

**EXHIBIT H**

**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT H**  
**FORM OF**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this “**Agreement**”) by and between SGN LLC, a Delaware limited liability company (“**SGN**”), and Qwest Dex, Inc., a Colorado corporation (“**Dex**”), is effective as of \_\_\_\_\_, 2002 (the “**Effective Date**”). Each of the signatories hereto is individually a “**Party**” and collectively the “**Parties**”. Capitalized terms not defined in the text of this Agreement have the meanings set forth in Annex 1.

**RECITALS**

- A. Qwest Communications International Inc., a Delaware corporation (“**Qwest**”), Qwest Services Corporation, a Colorado corporation (“**QSC**”), Dex, and Dex Holdings LLC, a Delaware limited liability company (“**Buyer**”) have entered into that certain Purchase Agreement (the “**LLC Purchase Agreement**”) dated as of August \_\_\_, 2002 pursuant to which Dex has agreed, subject to the terms and conditions set forth therein, to: (i) contribute certain of its assets and liabilities to SGN; and (ii) sell all of the outstanding limited liability company interests of SGN to Buyer following such contribution.
- B. Sections 7.2(g) and 7.3(f) of the LLC Purchase Agreement provide that the obligations of Qwest, QSC, Dex, and Buyer to consummate the Closing are subject, among other things, to the execution and delivery of this Agreement.
- C. In connection with the LLC Purchase Agreement, Qwest, QSC, Dex, and Buyer entered into that certain Purchase Agreement, dated of even date therewith (the “**LLC II Purchase Agreement**”), pursuant to which Dex has agreed, subject to the terms and conditions set forth therein, to: (i) contribute certain of its assets and liabilities to GPP LLC; and (ii) sell all of the outstanding limited liability company interests of GPP LLC to Buyer following such contribution (the “**Second Closing**”).
- D. During the Term, SGN desires to provide to Dex, and Dex desires to receive from and pay SGN for, certain centralized operation services as more fully described herein and in the attached Exhibits.

**AGREEMENT**

In consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the Parties agree, intending to be legally bound, as follows:

**ARTICLE I**  
**SCOPE OF SERVICES; CHANGES TO SERVICES**

**1.1** Services. During the Term, SGN will provide to Dex, and Dex will accept and pay for, each of the following services (collectively the “**Services**” and individually a “**Service**”), as such may be amended from time to time in accordance with this Agreement:

(a) All of the information technology services described in Exhibit A for the respective periods and according to the respective terms and conditions set forth herein and therein;

(b) All of the website management services described in Exhibit B for the respective periods and according to the respective terms and conditions set forth herein and therein;

(c) All of the operations and production services described in Exhibit C in furtherance of the execution of the Business Plan attached as Exhibit F, for the respective periods and according to the respective terms and conditions set forth herein and therein; and

(d) All of the vendor relationship management services described in Exhibit D for the respective periods and according to the respective terms and conditions set forth herein and therein.

**1.2** Changes to the Services.

(a) During the Term, the Parties may agree, as provided below, to modify the terms and conditions of SGN’s performance of any Service in order to reflect new procedures, processes or other methods of providing such Service (a “**Change**”).

(b) The Party requesting a Change will deliver a written description of the Change requested (a “**Change Request**”) to the Management Team and the other Party’s Project Manager. Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Parties’ respective Project Managers and the Management Team will meet in person or by telephone to discuss the Change Request no later than seven (7) days after receipt of the Change Request. Subject to the terms of clause (c) of this Section 1.2, no Party receiving a Change Request may unreasonably withhold, condition or delay its consent to the proposed Change. It will be deemed reasonable for SGN’s consent to be withheld to the extent that such proposed Change would materially increase the resources required from SGN or otherwise materially affect SGN’s ability to provide a Service after giving effect to the Change Request, and it will be deemed reasonable for such consent to be conditioned to require Dex to bear its pro rata share of any increase in SGN’s cost of performance, as follows: (i) in the case of a Change that affects both Dex and SGN, such cost to be borne by Dex only to the extent of its Allocated Actual Cost and the remaining cost to be borne by SGN; and (ii) in the case of a Change that affects predominantly or only Dex, such cost to be borne entirely by Dex. It will be deemed reasonable for Dex’s consent to be withheld

to the extent that such proposed Change would materially decrease the resources provided by SGN to Dex or otherwise materially adversely affect SGN's performance of a Service for Dex after giving effect to the Change Request, and it will be deemed reasonable for such consent to be conditioned to require SGN to bear its pro rata share of any increase in the cost of a Service, as follows: (i) in the case of a Change that affects both Dex and SGN, such cost to be borne by Dex only to the extent of its Allocated Actual Cost and the remaining cost to be borne by SGN; and (ii) in the case of a Change that affects predominantly or only SGN, such cost to be borne entirely by SGN. If the Parties agree to a Change Request, the applicable Exhibit will be deemed amended as agreed by the Parties in writing to reflect the implementation of the Change Request, as well as any conditions or other terms agreed upon in writing by the Parties. If the Parties are unable to agree on the terms of implementing a Change Request, such dispute will be resolved in accordance with Section 2.2.

(c) Notwithstanding any provision of this Agreement to the contrary, SGN may make: (i) Changes to the process of performing a particular Service that do not adversely affect the benefits to Dex of SGN's provision or quality of such Service in any material respect or increase Dex's cost for such Service; (ii) emergency Changes on a temporary and short-term basis (but in any event for no longer than five (5) business days); and/or (iii) Changes to a particular Service in order to comply with applicable law or regulatory requirements, in each case without obtaining the prior consent of Dex. SGN will notify Dex in writing of any such Change as follows: in the case of clauses (i) and (iii) above, prior to the implementation of such Change, and, in the case of clause (ii) above, as soon as reasonably practicable thereafter. If any Change made pursuant to clauses (ii) or (iii) above increases the cost of providing a Service, then Dex and SGN will bear their respective pro rata share of such cost increase as follows: (y) in the case of a Change that affects both Dex and SGN, such cost to be borne by Dex only to the extent of its Allocated Actual Cost and the remaining cost to be borne by SGN; and (z) in the case of a Change that affects predominantly or only one Party, such cost to be borne entirely by such Party; provided, however, with respect to clause (iii), SGN will use commercially reasonable efforts to establish with such Governmental Entity a reasonable alternative method of performance of its obligations under this Agreement; provided, further, that any Change made pursuant to this Section 1.2(c) will not affect Dex's right to seek damages with respect to such Change and this Section 1.2(c) will not be deemed an excuse of performance.

**1.3 New Services.** Dex may, from time to time during the Term of this Agreement, submit a written request to SGN to provide a service related to the transitional operation of the Dex Business ("**New Service**") not otherwise included on the Exhibits. SGN will notify Dex within ten (10) days of receipt of such request whether or not, in its reasonable discretion, it is reasonably able to provide the requested New Service to Dex. Such notice will set forth the terms under which SGN proposes to provide such New Service, including: (i) a written description of the work to be performed in connection with such New Service; (ii) a schedule for commencing performance of the New Service; (iii) the term of such New Service; (iv) any applicable service level agreements with respect to the performance of such New Service (which will provide for service levels commensurate with the service levels SGN would provide

to itself or to its Affiliates); and (v) the fees for such New Service (including one-time set up or related fees and recurring charges), which will be no greater than the rates that SGN would charge its Affiliates for comparable services, if applicable, or at SGN's fully burdened cost, if no comparable services are provided to any Affiliates. Dex must accept or reject such terms in writing within ten (10) days of receipt of such notice. Failure to accept within such period will be deemed a rejection of SGN's proposal. Any acceptance by Dex of the terms for a New Service will be deemed to be an amendment to this Agreement and the applicable Exhibit to reflect the inclusion of such New Service (which will then be a "Service" for all purposes of this Agreement). If Dex rejects SGN's proposed terms for performing the New Service, the Parties will negotiate in good faith the terms upon which SGN would be willing to provide such New Service to Dex.

