

23. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

24. HEADINGS

The descriptive headings of the Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

25. COUNTERPARTS

This Agreement and any amendment hereto or any other agreement delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate

counterparts. All counterparts will constitute one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

26. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES.

This Agreement is binding upon and will inure to the benefit of each Party and their respective successors or assigns, and nothing in this Agreement, express or implied, is intended to confer upon any third party any rights or remedies of any nature whatsoever under or by reason of this Agreement.

27. INTERPRETATION

The Parties each acknowledge that it has been represented by counsel in connection with this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. The provisions of this Agreement will be interpreted in a reasonable manner to effect the intent of the Parties. In the event of an inconsistency between the provisions of this Agreement and the provisions of the Publishing Agreement, or any subsequent publishing agreement between the Parties, the provisions of the Publishing Agreement control. Notwithstanding the foregoing, no rights or licenses with respect to subscriber listings are made or implied in the Publishing Agreement.

28. FURTHER ASSURANCES

Each Party will take such other actions as the other Party may reasonably request or as may be necessary or appropriate to consummate or implement the transactions contemplated by this Agreement or to evidence such events or matters.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

GPP LLC

Qwest Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A-1

### SUBSCRIBER LIST DATABASE LOAD

This Exhibit A describes SUBSCRIBER LIST DATABASE LOAD (“SLDL”) that will be provided to Client under the license granted by QC under this Agreement.

#### DESCRIPTION OF SUBSCRIBER LIST DATABASE LOAD

SLDL will consist of the data set forth in Exhibit D, which QC will update on a regular basis upon written notice to Client. SLDL will be provided in the Database List File supplied to Client. The SLDL Database List File consists of two (2) files: Straight Line File and Straight Line Update (“SLU”)/Caption File. The Straight Line File and SLU/Caption File, used together, provide Client with the alphabetical Subscriber listings, instructions for the proper grouping of Straight Line Listings and SLU/Caption Headers and Indents.

SLDL will not include QC Subscriber listings with non-published or non-listed telephone service, or the Subscriber listings designated by other carriers as non-published or non-listed. Accounts with special Subscriber-requested restrictions are marked accordingly and Client is required to comply with such restrictions in accordance with the terms of this Agreement and any state or federal laws, rules or regulations.

Client may purchase SLDL for the entire Region on a one-time basis, on a directory-by-directory basis, on a per list basis, or Client may elect to re-purchase SLDL for the entire Region or for any portion of the region in order to refresh or synchronize Client’s database.

#### CONDITIONS OF USE

- A. Subject to the terms and conditions set forth in this Exhibit and the Agreement, SLDL is licensed by QC for Client’s use for the sole purpose of publishing telephone directories in any form. Use of SLDL for any other purposes, including but not limited to the provision of directory assistance services for marketing lists, or resale in bulk or in any portion of SLDL, is expressly prohibited.
- B. Client agrees not to use SLU/Caption Files on a stand-alone basis. Client understands the SLU/Caption File does not contain the full complement of data elements that the Straight Line File contains (including such elements as privacy indicators), and that the use of the SLU/Caption File could therefore compromise the accuracy and integrity of Client’s directories.
- C. Subject to Section 7.C of this Agreement, Client will comply with all Subscriber-requested restrictions noted on marked accounts at the time of the delivery of SLDL. Listings for Subscribers who have requested restrictions will include coding to designate the requirement on Client’s part to print the phrase “No Solicitation Calls” in the directory or an indicator by the specific listing.

## CLIENT RESPONSIBILITIES

- A. SLDL does not include QC Subscribers with non-published or non-listed telephone service or those designated as non-published or non-listed by other carriers. If a Subscriber elects non-published or non-listed status after the List Information has been provided to Client, Client agrees not to publish the listing (so long as Client is notified on or before the applicable directory's publication close date) and to remove it from Client's database in accordance with written instructions received from either the Subscriber or QC.
- B. Client agrees to print "No Solicitation Calls" symbols and/or phrase(s), or other privacy notations, on listings where applicable or required by law. Listings for Subscribers who have requested such restrictions will include coding to designate the requirement on Client's part to print such phrases.
- C. Client agrees to adhere to restrictions on the use of SLDL date as noted on Exhibit D.
- D. Client will, at its expense, furnish QC a copy of each version of the published directories containing the listing information covered herein, or in the case of an on-line directory, Client will provide the network or internet address location of the directory within ten (10) days of publication of a directory. The mailing address is:
  - Qwest Corporation
  - 1801 California St.
  - Denver, Colorado 80202Attn:
- E. Upon not less than three (3) business days written-request, Client will (i) advise QC of the names of all persons that have had access to the information provided herein and (ii) permit QC to inspect Client's premises and facilities during Client's normal business hours to observe the manner in which said information is stored, processed, and used.

