

EXPANDED USE LIST LICENSE AGREEMENT

EXHIBIT F
FORM OF
LICENSE AGREEMENT
FOR THE EXPANDED USE OF
SUBSCRIBER LIST DATABASE LOAD AND UPDATES

THIS LICENSE AGREEMENT (this “**Agreement**”) is effective as of _____, 2002 (the “**Effective Date**”) by and between SGN 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.

“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.

“Listing Information” means the Subscriber List Database Load and the Subscriber List Database Updates.

“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.

“Material Default” means, with respect to either Party, a breach of any material term, condition, covenant or obligation of this Agreement, for any reason other than those described in Article 12, that results in a material impairment of such Party’s performance, or the other Party’s enjoyment of the benefits, of this Agreement.

“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 Colorado, Iowa, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota and the metropolitan statistical area of El Paso, Texas.

“Reseller” means a reseller of local exchange service.

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

“SLDU Per Listing Charge” has the meaning set forth in Section 4.

“**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) license, for Client’s use of the Listing Information solely as is expressly set forth in the appropriate Exhibit, subject to all restrictions set forth in this Agreement and any Exhibits 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

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 five (5) years after the Effective Date (the “**Initial Term**”), unless earlier terminated as set forth below. Thereafter, this Agreement will automatically be renewed for additional one year terms (each a “**Renewal Term**”) until QC or Client terminates this Agreement by providing written termination notice to the other Party at least six (6) months prior to the end of the then applicable term; provided, however, that QC will continue to offer the license provided under this Agreement to Client if at any time during the term of the Publishing Agreement QC is offering any similar expanded use license to any Person materially doing business in the Region (other than Affiliate of QC). Notwithstanding the preceding sentence, if the Publishing Agreement terminates, either Party may terminate this Agreement upon written notice to the other Party. The termination of an order or this Agreement will not affect the obligations of either Party to the other which have accrued prior to the effective date of the termination.

4. CHARGES

Client will be charged for Listing Information pursuant to the Price Schedule attached as Exhibit C. 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. QC may increase the prices listed on Exhibit C at the end of the Initial Term and each Renewal Term upon sixty (60) days written notice to Client; provided, however, that the prices charged to Client will be equal to or less than the lowest price then being charged by QC under any similar expanded use license to any Person (other than an Affiliate of QC) materially doing business in the Region.

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 invoice 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. Listing Information 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 Listing Information has been provided to Client, Client agrees to remove from its compilation and not to use 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. To the extent notified by either QC or a Subscriber, Client agrees to abide by Subscriber-requested restrictions on use, such as omit-from-marketing lists or no telephone solicitation as noted under the "Conditions of Use" and "Client Responsibilities" sections set forth in the attached Exhibits.

C. 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

A. QC agrees to indemnify, defend and hold harmless Client 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 QC's failure to perform any of its obligations under this Agreement. QC will bear all expenses of collection, including costs and attorneys' fees

B. 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; (ii) the use, misuse or possession of the information herein provided by any Person to whom Client sells or otherwise provides such information; and (iii) Client's failure to perform any of its obligations under this

Agreement. 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 commits a Material Default, the non-defaulting Party may provide written notice to the defaulting Party specifying such Material Default in reasonable detail (a "**Default Notice**"). Upon receipt of a Default Notice, the defaulting Party may elect to (i) cure such Material Default (unless such Material Default is not susceptible to cure) and (ii) agree to indemnify the non-defaulting Party pursuant to Article 8. If within sixty (60) days of the non-defaulting Party providing the defaulting Party with a Default Notice the defaulting Party has not cured such Material Default (or, if not reasonably curable within such sixty (60) day period, provided the non-defaulting Party with reasonable assurances that it has diligently commenced all actions necessary to cure such Material Default as soon as reasonably practicable) and given the non-defaulting Party written notice of its agreement to indemnify the non-defaulting Party for such Material Default, the non-defaulting Party will have the right to terminate this Agreement immediately.

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:

SGN 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.

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.

SGN LLC

Qwest Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A-1

SUBSCRIBER LIST DATABASE LOAD

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

DESCRIPTION OF SUBSCRIBER LIST DATABASE LOAD

SLDL will consist of the data set forth in Exhibit B, 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 providing such data for resale to third party entities solely for direct marketing activities, database marketing, telemarketing, market analysis purposes, and internal marketing purposes, as well as for Client’s use in direct marketing activities undertaken by Client on behalf of third parties. Use of the SLDL for any other purposes, 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. Client will comply with all Subscriber-requested restrictions noted on marked accounts at the time of the delivery of SLDL.

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 such information is provided or a Subscriber elects non-published or non-listed status after SLDL has been provided to Client, Client agrees to remove from its compilation and not to use any listings that Client has been advised have become non-published and non-listed information in violation of any tariff or state or federal rule, regulation or law.
- 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 use of SLDL as noted on Exhibit B.
- 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 SLDL within thirty (30) days of acceptance of an Order Form by QC.

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 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 B, 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 providing such data for resale to third party entities solely for direct marketing activities, database marketing, telemarketing, market analysis purposes, and internal marketing purposes, as well as for Client’s use in direct marketing activities undertaken on behalf of third parties. Use of SLDU for any other purposes, 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.

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 such information is provided or a Subscriber elects non-published or non-listed status after SLDU has been provided to Client, Client agrees to remove from its compilation and not to use any listings that Client has been advised have become non-published and non-listed information in violation of any tariff or state or federal rule, regulation or law.
- 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 use of SLDL as noted on Exhibit B.
- 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 SLDU within thirty (30) days of acceptance of an Order Form.

EXHIBIT B
SLDL DATA

Business/Residence Indicator
Carrier Identification Code *(Note: may not be published; may be used to determine license permission and directory scoping only)*
Data Source Code
Degree of Indent
Directive Text (data and count fields)
EMA (Email) Address (data and count fields)**
Exchange Carrier Indicator
Full Name Title (data and count fields)
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
Omit From Lists Indicator *(Note: Must be used and honored by Client)*
Record Type
Ref Code
Region Code
SIC (Standard Industry Code)**
Style Code
Target Community
Target Community State
Telephone Number**
Telephone Number Phrase Code**
URL (Uniform Resource Location) Address (data and count fields)**
WPD (White Page Directory) Code
White Page Text (data and count fields)

Notes: (a) Subject to individually listed restrictions, all items on list may be utilized by Client to develop products consistent with the "Conditions of Use" as set forth in Exhibit A-1
(b) Only items marked with "***" may be shared by Client with third-parties.

WA 000235

CONFIDENTIAL

QWEST CORPORATION
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. Issue
Mail _____ 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 _____ Alpha By Name _____
 Add, Change, Delete Listings _____ Merge _____ Caption _____ Duplicates _____ Remove _____
 *Any All Only *Caption Option Any All

*Indent Option

*Caption Option

- * 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
 _____ Product

Specialized

Instructions: _____