1.4 Subcontractors. Nothing in this Agreement will prevent SGN from using subcontractors, hired with due care, to perform all or any part of a Service hereunder. SGN will remain fully responsible for the performance of its obligations under this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and SGN will be solely responsible for payments due to its subcontractors.

## **ARTICLE II**

### **JOINT MANAGEMENT; PROJECT MANAGERS; DISPUTE RESOLUTION**

#### 2.1 Joint Management; Project Managers.

(a) Dex and SGN will both employ the members of the Management Team in accordance with the Joint Management Agreement. To the extent there is any inconsistency between the terms of this Agreement and the terms of the Joint Management Agreement with respect to the duties, responsibilities or reporting requirements of the Management Team, the terms of the Joint Management Agreement will control.

(b) Each of the Parties agrees to designate an individual with sufficient knowledge and background to act as the primary liaison with the other Party and to assume overall responsibility for the performance of its obligations under this Agreement (the "**Dex Project Manager**" and "**SGN Project Manager**", respectively, and together the "**Project Managers**"). The Project Managers will have direct access to the officers and other key decision-makers within their respective organizations and the Management Team, and will call upon the experience, expertise, and resources of their respective organizations to ensure proper performance of the Parties' obligations under this Agreement. Each Party may treat any official act of the other Party's Project Manager in performing its duties hereunder as being authorized by such other Party without inquiring behind such act or ascertaining whether such Project Manager had authority to so act.

(c) The initial Dex Project Manager will be Afshin Mohebbi or his designated representative. The initial SGN Project Manager will be the chief operating officer of SGN or his or her designated representative. Either Party may change its Project Manager by delivering notice of such change to the other Party pursuant to

Section 12.11. A Party changing its Project Manager will use commercially reasonable efforts to give at least thirty (30) days' notice to the other Party prior to the effective date of the change. The Project Managers will meet at least bi-weekly to coordinate the administration of the Parties' obligations under this Agreement and address those matters relevant to both Parties. In addition, the Project Managers will jointly meet for a formal quarterly review with respect to the Parties' performance of their obligations under this Agreement under the direction of and in accordance with the requirements of the Management Team.

## **2.2**     Resolution of Disputes.

(a) All disputes between the Parties arising from or relating to this Agreement, including any dispute with respect to whether this Agreement has been breached by any other Party (in each case, a "**Dispute**") will initially be submitted to the Project Managers for resolution. The Project Managers will notify and consult with the Management Team in attempting to resolve such Disputes. If the Project Managers are unable to resolve the Dispute within ten (10) days after submission of the Dispute to them, each Party will refer the Dispute as follows: (i) in the case of Dex, to a designated senior executive officer of Qwest; and (ii) in the case of SGN, to a designated senior executive officer of Buyer (collectively, the "**Designated Representatives**"), for attempted resolution through good faith discussions within twenty (20) days after submission of the Dispute to them.

(b) If the Designated Representatives are unable to resolve a Dispute within such twenty (20) day period, then the Dispute will be submitted to binding arbitration as set forth in Section 12.16.

(c) Notwithstanding anything in this Agreement to the contrary, any Party that is obligated to comply with a regulatory requirement will have the right to determine, in its sole and absolute discretion, the nature and extent of the action required to be taken by such Party in reasonable response to such regulatory requirement and to take such action, which will not be deemed an excuse of performance by such Party. If a Party takes an action or omits to act in breach of its obligations under this Agreement because such Party reasonably believes that it is necessary to take such action or omit to act to comply with laws, rules or regulations, then the non-breaching Party may seek damages in accordance with this Agreement, but may not seek equitable or injunctive relief to compel the breaching Party to take or cease to take such actions as the breaching Party reasonably believes to be necessary.

## **2.3**     Response to Regulatory Challenge.

(a) If there is initiated by any Governmental Entity or other Person any investigation, proceeding, litigation, inquiry, hearing, information or data request, or information gathering process relating to this Agreement whether before or after the Closing (each, an "**Inquiry**"), then the Parties will jointly evaluate and respond to such Inquiry in accordance with the terms and conditions set forth in Sections 5.4(c) and (d) of the LLC Purchase Agreement, as applicable.

(b) If this Agreement is found unlawful with respect to one or more but not all of the seven (7) states consisting of Arizona, Idaho, Montana, Oregon, Utah, Washington or Wyoming or any other area in which Dex operates the Dex Business as contemplated by the Business Plan (collectively, the “**Dex Region**”), this Agreement will not be terminated with respect to other states or areas in the Dex Region. Under such circumstances, a Party may suspend, rather than terminate, this Agreement with respect to the states or areas in the Dex Region in which this Agreement is found unlawful, but not with respect to all states or areas of the Dex Region; provided, however, that such Party will use commercially reasonable efforts to: (i) give the other Party as much notice as possible prior to such suspension; and (ii) establish with such Governmental Entity a reasonable alternative method of performance of its obligations under this Agreement (with any incremental increase in costs of such performance to be borne by such Party); provided, further, that such suspension will not affect the other Party’s right to seek damages in accordance with this Agreement with respect to such suspension or alternative method of performance, and such suspension will not be deemed an excuse of performance by such Party. In either case, the Parties will agree to appropriate transition measures in the suspended state(s) or area(s), with consideration given to the then-existing regulatory environment in such state(s) or area(s).

### **ARTICLE III COSTS AND FEES; INVOICES; TAXES**

**3.1** Charges. Dex will pay SGN, as consideration for the Services provided hereunder, the following amounts (based on the invoices delivered by SGN pursuant to Section 3.2):

(a) With respect to each month during the Term, an amount equal to the sum of the monthly recurring charges for each Active Service as identified in Exhibit A, Exhibit B, Exhibit C, or Exhibit D, as applicable (the “**Base Charges**”), by wire transfer of immediately available funds to an account specified by SGN; and

(b) From time to time, such one-time costs or special charges as the Parties may agree to in writing.

**3.2** Invoices and Payment.

(a) SGN will deliver an invoice to Dex at the beginning of each calendar month for the Base Charges for Active Services performed in the immediately previous calendar month and for any one-time charges or expenses agreed to in writing in advance by the Parties (i.e., to be billed in arrears). If any Service commences or terminates on a date prior to the end of a calendar month, the amount due will be pro rated proportionately based on the number of days elapsed in such month following commencement or prior to termination. All items on an invoice will be payable by Dex within thirty (30) days after Dex receives the invoice (the “**Due Date**”) by wire transfer, in immediately available funds, to an account previously specified by SGN in writing. Any amount not paid or validly disputed pursuant to Section 3.2(b) below by the Due Date, less any amounts that Qwest is required to pay Customer for such month pursuant

to this Agreement, will be considered past due and will bear interest at the reference rate of Bank of America on the date the payment was initially due plus two hundred fifty (250) basis points, commencing upon the first calendar day following the Due Date through the date of receipt of payment. Any amount not paid by the Due Date but validly disputed pursuant to Section 3.2(b) will, if ultimately determined to be due and owing to SGN through binding arbitration pursuant to Section 12.16, be considered past due and will bear interest at the reference rate posted by Bank of America on the Due Date, commencing upon the first calendar day following the Due Date through the date of receipt of payment.