## DELIVERY SCHEDULE

QC will deliver SLDL within thirty (30) days of acceptance of an Order Form by QC.

## CHARGES

Priced per current Price Schedule.

## EXHIBIT A-2

### SUBSCRIBER LIST DATABASE UPDATES

This Exhibit A-2 describes SUBSCRIBER LIST DATABASE UPDATES (“SLDU”) that will be provided to Client under the license granted by QC under the license granted by QC under this Agreement.

#### DESCRIPTION OF SLDU

SLDU provides transactions to Client, which transactions denote change activity in Subscriber listings. SLDU transactions are generated by any change activity with regard to SLDL set forth in Exhibit D, which QC will update on a regular basis upon written notice to Client, including, without limitation, such activities as: name, address or telephone number changes; new connects or disconnects; moves, additions or changes of Subscriber-requested restrictions; or changes in a data element on the Subscriber record. SLDU is provided in the list file supplied to Client. The list file contains a Straight Line Update File and SLU/Caption Update File. The Straight Line Update File and SLU/Caption Update File provide a publisher with alphabetical Subscriber listings, instructions for the proper grouping of SLU and Caption Headers and Indents.

SLDU will not include QC Subscriber listings with non-published or non-listed telephone service, or the Subscriber listings designated by other carriers as non-published or non-listed. Accounts with special Subscriber-requested restrictions are marked accordingly and Client is required to comply with such restrictions in accordance with the terms of this Agreement and any state or federal laws, rules or regulations.

Listings that have changed to non-published or non-listed service will be portrayed as disconnect SLDU transactions.

Client may purchase SLDU for the Region.

#### CONDITIONS OF USE

- A. Subject to the terms and conditions set forth in this Exhibit and the Agreement, SLDU is licensed by QC for Client’s use for the sole purpose of publishing telephone directories in any form. Use of SLDU for any other purposes, including but not limited to the provision of directory assistance services for marketing lists, or resale in bulk or in any portion of SLDU, is expressly prohibited.
- B. Client agrees not to use SLU/Caption Update Files on a stand-alone basis. Client understands the SLU/Caption Update File does not contain the full complement of data elements that the Straight Line Update File contains (including such elements as privacy indicators), and that the use of the SLU/Caption Update File could therefore compromise the accuracy and integrity of Client’s directories.
- C. Client will comply with all Subscriber-requested restrictions noted on marked accounts at the time of the delivery of SLDU. Listings for Subscribers who have requested



restrictions will include coding to designate the requirement on Client's part to print the phrase "No Solicitation Calls" in the directory or an indicator by the specific listing.

#### CLIENT RESPONSIBILITIES

- A. SLDU does not include QC Subscribers with non-published or non-listed telephone service or those designated as non-published or non-listed by other carriers. If a Subscriber elects non-published or non-listed status after SLDU has been provided to Client, Client agrees not to publish the listing (so long as Client is notified on or before the applicable directory's publication close date) and to remove it from Client's database in accordance with written instructions received from either the Subscriber or QC.
- B. Client agrees to print "No Solicitation Calls" symbols and/or phrase(s), or other privacy notations, on listings where applicable or required by law. Listings for Subscribers who have requested such restrictions will include coding to designate the requirement on Client's part to print such phrases.
- C. Client will, at its expense, furnish QC a copy of each version of the published directories containing the listing information covered herein, or in the case of an on-line directory, Client will provide the network or internet address location of the directory within ten (10) days of publication of a directory. The mailing address is:  
  
Qwest Corporation  
1801 California St.  
Denver, Colorado 80202  
  
Attn:
- D. Upon not less than three (3) business days written-request, Client will (i) advise QC of the names of all persons that have had access to the information provided herein and (ii) permit QC to inspect Client's premises and facilities during Client's normal business hours to observe the manner in which said information is stored, processed, and used.