(b) All billing disputes or requests for billing adjustments by Dex must be in good faith and submitted to SGN in writing on or prior to the Due Date, with adequate written documentation supporting the basis for the claim, and must be accompanied by payment of all undisputed amounts due; provided, however, that any withholding for disputes will not exceed ten percent (10%) of the total invoiced amount. Alternatively, if Dex has paid an invoice amount in full, Dex will have ninety (90) days from the Due Date to give notice of a dispute regarding amounts invoiced therein and already paid. Upon receipt of any such billing dispute or request for billing adjustments, SGN and Dex will promptly address and attempt to resolve the claim pursuant to Section 2.2. Each Party, in its reasonable discretion, may request additional supporting documentation with respect to such billing dispute. If it is ultimately determined through the dispute resolution procedures set forth herein that the disputed portion of an invoice is an invalid charge or that other credits or adjustments are appropriate, SGN will credit Dex's invoice for such amount (including any accrued interest thereon, as calculated in accordance with Section 3.2(a) above) in the next billing cycle.

(c) If Dex fails to pay or dispute in good faith any invoiced amount as required by this Section 3.2 by the relevant Due Date, SGN will have the right, on fifteen (15) days' prior notice to Dex, to discontinue the provision of those Services in dispute until such time as all such payments (including interest accrued thereon as calculated in accordance with Section 3.2(a)) have been made or validly disputed, in addition to the right to pursue any other remedies available at law. Such suspension of Services will not be deemed a breach of SGN's obligations under this Agreement.

### **3.3 Taxes.**

(a) Dex will pay all Taxes applicable to the Services provided to Dex. However, Dex will not be liable for any Taxes imposed on or measured by the net income or net worth of SGN or its Affiliates. To the extent permitted by law, SGN will collect such Tax from Dex in the same manner it collects such Taxes from other customers in the ordinary course of SGN's business, but in no event prior to the time it invoices Dex for the Services for which such Taxes are levied. Dex may provide SGN with a certificate evidencing its exemption from payment of or liability for such Taxes.

(b) SGN will reimburse Dex for any Taxes collected from Dex and refunded to SGN. In the event a Tax is assessed against SGN that is solely the responsibility of Dex and Dex desires to protest such assessment, Dex will submit to

SGN a statement of the issues and arguments requesting that SGN grant Dex the authority to prosecute the protest in SGN's name. SGN's authorization will not be unreasonably withheld. Dex will finance, manage, control and determine the strategy for such protest while keeping SGN reasonably informed of the proceedings. However, the authorization will be periodically reviewed by SGN to determine any adverse impact on SGN, and SGN will have the right to reasonably withdraw such authority at any time. Upon notice by SGN that it is so withdrawing such authority, Dex will expeditiously terminate all proceedings. Any adverse consequences suffered by Dex as a result of the withdrawal will be submitted to arbitration pursuant to Section 12.16. Any contest for Taxes brought by Dex may not result in any lien attaching to any property or rights of SGN or otherwise jeopardize SGN's interests or rights in any of its property. Dex agrees to indemnify SGN for all Losses that SGN incurs as a result of any such contest by Dex.

(c) The provisions of this Section 3.3 will govern the treatment of all taxes arising as a result of or in connection with this Agreement notwithstanding any other Article of this Agreement to the contrary.

#### **ARTICLE IV SGN RESPONSIBILITIES**

**4.1 General Obligations.** SGN will provide the Services to Dex on a non-discriminatory basis, will use commercially reasonable best efforts to provide the Services in a manner consistent with past practices of the predecessor of SGN immediately prior to the sale of SGN to Buyer in the allocation of personnel time and resources and in meeting the directory publication schedule, and will perform its duties hereunder with the same quality, degree of care, responsiveness and diligence as it uses to provide similar services to its Affiliates, in a manner consistent with then current practices and at levels consistent with the practices of the predecessor of SGN immediately prior to the sale of SGN to Buyer (the "**Service Standards**"). The Parties acknowledge that the directory publication schedule does not evenly distribute directories within any quarter between Dex and SGN, which yields variable emphasis by SGN and the Management Team to Dex at various times. SGN's obligation to provide the Services to Dex is contingent upon Dex providing any information, upon SGN's request and within a reasonable time, that in SGN's reasonable business judgment is necessary to enable SGN to provide the Services. SGN will use its commercially reasonable best efforts to conduct its duties hereunder in a lawful manner in compliance with applicable laws, statutes, rules and regulations and in accordance with the Service Standards.

**4.2 Responsibility for Personnel.** All personnel employed, engaged or otherwise furnished by SGN in connection with its rendering of the Services will be SGN's employees, agents or subcontractors, as the case may be (collectively, "**SGN Personnel**"). SGN will have the sole and exclusive responsibility for SGN Personnel, will supervise SGN Personnel and will cause SGN Personnel to cooperate with Dex in performing the Services in accordance with the Service Standards. Except as set forth in Exhibit C to the Joint Management Agreement, SGN will pay and be responsible for the payment of any and all premiums, contributions and taxes for workers' compensation insurance, unemployment compensation, disability insurance, and all similar provisions

now or hereafter imposed by any Governmental Entity with respect to or measured by wages, salaries or other compensation paid or to be paid by SGN to SGN Personnel.

**4.3 Reports.** SGN will provide Dex with the reports pertaining to the Services described in Exhibit E. Any material changes or additions to the frequency, content, format or other aspects of any periodic reports by SGN will be made pursuant to the Change Request process in Section 1.2 or as otherwise agreed to in writing by the Parties.

**4.4 Books and Records; Access to Information.** SGN will keep and maintain books and records on behalf of Dex in accordance with past practices and internal control procedures. The Project Managers and Qwest will have the right, at any time and from time to time upon reasonable prior written notice to SGN, to inspect and copy (at its expense) during normal business hours at the offices of SGN the books and records relating to the Dex Business maintained by SGN with respect to Dex, or SGN's performance of its obligations hereunder. This inspection right will include the ability of Dex's financial auditors to review such books and records in the ordinary course of performing standard financial auditing services for Dex (but subject to SGN imposing reasonable access restrictions to SGN's and its Affiliates' proprietary information and such financial auditors executing appropriate confidentiality agreements reasonably acceptable to SGN). SGN will promptly respond to any reasonable written requests for information or access.

**4.5 Limitations on SGN Obligations.**

(a) In providing the Services, SGN will not be obligated to: (i) hire any additional employees; (ii) maintain the employment of any specific employee; or (iii) purchase, lease or license any additional equipment or other assets, subject to SGN's obligations to perform the Services in accordance with the Service Standards set forth in Section 4.1 above.

(b) SGN will not be obligated to perform or to cause to be performed any of the Services in a volume or quantity that substantially exceeds the volumes or quantities of such Services performed for the Dex Business as set forth in the Business Plan, except as the Parties may otherwise agree pursuant to the Change Request process set forth in Section 1.2.

(c) Notwithstanding anything to the contrary contained herein, this Agreement will not constitute an agreement for SGN to provide Services to Dex to the extent that the provision of any such Services would not be in compliance with applicable material laws, statutes, rules and regulations.