#### DELIVERY SCHEDULE

QC transactions are extracted daily and will be shipped to Client at the frequency requested on the Order Form. QC will begin initial delivery of the SLDU within thirty (30) days of acceptance of an Order Form by QC.

#### CHARGES

Priced per current Price Schedule.

## EXHIBIT B

### CUSTOMIZED SUBSCRIBER LISTS

This Exhibit B describes customized CUSTOMIZED SUBSCRIBER LISTS that will be provided to Client under the license granted by QC under this Agreement. Client may purchase Customized Subscriber Lists for the Region.

#### DESCRIPTION OF LISTS

- A. Customized Subscriber Lists consist of QC Subscribers' listed name, address, and telephone number for the geographic areas in the Region selected by Client as contained in QC's listing database.
- B. QC will provide Client with alphabetized business and/or residence listing information in a variable or fixed field format, including caption arrangements, suitable for the purposes of compilation or publication of directories.
- C. Where Subscribers have so requested, Customized Subscriber Lists will include coding to indicate that a symbol and/or phrase designating "No Solicitation Calls" is to be printed or displayed in Client's directory.
- D. Upon request pursuant to an Order Form, QC will provide Client with Customized Subscriber Lists called Government Lists that include the name, address and telephone number information for recognized government agencies (city, county, state, federal). Government Lists are manually extracted from the listing database and are typically placed in separate government sections in the same alphabetized Customized Subscriber Lists format. Client identifies which government entities are to be included in Client's directory, as well as the required sequencing arrangement of those listings.
- E. When there is a central office conversion, a cut over (old number/new number) list will be provided. This cut over list is only available in conjunction with a Customized Subscriber Lists order, and is to be used solely for Client's internal use.
- F. Upon request pursuant to an Order Form, QC will provide a printout of first and final versions for proofing listings and internal uses. These proofs will be offered in a format the same as or different from the published product.

#### CONDITIONS OF USE

- A. Subject to the terms and conditions set forth in this Exhibit and the Agreement, Customized Subscriber Lists are licensed by QC solely for Client's use in publishing telephone directories in any form. Use of Customized Subscriber Lists for any other purposes, including but not limited to the provision of directory assistance services for marketing lists, or resale in bulk or in any portion of Customized Subscriber Lists, is expressly prohibited.

- B. Client agrees to comply with those Subscriber-requested restrictions as noted on marked accounts, and agrees to print "No Solicitation Calls" symbols and/or phrase(s) or other privacy notations on listings where applicable or required by law.

#### CLIENT RESPONSIBILITIES

- A. Customized Subscriber Lists do not include QC Subscribers with non-published or non-listed telephone service or those designated as non-published or non-listed by other carriers. If a Subscriber elects non-published or non-listed status after Customized Subscriber Lists have been provided to Client, Client agrees not to publish the listing (so long as Client is notified on or before the applicable directory's close date) and to remove it from Client's database in accordance with written instructions received from either the Subscriber or QC.
- B. Client agrees to print "No Solicitation Calls" symbols and/or phrase(s), or other privacy notations, on listings where applicable or required by law. Listings for Subscribers who have requested such restrictions will include coding to designate the requirement on Client's part to print such phrases.
- C. Client will, at its expense, furnish QC a copy of each version of the published directories, containing the listing information covered herein, or in the case of an on-line directory, Client will provide the network or internet address location of the directory within ten (10) days of publication of a directory. The mailing address is:

Qwest Corporation  
1801 California St.  
Denver, Colorado 80202

Attn:

- D. Upon not less than three (3) business days written-request, Client will (i) advise QC of the names of all persons that have had access to the information provided herein and (ii) permit QC to inspect Client's premises and facilities during Client's normal business hours to observe the manner in which said information is stored, processed, and used.

#### DELIVERY SCHEDULE

QC will deliver Customized Subscriber Lists within thirty (30) days of acceptance of an Order Form by QC.

#### CHARGES.

Priced per current Price Schedule.

## EXHIBIT C

### DIRECTORY DELIVERY LISTS

This Exhibit C describes alphabetized initial and supplemental DIRECTORY DELIVERY LISTS that will be provided to Client under the license granted by QC under this Agreement.