**4.6 Access and Security.** Subject to compliance with the terms of Sections 5.2(b), Dex personnel will have such access to SGN's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and SGN Personnel, during normal business hours and in a manner that does not interfere with SGN's ability to operate the Transferred Business, as is reasonably

necessary to receive the Services and satisfy its obligations in accordance with the terms of this Agreement. Except for access on an emergency basis, Dex will use commercially reasonable efforts to give SGN at least twenty-four (24) hours' prior notice for physical access to SGN's premises for any purpose, excluding regular and ongoing access.

**4.7 Return of Property and Equipment.** Upon expiration or termination of this Agreement or the earlier termination of any Service hereunder, SGN will be obligated to return to Dex, as soon as is reasonably practicable, but in no event later than fifteen (15) days, any equipment or other property or materials of Dex relating to the Services so terminated that is in SGN's control or possession.

## **ARTICLE V DEX RESPONSIBILITIES**

**5.1 General Obligations.** If input or other information has been provided by a business unit or operational group within Dex to another business unit or group now located or provisioned in SGN in the past in connection with the provision of a service similar to the Services, Dex will deliver to SGN such input or information in substantially the same general format and level of detail and at substantially the same general times as previously furnished by such business unit or operational group. Dex will cooperate with SGN as SGN may reasonably request and perform such other duties and tasks as may be reasonably required to permit SGN to perform the Services. Except as set forth in Exhibit C to the Joint Management Agreement, Dex agrees that it will be solely responsible for all liabilities, costs, obligations and payments due or to become due to its employees, independent contractors, suppliers or others providing goods, services or equipment, including any withholding tax, social security, insurance or union payments, and the compliance with any and all workers' compensation laws or similar employer obligations or requirements with respect to its employees.

**5.2 Access and Security.**

(a) Subject to clause (b) below, the SGN Personnel will have such access to Dex's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal business hours and in a manner that does not interfere with Dex's ability to operate the Dex Business, as is reasonably necessary to provide the Services in accordance with the terms of this Agreement. Except for access on an emergency basis, SGN will use commercially reasonable efforts to give Dex at least twenty-four (24) hours' prior notice for physical access to Dex's premises for any purpose, excluding regular and ongoing access.

(b) All personnel of a Party will comply with the other Party's reasonable security requirements when on the other party's premises. Notwithstanding any other provision of this Agreement to the contrary, a Party will have the right to refuse access to or immediately to terminate the right of access to its premises of any personnel of the other Party should such Party determine in its reasonable discretion for any lawful reason that such termination is in the best interests of such Party, provided that all other

personnel of the other party will continue to have access and at no time will an unreasonable number of personnel of the other Party be refused such access.

**5.3 Return of Property and Equipment.** Upon expiration or termination of this Agreement or the earlier termination of any Service hereunder, Dex will be obligated to return to SGN, as soon as is reasonably practicable, but in no event later than fifteen (15) days, any equipment or other property or materials of SGN relating to the Services so terminated that is in Dex's control or possession.

## **ARTICLE VI SYSTEMS ACCESS; SYSTEMS UPGRADE**

**6.1 Systems Access.** In order to maintain the confidentiality of Dex's and SGN's respective customer information and other proprietary information located in any shared systems, and to maintain the security of such systems, Dex and SGN will implement such security mechanisms as the Parties' jointly determine are necessary in accordance with Section 2.3 of the Separation Agreement.

**6.2 Replacement or Upgrade of Shared Systems.** If SGN intends to upgrade, enhance or replace any of the shared systems through which Services are being provided to Dex hereunder (other than the migration of the systems, software and platforms utilized in operating the Business to a new platform licensed and supported by Amdocs, Inc. (the "**Amdocs Project**")), SGN will notify Dex ninety (90) days in advance of any such upgrade, enhancement or replacement and provide a good faith estimate of each Party's pro rata share of the costs of any such upgrade, enhancement or replacement, including the cost of any additional security systems. If Dex elects to receive the benefits of the upgrade, enhancement or replacement of such systems, Dex will pay its proportionate share of the increased cost (including security costs) of the Services as a result of any such upgrade, enhancement or replacement. If Dex elects not to receive the benefits of such upgrade, enhancement or replacement, the Parties will cooperate to implement a commercially reasonable alternative arrangement whereby SGN will continue to perform the Services on Dex's behalf without the benefits of such upgrade, enhancement or replacement at no additional cost to Dex.

## **ARTICLE VII INSURANCE**

**7.1 Obligation to Maintain Insurance.** At all times during the Term: (i) SGN will carry and maintain, in each jurisdiction in which the Services are provided, insurance covering its facilities used for and employees engaged in the delivery of the Services, of such types, with such policy limits and deductible levels at least commensurate with industry standards for businesses of similar size, scope and activities; and (ii) Dex will carry and maintain insurance covering its facilities, employees and the Dex Business, of such types, with such policy limits and deductible levels as are consistent with current levels. All required insurances will be underwritten by an insurer licensed to do business in the United States with an A.M. Bests rating of A VII or better.

**7.2 Additional Insureds.** Each Party will furnish to the other certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all of the coverage referenced above. SGN will name Dex, and Dex will name SGN, as an additional insured on the general liability, automobile liability and umbrella liability to the extent of such Party's obligations under this Agreement, and will add an endorsement to each applicable policy naming the other Party as an additional insured thereunder. Such certificate or other documentation will include a provision whereby thirty (30) days' notice must be received by the other Party prior to coverage cancellation or alteration by either the insured Party or the applicable insurer. Such cancellation or alteration will not relieve the insured Party of its continuing obligation to maintain insurance coverage in accordance with this Article VII.

**7.3 Waivers.**

(a) SGN and Dex each waive all rights to recover against each other for any Loss arising under this Agreement from any cause covered by insurance carried by each of them pursuant to this Agreement or any other insurance actually carried by each of them, except for the right to enforce either Party's right as an additional insured under this Agreement, to obtain recovery pursuant to this Agreement or to obtain indemnification pursuant to this Agreement; provided, however, that nothing in this Article VII will expand, contract or otherwise affect the scope of a Party's liability under Article IX; provided further, that each Party will be responsible for the payment of, and will indemnify the other Party for, any deductible or retention with respect to such Party's insurance coverage.

(b) SGN and Dex will cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all policies of insurance (except workers compensation and employer's liability) carried in connection with this Agreement. If such waiver of subrogation is unobtainable or obtainable but at additional expense, the Party unable to obtain the waiver will notify the other Party. The Party receiving such notice will have the option to pay the amount of such additional expense, in which event the obligation to obtain such waiver of subrogation will continue. If the above option is not exercised, then neither Party will waive its insurer's right of subrogation.

**ARTICLE VIII  
TERM AND TERMINATION**

**8.1 Term.** The term of this Agreement will commence as of the Effective Date and will continue in full force and effect until the earlier of the Second Closing or the one (1) year anniversary of the Separation Trigger Date (the "**Term**"). The term for each Service provided hereunder will be as set forth in Exhibit A, Exhibit B, Exhibit C, and Exhibit D, as applicable.

**8.2 Termination By Dex.** Dex may only terminate this Agreement or SGN's obligation to perform a category of Services referenced in an applicable Exhibit (i.e. Dex may terminate QwestDex Direct or Book Manufacturing Services, e.g., but not

individual functions within such categories of Services) prior to the expiration of the Term by giving SGN not less than the advance notice, if any, specified for the Services in Exhibit A, Exhibit B, Exhibit C, and Exhibit D, as applicable. If no such notice period is specified in the applicable Exhibit, Dex will not have any early termination right for the applicable Service, other than as a result of a breach by SGN of its obligations under this Agreement with respect to such Service, which breach remains uncured by SGN for thirty (30) days following the receipt of written notice of such breach from Dex. If this Agreement or any Service hereunder is terminated by Dex in accordance with this Section 8.2, this Agreement and/or SGN's obligation to perform the applicable Service so terminated will terminate at the end of the applicable notice period, but this Agreement will continue in full force and effect with respect to all other Services not so terminated.