#### DESCRIPTION OF LISTS

QC will grant Client the use of QC's Directory Delivery Lists that include the name, address, and telephone number information for the business and residential Subscribers of QC and those Subscribers provided by other carriers who are to receive a telephone directory. Directory Delivery Lists will exclude non-published and non-listed telephone numbers, public and semi-public listings.

Directory Delivery Lists may be ordered for initial directory delivery purposes, or may be ordered as supplemental lists containing new Subscriber activity. Directory Delivery Lists are available for the specific geographic areas in the Region, as designated by Client on the Directory Delivery Lists Order Form.

#### CONDITIONS OF USE

- A. Client may use the Directory Delivery Lists solely for the purpose of delivering Client's named telephone directory. This permitted use includes, but is not limited to, contact necessary to ensure satisfactory delivery.
- B. Client may use Directory Delivery Lists in a computer merge-purge operation for the sole purpose of eliminating duplicate names, addresses, telephone numbers on directory delivery lists, or to compare Directory Delivery Lists with other information for the sole purpose of selecting or suppressing certain parts of Directory Delivery Lists for delivery.
- C. Use of Directory Delivery Lists for any other purposes is expressly prohibited. Unauthorized uses include, but are not limited to, such activity as merge-purging, matching, tagging or coding the information from Directory Delivery Lists into other lists or files; appending information from Directory Delivery Lists to Client's "house list", collecting, use of the list for any form of marketing list, or retention by Client or its service bureau of any full or match code version of names, addresses or telephone numbers from Directory Delivery Lists for purposes of pre-screening, qualifying or segmenting other lists.

#### CLIENT RESPONSIBILITIES

- A. Upon not less than three (3) business days written-request, Client will (i) advise QC of the names of all persons that have had access to the information provided herein and (ii) permit QC to inspect Client's premises and facilities during Client's normal business hours to observe the manner in which said information is stored, processed, and used.

## DELIVERY SCHEDULE

Normal production time is seven (7) working days from the date an order is accepted by QC until it is shipped. Where multiple orders are involved, QC will notify Client when a requested delivery date cannot be met.

## CHARGES

Priced per current Price Schedule

**EXHIBIT D**  
**SLDL DATA**

Account Telephone Number (Note: May not be published)  
Business/Residence Indicator  
Carrier Identification Code (Note: May not be published; may be used to determine license permission and directory scoping only)  
Completion Date  
Data Source Code  
Degree of Indent  
Directive Text (data and count fields)  
EMA (Email) Address (data and count fields)  
Exchange Carrier Indicator  
Firm Name Code  
Foreign Type  
Full Name Code  
Full Name Title (data and count fields)  
Indent Priority  
Leader Guide  
Listed Address (data and count fields)  
Listed Address Community  
Listed Address State  
Listed Name (data and count fields).  
List Name Indicator  
Location Detail (data and count fields)  
Move Date  
Name Control  
New Connect Date  
Non-Standard Telephone Number (data and count fields)  
Old Record Key (data and count fields)  
Omit From Lists Indicator (Note: Must be used and honored by Client)  
Order Number  
Professional (Pro) Code  
Record Type  
Ref Code  
Region Code  
Service Address (Note: May not be published if different from Listed Address; may only be used for directory delivery)  
SIC (Standard Industry Code)  
Status Indicator  
Style Code  
Target Community  
Target Community State  
Telephone Number  
Telephone Number Phrase Code  
Telephone Number Print  
TYA (Type of Account)  
URL (Uniform Resource Location) Address (data and count fields)  
WPD (White Page Directory) Code  
White Page Text (data and count fields)  
Zip Code (Service Address Zip Code)

WA 000766 to WA 000767

**CONFIDENTIAL**

QWEST CORPORATION

DIRECTORY PUBLISHING ORDER FORM

Subscriber List Database Loads & Updates

Subscriber List Database Load

\_\_\_\_\_  
Subscriber List Database Updates

Subscriber Lists

- Customized Residence & Business Lists

- Government Lists

Bill To: \_\_\_\_\_  
Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_  
Qwest Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Ship Via: Overnight  
ht \_\_\_\_\_

U. S. Mail \_\_\_\_\_

Issue Date \_\_\_\_\_

Ship To: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Directory Name(s): \_\_\_\_\_  
Due Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Qwest Listings: \_\_\_\_\_

Other Carrier Listings: \_\_\_\_\_

Enter Exchange Name(s) and Area Code(s)/Prefix(es) for which you need listings below. Please attach sheet if you need additional space.