**8.3** Termination by SGN. SGN will have the right to terminate this Agreement or any Service (in whole or in part) with no termination liability to Dex (except as set forth below) upon the occurrence of any of the following events, provided that Dex is given ninety (90) days' written notice prior to such termination (except as set forth below):

- (a) Dex fails to pay any invoice in accordance with the terms and conditions in Article III and has not cured any such failure to pay an invoice in the time periods and with the dispute rights set forth therein;
- (b) Dex breaches in any material respect any other material covenant or obligation in this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof from SGN;
- (c) Dex becomes the subject of a liquidation proceeding, makes an assignment for the benefit of creditors or admits in writing its inability to pay debts when due;
- (d) In accordance with Section 2.2(c); or
- (e) Upon termination of the entire Publishing Agreement by SGN in accordance with its terms and conditions.

## **ARTICLE IX**

### **LIMITED WARRANTY; LIMITATION ON LIABILITY; INDEMNIFICATION**

**9.1** Limited Warranty. SGN will perform the Services hereunder in accordance with the Service Standards. Except as specifically provided in this Agreement, SGN makes no express or implied representations, warranties or guarantees relating to its performance of the Services under this Agreement, including any warranty of merchantability, fitness, quality, non-infringement of third party rights, suitability or adequacy of the Services for any purpose or use or purpose. Without limiting the generality of the foregoing, Dex agrees that SGN assumes no responsibility for the adequacy or accuracy of Dex's financial statements or filings with the Securities and Exchange Commission. Upon Dex's written request, SGN will (to the extent possible and subject to SGN's contractual obligations) pass through the benefits of any express

warranties received from third parties relating to the Services, and will (at Dex's expense) assist Dex with any warranty claims related thereto.

**9.2 Performance and Tangible Property Indemnification.** Subject to the limitations of liability set forth in Section 9.4, SGN and Dex will indemnify and hold each other harmless against all Losses resulting from: (i) such Party's performance or failure to perform, in any material manner, any of its obligations under this Agreement; (ii) the breach by such Party, in any material manner, of any representation, warranty, covenant or agreement contained herein; or (iii) loss of or damage to tangible real or tangible personal property (including damage to their property), in any material manner, in each case to the extent that such Loss was proximately caused by any negligent or willful act or omission by the Party from whom indemnity is sought, its agents, employees or subcontractors, in connection with the provision or receipt of the Services. Any claim for indemnity under this Section 9.2 must be brought within one (1) year after the event giving rise to the claim or will be deemed forever waived; provided, however, that claims by a Party arising as a result of third party claims against such Party may be brought at any time within the applicable statute of limitations.

**9.3 Notice and Procedures.** A Party seeking indemnification pursuant to Section 9.2 (the "**Indemnified Party**") will give prompt written notice in reasonable detail (the "**Notice of Claim**") to the indemnifying Party (the "**Indemnifying Party**") stating the basis of any claim for which indemnification is being sought hereunder within thirty (30) days after its knowledge thereof; provided, however, that the Indemnified Party's failure to provide any such notice to the Indemnifying Party will not relieve the Indemnifying Party of or from any of its obligations hereunder, except to the extent that the Indemnifying Party suffers prejudice as a result of such failure. If the facts giving rise to such indemnification involve an actual or threatened claim by or against a third party:

(a) the Parties will cooperate in the prosecution or defense of such claim and will furnish such records, information and testimony and attend to such proceedings as may be reasonably requested in connection therewith; and

(b) the Indemnified Party will make no settlement of any claim that would give rise to liability on the part of the Indemnifying Party without the latter's prior written consent which will not be unreasonably withheld or delayed, and the Indemnifying Party will not be liable for the amount of any settlement affected without its prior written consent.

**9.4 Consequential Damages.** Except with respect to a Party's fraud or willful misconduct, neither Party, or its Affiliates, will be liable to the other Party, or its Affiliates, for any damages other than direct damages. 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.

**9.5 Management Liability.** Each Party acknowledges and agrees that the obligations of the other Party hereunder are exclusively the obligations of such other Party and are not guaranteed directly or indirectly by such other Party's shareholders, officers, directors, agents or any other Person. Except as otherwise specifically set forth in a separate agreement, each Party will look only to the other Party and not to any director, officer, employee or agent (including any member of the Management Team) for satisfaction of any claims, demands or causes of action for damages, injuries or losses sustained by any Party as a result of the other Party's action or inaction.

## **ARTICLE X CONTINGENCY SEPARATION PLAN; ADDITIONAL CONTINUING COVENANTS**

**10.1 Contingency Separation Plan.** The Parties have agreed to certain fundamental principles, allocation of costs and proposed timelines upon which Dex and SGN will prepare to operate as completely independent companies (the "**Separation**") following the termination of the LLC II Purchase Agreement prior to the consummation of the Second Closing (such date of termination, the "**Separation Trigger Date**"), as more fully set forth in the Separation Agreement. SGN and Dex agree to perform their respective obligations hereunder in accordance with the terms of the Separation Agreement, as such may be amended from time to time.

**10.2 Publishing Schedule.** During the Term, Dex and SGN will not alter the publication schedule for any of their respective directories, as such publishing schedule is in effect for calendar year 2002 as of the Closing Date and for calendar year 2003 as of December 1, 2002, in each case without the prior written consent of the other Party. Dex and SGN will use commercially reasonable efforts to cooperate in establishing a publication schedule for their respective directories for calendar years 2004 and beyond, if necessary, in accordance with past practice and with sufficient lead time to avoid interruption or delay in the publication process for either SGN or Dex.

## **ARTICLE XI FORCE MAJEURE**

**11.1 Force Majeure Conditions.** Except with respect to Dex's obligation to pay for Services as provided herein, in no event will either Party be liable to the other for any delay or other failure to perform hereunder that is due to: (i) the other Party's unreasonable delay in supplying or failure to supply approvals, information, materials, or services called for or reasonably required under the terms of this Agreement; provided, however, that the Party has previously requested such approvals, information, materials or services with reasonable prior notice; or (ii) occurrences or circumstances beyond such Party's reasonable control (including 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 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), in each case during the period and to the

extent that such extraordinary condition delays, impairs or prevents such Party's performance (collectively, "***Force Majeure Conditions***"). If any Party does not perform any of its obligations hereunder as a result of a *Force Majeure* Condition, and any other Party's performance of its obligations hereunder are conditioned upon the first Party's performance, then notwithstanding anything in this Agreement to the contrary, the other Party's performance will be excused (including payment obligations) until such time as the first Party has performed those obligations prevented by the *Force Majeure* Condition.

**11.2 Performance Times.** Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost because of any delay or failure to perform excusable under this Article XI. The Party claiming excusable delay will use commercially reasonable efforts to notify the other Party of the *Force Majeure* Condition and to mitigate the effects of the *Force Majeure* Condition giving rise to the delay so as to continue performing as required hereunder as expeditiously as reasonably possible.

## **ARTICLE XII MISCELLANEOUS**

**12.1 No Partnership or Joint Venture; Independent Contractor.** Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between SGN, Dex or their respective successors or assigns. The Parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No Party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever. The Parties expressly acknowledge that SGN is an independent contractor with respect to Dex in all respects, including with respect to the provision of the Services.

**12.2 Amendments; Waivers.** Except as expressly provided herein, this Agreement and any attached Exhibit may be amended only by agreement in writing of all 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 any 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.

**12.3 Schedules and Exhibits; Integration.** Each Schedule and Exhibit delivered pursuant to the terms of this Agreement must be in writing and will constitute a part of this Agreement, although schedules need not be attached to each copy of this Agreement. This Agreement, together with such Schedules and Exhibits, and the other Commercial Agreements (as defined in the LLC Purchase Agreement) constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

**12.4 Further Assurances.** Each Party will take such 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.

**12.5 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.

**12.6 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 and in all material respects.

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

**12.8 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.

**12.9 Confidentiality.** Each of the Parties agrees that all non-public, confidential information received from the other party is deemed received pursuant to the Confidentiality Agreement, and each Party will, and will cause its representatives (as defined in the Confidentiality Agreement) to, comply with the provisions of the Confidentiality Agreement with respect to such information, and the provisions of the Confidentiality Agreement are hereby incorporated by reference with the same effect as if fully set forth herein. The obligations contained in this Section 12.9 will survive the termination or expiration of this Agreement for a period of one (1) year.

**12.10 Successors and Assigns; No Third Party Beneficiaries.** This Agreement is binding upon and will inure to the benefit of each Party and its successors

or assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person or Governmental Entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

**12.11 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 for overnight delivery 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 the other Party will, unless another address is specified by such Party in writing, be sent to the address indicated below:

If to SGN, addressed to:

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

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

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

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

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

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

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

If to Dex, addressed to:

Qwest Dex, Inc.  
198 Inverness Drive West  
Englewood, CO 80112  
Attention: Dex Project Manager  
Fax: \_\_\_\_\_

With a copy to:

Qwest Communications International Inc.  
1801 California Street  
Denver, CO 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

**12.12 Expenses.** Except as otherwise provided herein, the Parties will each pay their own expenses incident to the negotiation, preparation and performance of this Agreement, including the fees, expenses and disbursements of their respective investment bankers, accountants and counsel.

**12.13 Waiver.** No failure on the part of any 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.

**12.14 Representation by Counsel; Interpretation.** Each of the Parties acknowledges 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.

**12.15 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.

**12.16 Arbitration; Jurisdiction.** Subject to Article II and Section 3.2(b), 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, Dex, on the one hand, and SGN, on the other hand, each having the right to appoint one arbitrator, who will together appoint a third neutral arbitrator within thirty (30) days after the appointment of the last Party-designated arbitrator. All arbitration proceedings will take place in Denver, Colorado. The arbitrators will be entitled to award monetary and equitable relief, including specific performance and other injunctive relief; provided, however, that only damages allowed pursuant to this Agreement may be awarded. Except as otherwise expressly provided in this Section 12.16, 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. The Parties agree that the arbitrators will include, as an item of damages, the costs of arbitration,

including reasonable legal fees and expenses, incurred by the prevailing party if the arbitrators determine that either: (i) the non-prevailing party did not act in good faith when disputing its liability hereunder to the prevailing party or when initiating a claim against the prevailing party; or (ii) the prevailing party has had to resort to arbitration with respect to a substantially similar claim more than twice in any thirty-six (36) month period. Should it become necessary to resort or respond to court proceedings to enforce a Party's compliance with this Section 12.16, 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.

**12.17 General Rules of Construction.** For all purposes of this Agreement and the Exhibits and Schedules delivered pursuant to this Agreement: (i) the terms defined in Annex 1 have the meanings assigned to them in Annex 1 and include the plural as well as the singular; (ii) all accounting terms not otherwise defined herein have the meanings assigned under GAAP; (iii) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement; (iv) pronouns of either gender or neuter will include, as appropriate, the other pronoun forms; (v) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; (vi) "or" is not exclusive; (vii) "including" and "includes" will be deemed to be followed by "but not limited to" and "but is not limited to," respectively; (viii) any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified; and (ix) any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder.

**IN WITNESS HEREOF**, each of the Parties has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**QWEST DEX, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SGN LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ANNEX 1: DEFINITIONS

“**Active Service**” means any Service for which, as of a referenced date, the term for providing such Service has not expired or been earlier terminated in accordance with this Agreement.

“**Actual Cost**” means one hundred percent (100%) of the actual fully burdened cost incurred by SGN in performing a particular Service on behalf of Dex.

“**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, whether through ownership interests, by contract or otherwise.

“**Agreement**” has the meaning set forth in the introductory paragraph.

“**Allocated Actual Cost**” means fifty-seven percent (57%) of the actual fully burdened cost incurred by SGN (including, if appropriate, an allocable share of rent), in aggregate, in performing a particular Service on behalf of Dex and the equivalent service on its own behalf.

“**Amdocs Project**” has the meaning set forth in Section 6.2.

“**Base Charges**” has the meaning set forth in Section 3.1(a).

“**Business**” has the meaning ascribed to such term in the LLC Purchase Agreement.

“**Business Plan**” means the business plan for Dex for fiscal years 2002 through 2006, attached as Exhibit F, as such may be amended by SGN and Dex from time to time pursuant to the Separation Agreement.

“**Buyer**” has the meaning set forth in the recitals.

“**Change**” has the meaning set forth in Section 1.2(a).

“**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; (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.

**"Change Request"** has the meaning set forth in Section 1.2(b).

**"Closing"** has the meaning ascribed to such term in the LLC Purchase Agreement.

**"Closing Date"** has the meaning ascribed to such term in the LLC Purchase Agreement.

**"Confidentiality Agreement"** means that certain Confidentiality Agreement between Welsh, Carson, Anderson & Stowe IX, L.P. and Qwest Services Corporation, dated as of April 22, 2002.

**"Dex"** has the meaning set forth in the introductory paragraph.

**"Dex Business"** means the "Rodney Transferred Business" as such term is defined in the LLC II Purchase Agreement.

**"Dex Project Manager"** has the meaning set forth in Section 2.1(b).

**"Dex Region"** has the meaning set forth in Section 2.3(b).

**"Dispute"** has the meaning set forth in Section 2.2(a).

**"Due Date"** has the meaning set forth in Section 3.2(a).

**"Effective Date"** has the meaning set forth in the introductory paragraph.

**"Force Majeure Conditions"** has the meaning set forth in Section 11.1.

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

**"Indemnified Party"** has the meaning set forth in Section 9.3.

**"Indemnifying Party"** has the meaning set forth in Section 9.3.

**“Inquiry”** has the meaning set forth in Section 2.3(a).

**“Joint Management Agreement”** means that certain Joint Management Agreement by and between SGN, Buyer, Qwest and Dex, to be entered into at the Closing.

**“LLC Purchase Agreement”** has the meaning set forth in the recitals.

**“LLC II Purchase Agreement”** has the meaning set forth in the recitals.

**“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.

**“Management Team”** has the meaning ascribed to such term in the Joint Management Agreement.

**“New Service”** has the meaning set forth in Section 1.3.

**“Notice of Claim”** has the meaning set forth in Section 9.3.

**“Party”** or **“Parties”** has the meaning set forth in the introductory paragraph.

**“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.

**“Project Managers”** has the meaning set forth in Section 2.1(b).

**“QSC”** has the meaning set forth in the recitals.

**“Qwest”** has the meaning set forth in the recitals.

**“Second Closing”** has the meaning set forth in the recitals.

**“Separation”** has the meaning set forth in Section 10.1.

**“Separation Agreement”** means that certain Separation Agreement by and between SGN, Buyer, Qwest and Dex, to be entered into at the Closing.