Exchange Name

Area Code(s)/Prefix(es)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Subscriber List File Format:

Database Load

\_\_\_\_\_

Database Update

\_\_\_\_\_

Media:  
Highspeed  
Printout

\_\_\_\_\_

Subscriber List  
- Variable Format  
(P37)

\_\_\_\_\_

- Fixed Format  
(WC31)

\_\_\_\_\_

Number of  
Copies  
(charge applies)

\_\_\_\_\_

Enter Product Content Selection(s)

<u>Selection</u>	Yes	No	<u>Selection</u>	Yes	No
Business/Residence Combined			Business/Residence Split		
Business Only			Business/Residence/Gov't Split		
Sectionalized Listings			Residence Only		
Interfiled Listings			Government Only		
Include Community Name			Include 800 Numbers		
Suppress Community Name (Central Only – N/A on WC31 Format)			Include Zip Codes		

Government List Selections:

City \_\_\_\_\_

\_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Federal \_\_\_\_\_ Other \_\_\_\_\_

Alpha By \_\_\_\_\_ Agency \_\_\_\_\_ Name \_\_\_\_\_ Alpha By \_\_\_\_\_

Add, Change, Delete Listings \_\_\_\_\_ Caption Merge \_\_\_\_\_ Remove Duplicates \_\_\_\_\_

\*Indent Option \_\_\_\_\_ Any All \_\_\_\_\_ \*Caption Option \_\_\_\_\_ Only Any All

- \* Any (Listing set will be selected if one or more listings qualify.)
- \* All (Listing set will be selected only if all listings qualify.)
- \* Only (ONLY the listings targeted for the product will be selected.)

Chargeable Options

Proofs: First and Final Version Copies:

\_\_\_\_\_ Same Format as Published Product  
 \_\_\_\_\_ Different Format from Published Product

Specialized Instructions: \_\_\_\_\_

QWEST CORPORATION

DIRECTORY DELIVERY LIST ORDER FORM

INITIAL DELIVERY LIST

SUPPLEMENTAL DELIVERY LIST

(Annual List)

(Daily New Connects or Moves)

Bill To: \_\_\_\_\_  
Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_  
Qwest Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Directory Name: \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Date List Needed: \_\_\_\_\_  
Signature: \_\_\_\_\_

Ship Via: Overnight U.S. Issue  
ht \_\_\_\_\_ Mail \_\_\_\_\_ Date \_\_\_\_\_

Ship To: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date \_\_\_\_\_  
Signature: \_\_\_\_\_  
Due \_\_\_\_\_

Listings: Qwest \_\_\_\_\_ Other Carrier \_\_\_\_\_  
Listings: \_\_\_\_\_

Delivery List Options:

Sequence Options:

\_\_\_\_\_ Business Names Only  
\_\_\_\_\_ Residence Names Only  
\_\_\_\_\_ Business and Residence Names  
\_\_\_\_\_ Include published Telephone Numbers  
\_\_\_\_\_ (Y or N)

\_\_\_\_\_ Address  
\_\_\_\_\_ Name  
\_\_\_\_\_ Zip

<u>Output:</u>		<u>Supplemental Delivery</u>	
_____	Labels 4-Up Pressure Sensitive	<u>Frequency:</u>	Daily
_____	Labels 4-Up Pressure Cheshire	_____	Weekly
_____	Magnetic Tape 9T/1600 BPI/EBCDIC	_____	Monthly
_____	Magnetic Tape 9T/6250 BPI/EBCDIC	_____	Other
_____	3.5" Format Floppy Disk (ASCII)		
_____	Printout		

Enter Exchange Names) and Area Code(s)/Prefix(es) for which you need listings below. Please attach sheet if you need additional space.

<u>Exchange Name</u>	<u>Area Code(s)/Prefix(es)</u>
_____	_____
_____	_____
_____	_____

Specialized  
Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_