**“Separation Trigger Date”** has the meaning set forth in Section 10.1.

“**Service**” and “**Services**” have the meanings set forth in Section 1.1.

“**Service Standards**” has the meaning set forth in Section 4.1.

“**SGN**” has the meaning set forth in the introductory paragraph.

“**SGN Personnel**” has the meaning set forth in Section 4.2.

“**SGN Project Manager**” has the meaning set forth in Section 2.1(b).

“**Tax**” or “**Taxes**” means: (i) all state and local sales, use, value-added, gross receipts, foreign, privilege, utility, infrastructure maintenance, property, federal excise and similar levies, duties and other similar tax-like charges lawfully levied by a duly constituted taxing authority against or upon the Services; and (ii) tax-related surcharges or fees that are related to the Services identified and authorized by applicable tariffs.

“**Term**” has the meaning set forth in Section 8.1.

“**Transferred Business**” has the meaning ascribed to such term in the LLC Purchase Agreement.

**EXHIBIT A: INFORMATION TECHNOLOGY SERVICES**

<b><u>Service Description</u></b>	<b><u>Base Charges (Monthly)</u></b>	<b><u>Term of Service</u></b>
Manage and provide services related to development and maintenance of existing production systems and applications; purchase and coordinate Qwest-provided IT services; coordinate transition of any platforms, modules or software to new vendors (e.g. Amdocs Project); manage vendors responsible for hardware/software maintenance and provisioning; manage vendors supporting information technology products and services; systems and hardware maintenance and development (i.e. enhancements, programming changes or additional functionality); infrastructure and resource planning; and training.	Allocated Actual Cost	Term
Additional capital expenditures in ordinary course of business (including Amdocs, if implemented)	As agreed by Parties pursuant to Section 5.18 of the LLC Purchase Agreement (with respect to the costs of the Amdocs Project, if any) and <u>Article VI</u> of this Agreement (with respect to all other capital expenditures).	Term

**Termination Notice Period.** Any category of the Information Technology Services may be terminated by Dex in accordance with Section 8.2 of the Agreement on thirty (30) days' prior written notice.

## EXHIBIT B: WEBSITE MANAGEMENT SERVICES

<u>Service</u>	<u>Base Charges (Monthly)</u>	<u>Term of Service</u>
Qwestdex.com Website Management Services, as set forth below.	Allocated Actual Cost	Term of this Agreement, as set forth below.

### Management of Qwestdex.com and Other Sites Between the Closing Date and the Second Closing or Completion Date.

From the Closing Date until the earlier of the consummation of Second Closing or the Completion Date, SGN will operate the world wide web site located at www.qwestdex.com (“**QDC Site**”) on behalf of both Dex and SGN. Dex will reimburse SGN for Dex’s Allocated Actual Cost with respect to SGN’s operation of the QDC Site. The QDC Site will contain listings and ads from Colorado, Iowa, Minnesota, Nebraska, New Mexico, North Dakota, South Dakota, El Paso, Texas and the other area in which SGN operates the Transferred Business as contemplated by the Business Plan (collectively, the “**SGN Region**”) (the revenues from which will be owned by SGN) and listings and ads from the Dex Region (the revenues from which will be owned by Dex). The QDC site will also contain listings and ads from outside the SGN Region and Dex Region, with revenues from such ads to be owned by the Party selling such ads, subject to the restrictions on such sales and the sharing of national advertisement revenues set forth below.

### Operation of Qwestdex.com and Other Sites Between the Closing Date and the Second Closing or Separation Trigger Date.

From the Closing Date until the earlier of the Separation Date or the Second Closing, a user who accesses or otherwise navigates the world wide web via any domain name transferred to SGN pursuant to the IP Contribution Agreement (the “**SGN Domains**”) that was operational as of the Closing Date will be directed to the world wide web site (or any successors thereto) associated with the URL for such SGN Domain prior to the Closing Date. In addition, in the event that any SGN Domain that was not in use at the Closing Date is used or otherwise made operational by or for SGN after the Closing Date but before the Second Closing or Separation Date, all users accessing or otherwise navigating the world wide web via such SGN Domain during such period will be directed back to the QDC Site, unless otherwise agreed to by the Parties.

Dex and SGN will continue to sell regular ads for the QDC Site in the ordinary course of business and each will receive their respective revenue from such sales; provided, however, that neither Party will grant any type of exclusivity to any advertiser or agree to cost-favored placement or size restrictions without the other Party’s consent. Listing and ad content will be loaded onto the QDC Site through central website management in the same manner as it occurs today.

Banner ads, pop-up ads and other premium advertising on the front page and listing pages will be sold by each of Dex and SGN in the ordinary course of business and must be coordinated through central website management to avoid clutter and oversale of premium space on the QDC Site. Dex and SGN will share all revenues generated by banner ads, pop-up ads and other premium advertising not specifically associated with the Dex Region or the SGN Region, to the extent such consists of national advertising, on a pro rata basis (i.e., 43% / 57%). Dex and SGN will also share the costs of all third party linking agreements on a pro rata basis.

With respect to the “directory source” product (and sales generated through the directorysource.com or thedirectorysource.com domains) and the “request match now” product (requestmatchnow.com domain), SGN will complete fulfillment and other obligations for these services (i.e. distribution of directories purchased by end users of the directorysource.com website) on behalf of both Parties. The costs and expenses from these products will be shared on a pro rata basis. Revenues generated by these products will be allocated on a region-by-region basis, based on (in the case of directory source) the region attributable to the directories sold or, where such regional allocation is not possible or where the revenues are not attributable to either the SGN Region or the Dex Region, on a pro rata basis.

At all times prior to the Completion Date (as defined below), the Parties will each maintain a privacy policy with respect to the QDC Site and the Linked Site (as defined below), as applicable, that is not materially less protective of users of such world wide web sites than the privacy policy that governs the QDC Site at the Closing Date.

#### Operation of QDC and Other Sites Following Second Closing.

Following the Second Closing, SGN (and its Affiliate GPP LLC) will have the exclusive right to use the QDC Site (although the domain name will still be owned by Qwest) for the term of the Domain Name Lease Term (as defined in the IP Contribution Agreement), and will be responsible for managing the site and the content. SGN will migrate off the QDC domain by the end of the term of the Trademark License Agreement. SGN may also maintain a link from QDC to its own branded site pursuant to the terms of the Trademark License Agreement.

Following the Second Closing, Qwest will have no obligation to redirect users of any Qwest world wide web site to the QDC Site. However, Qwest may operate other national directory and listing information sites consistent with its obligations under the Non-Compete and Non-Solicitation Agreement.

In addition, within a reasonable time following the Second Closing, SGN will identify one world wide web site hosted at a domain name (not containing “Qwest,” any Mark (as defined in the Trademark License Agreement), or any other trademark of Qwest) chosen and registered by SGN (the “**Linked Site**”) and will migrate SGN’s world wide web site from the QDC Site to the Linked Site no later than the date of the expiration or termination of the Trademark License Agreement. SGN will maintain a link “above the fold” on the home pages of the QDC Site and of the Linked Site to the Qwest world wide web site located at www.qwest.com or the successor thereto (the “**Qwest Site**”) during the term of the Publishing Agreement. SGN will be solely

responsible for domain name registration, maintenance, hosting and other operation of the Linked Site, the SGN Sites (as defined below) and all other world wide web sites of SGN.

#### Operation of QDC and Other Sites Following Separation.

Following the Separation Trigger Date, SGN will clone the QDC Site and create its own branded site (the “**Linked Site**”) which it will operationalize as soon as practicable, but in no event longer than six months following the Separation Trigger Date. The date on which the Linked Site is hosted and accessible on the world wide web is referred to as the “**Turn Up Date**”. Following the Turn Up Date, SGN will continue to manage the QDC Site for a period to be mutually agreed by the Parties, but in no event longer than six months, during which the separation of the databases and other infrastructure used to run the QDC Site and the Linked Site will be completed and SGN will train the employees hired by Dex to manage the QDC Site. At the end of this period, Dex will take over management of the QDC Site and the QDC Site and the Linked Site will function as completely separate sites (the “**Completion Date**”).

SGN will continue to host existing Dex ads on the QDC Site as of the Separation Trigger Date for the term of the individual ad contract through the Completion Date, including any banner ads or pop-up ads on the front page of the QDC Site. SGN will also include on the QDC Site any Dex ads sold in the ordinary course of business following the Separation Trigger Date; provided, however, that neither Party will grant any type of exclusivity to any advertiser or agree to cost-favored placement or size restrictions without the other Party’s consent, and provided further that such advertisements are free of libel, pornography, obscenity, and any content that is abusive or threatening to any group. The costs and revenues of the QDC Site following the Separation Trigger Date until the Completion Date will be allocated between Dex and SGN on a pro rata basis (i.e., 57% / 43%); provided, however, that the cost for cloning the QDC Site and separating the databases, content and other infrastructure used to run the QDC Site from that used to run the Linked Site will be borne by Dex in accordance with the terms of Section 5.16 of the LLC II Purchase Agreement.

As soon as reasonably practicable following the Turn Up Date (taking into account restaffing and training requirements for Dex), Dex will take over operations and management of the QDC Site. All SGN Region ads will be accessible only through the Linked Site and QDC will no longer display any of these ads.

From Turn-Up Date until the earlier of the expiration or earlier termination of the Trademark License Agreement or SGN’s written request: (i) Dex will maintain a link from QDC Site to the Linked Site, provided that the Linked Site complies with the quality control standards set forth in the Trademark License Agreement, which link will be maintained by Dex in such a way as to link to the home page of the Linked Site when a user of the QDC Site requests a listing in a state within the SGN Region; and (ii) SGN will maintain a link from any world wide web site accessed through the SGN Domains (the “**SGN Sites**”) to the QDC Site, which links will be maintained by SGN in such a way as to link to the home page of the QDC Site when a user of the SGN Sites requests a listing in a state within the Dex Region. Each Party will provide the other Party with all reasonable cooperation and assistance in establishing and maintaining such links.

SGN will be solely responsible for domain name registration, maintenance, hosting and other operation of the Linked Site, the SGN Sites and all other world wide web sites of SGN.

Following termination of the Trademark License Agreement, Dex will cease to redirect users seeking information in the SGN Region to the Linked Site and SGN will cease to redirect users of the SGN Domains seeking information in the Dex Region to the QDC Site. Dex will thereafter be able to provide 50-state listing information, but only advertising content consistent with its obligations under the Non-Compete and Non-Solicitation Agreement.

## EXHIBIT C: OPERATIONS AND PRODUCTION SERVICES

<u>Service</u>	<u>Base Charges</u>	<u>Term</u>
<u>National Sales</u> : Manage sales operations related to national customer accounts, which includes maintaining relationships with CMRs as well as dealing directly with the actual customers.	Allocated Actual Cost	Term
<u>Book Manufacturing</u> : Centralized compilation, pagination, and creation of directory files and media necessary for printing and distribution of directories.	Allocated Actual Cost	Term
<u>QwestDex Direct</u> : Manage direct marketing business, which sells listing information to third parties or uses it in direct mail or email, CMR and promotional activities on behalf of third parties.	Allocated Actual Cost	Term
<u>National Operations</u> : Manage end-to-end system management, including list management, graphic production, order entry, commission and market allocation, information technology process management, and production of “books” in CD ROM form.	Allocated Actual Cost	Term

Termination Notice Period. Any category of the Operations and Production Services may be terminated by Dex in accordance with Section 8.2 of the Agreement on thirty (30) days’ prior written notice.

## EXHIBIT D: VENDOR RELATIONSHIP SERVICES

Direct Costs. Dex and SGN will each maintain direct contracts with third party vendors in each of the categories below and will be responsible for their Actual Costs arising from purchasing, payment and processing under these direct agreements. Dex and SGN will make any such payments directly to the applicable vendor.

Allocated Costs. SGN will provide management and coordination services to Dex for each of the third party vendor categories listed below under "Service" and Dex will bear its Allocated Actual Cost for these vendor relationship management and coordination services.

<u>Service Description</u>	<u>Base Charges</u>	<u>Term</u>
<u>Paper:</u> Services include, but not limited to: managing paper vendors; estimating paper requirements; identifying appropriate paper weight classes; overseeing and monitoring paper delivery schedules (paper mill to printer); and resolving other paper vendor issues as they occur. To the extent appropriate, services also include support of recycling activities of paper vendor(s).	Allocated Actual Cost	Term
<u>Printing:</u> Services include, but not limited to: managing printing vendors; estimating page counts and related requirements; identifying appropriate book specifications; preparing updated publication schedules with printer; verifying book delivery to distribution vendors; and resolving other printing vendor issues as they occur.	Allocated Actual Cost	Term
<u>Distribution:</u> Services include, but not limited to: managing distribution vendors; conducting quality checks; assessing proposed distribution routes and schedules as needed; developing distribution plans and strategies with vendor assistance; managing relationship between printer and distribution vendor; and resolving other distribution vendor issues as they occur.	Allocated Actual Cost	Term
<u>Transportation:</u> Services include, but not limited to: managing transportation vendors; evaluating shipping rate cards; assessing transportation schedules as needed; and resolving other transportation vendor issues as they occur.	Allocated Actual Cost	Term

In-House Billing: Services are limited to in-house billing support via information technology personnel.

Allocated Actual Term  
Cost

Note: Dex and SGN will manage their own LEC billing arrangements and develop and maintain separate relationships with credit agencies, collections vendors and law firms, and provide separate customer service and related support.

Internet Distribution: As part of managing the printing and distribution processes, services include, but not limited to, management of vendor responsible for transfer and distribution of directories from print to CD-ROM format.

Allocated Actual Term  
Cost

Consulting Services: Services include short-term and/or specific support in managing any vendors procured for vendor support or analysis or program execution, on an as-needed basis.

Allocated Actual Term  
Cost

Consent from Dex. In performing each of the foregoing functions, SGN will seek consent from Dex prior to any action performed by SGN that would reasonably be expected to increase the cost to Dex of any third party vendor services or arrangement managed by SGN or materially delay the provision of such third party vendor's services to Dex.

Termination Notice Period. Any category of the Vendor Relationship Services may be terminated by Dex in accordance with Section 8.2 of the Agreement on thirty (30) days' prior written notice.

## **EXHIBIT E: REPORTS**

1. Monthly Financial Management Package
2. Weekly Sales Report
3. Monthly Credit, Collections, Customer Care Reporting
4. Monthly Directory Performance Report
5. Monthly Operational Key Performance Indicators (when established)

**EXHIBIT F: BUSINESS PLAN**  
**[DELIVERED SEPARATELY]**