

EXHIBIT K

TRANSITION SERVICES AGREEMENT

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FORM OF
TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "**Agreement**") by and between Qwest Communications International Inc., a Delaware corporation ("**Qwest**") and SGN LLC, a Delaware limited liability company ("**Customer**"), 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, Qwest Services Corporation, a Colorado corporation ("**QSC**"), Qwest Dex, Inc. ("**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 Customer; and (ii) sell all of the outstanding limited liability company interests of Customer 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**"). Following the Second Closing, if applicable, "Customer" will also include GPP LLC.
- D. During the Term of this Agreement, Qwest desires to provide to Customer, and Customer desires to receive from and pay Qwest for, certain management and 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; NEW SERVICE; CHANGES

1.1 Transition Services. Qwest will provide, or cause to be provided through one or more Affiliates, to Customer, and Customer will accept and pay for, all of the services described in Exhibit A and Exhibit B for the respective periods and according to the respective terms and conditions set forth herein and therein (collectively the “**Services**” and individually a “**Service**”).

1.2 New Services. Customer may, from time to time during the Term of this Agreement, submit a written request to Qwest to add a new service related to the transitional operation of the Transferred Business (“**New Service**”). Qwest will notify Customer 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 Customer. Such notice will set forth the terms under which Qwest 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 Qwest provides 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 Qwest charges its Affiliates for comparable services, if applicable, or at Qwest’s fully burdened cost, if no comparable services are provided to any Affiliates. Customer 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 Qwest’s proposal. Any acceptance by Customer 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 Customer rejects Qwest’s proposed terms for performing the New Service, the Parties will negotiate in good faith the terms upon which Qwest would be willing to provide such New Service to Customer.

1.3 Changes to the Services.

(a) During the Term, the Parties may agree, as provided below, to modify the terms and conditions of Qwest’s performance or Customer’s acceptance and payment for 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 other Party, as follows: (i) in the case of Qwest, to the SGN Project Manager (as defined in the Professional Services Agreement); and (ii) in the case of Customer, to Afshin Mohebbi or his designated representative at Qwest. Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Parties will meet in person or by telephone to discuss the Change Request no later than seven (7) days after delivery of such Change Request to the other Party. Subject to the terms of clause (c) of this Section

1.3 below, the Party receiving the Change Request may not unreasonably withhold, condition or delay its consent to the proposed Change. Qwest's consent may be withheld to the extent that such proposed Change would materially increase the resources required from Qwest (or its Affiliates) or otherwise materially affect Qwest's (or its Affiliates') ability to provide the Services after giving effect to the Change Request, and may be conditioned to require Customer to bear any increase in Qwest's (or its Affiliates') cost of performance. Customer's consent may be withheld to the extent that such proposed Change would materially decrease the resources provided by Qwest (or its Affiliates) or otherwise materially adversely affect Qwest's (or its Affiliates') performance of the Services after giving effect to the Change Request, and may be conditioned to require Qwest to bear any increase in Customer's cost. If the Parties agree to a Change Request, the applicable Exhibit will be deemed amended as agreed by the Parties to reflect the implementation of the Change Request as well as any conditions or other terms agreed upon.

(c) Notwithstanding any provision of this Agreement to the contrary, Qwest may make: (i) Changes to the process of performing a particular Service that do not adversely affect the benefits to Customer of Qwest's (or its Affiliates') provision of such Service in any material respect or increase Customer's cost for such Service; (ii) emergency Changes to a particular Service 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 Customer; provided, however, that Qwest will reimburse Customer for any material costs it incurs as a result of Changes pursuant to clauses (ii) and (iii) above; provided, further, with respect to clause (iii), Qwest 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 1.3(c) will not affect Customer's right to seek damages with respect to such Change and this Section 1.3(c) will not be deemed an excuse of performance. Qwest will notify Customer 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.

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

ARTICLE II DISPUTE RESOLUTION

2.1 Resolution of Disputes. All disputes arising from or relating to this Agreement, including disputes with respect to whether this Agreement has been breached (in any case, “**Disputes**”) will be resolved as follows:

(a) All Disputes will initially be submitted to the heads of the applicable divisions of each Party for resolution. If the heads of the applicable divisions of each Party 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 Qwest, to Afshin Mohebbi or his designated representative; and (ii) in the case of Customer, to George Burnett or the successor president of Customer (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 any such Dispute within such twenty (20) day period, then the Dispute will be submitted to binding arbitration as set forth in Section 11.16 below.

(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.

2.2 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 following areas: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming, El Paso, Texas or any other area in which Customer operates the Business as contemplated by the Business Plan (collectively, the “**Region**”), this Agreement will not be terminated with respect to other states or areas in the Region. Under such

circumstances, a Party may suspend, rather than terminate, this Agreement with respect to the states in the Region in which this Agreement is found unlawful, but not with respect to all states of the 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), with consideration given to the then-existing regulatory environment in such state(s).

ARTICLE III COSTS AND FEES; INVOICES; TAXES

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

(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 (the "**Base Charges**"), by wire transfer in immediately available funds to an account specified by Qwest; 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) Qwest will bill Customer at the beginning of each month for the Base Charges for Active Services performed in the immediately previous month and for any one-time costs or special charges (i.e., to be billed in arrears) agreed to pursuant to Section 3.1(b). If any Service commences or terminates on a date prior to the end of a month, the amount due will be pro rated proportionately based on the number of days elapsed in the month following commencement or prior to termination. All items on an invoice will be payable by Customer within thirty (30) days after Customer's receipt of the invoice (the "**Due Date**") by wire transfer, in immediately available funds, to an account previously specified by Qwest in writing. Any amount not paid within such period and not validly disputed pursuant to Section 3.2(b) 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 rate of 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) below will, if ultimately determined through binding

arbitration pursuant to Section 11.16 to be due and owing to Qwest, be considered past due and will bear interest at the rate of the reference rate of Bank of America on the date the payment was initially due, 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 Customer must be in good faith and submitted to Qwest in writing on or prior to the Due Date, with adequate written documentation supporting the basis for the claim, and must include 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 Customer has paid an invoice amount in full, Customer will have sixty (60) days from the Due Date to give notice of a dispute regarding amounts invoiced therein and already paid or thereafter such invoice will be deemed correct and no longer subject to dispute. Upon receipt of any billing dispute or request for billing adjustments, Qwest and Customer will promptly address and attempt to resolve the claim pursuant to Section 2.1. 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, Qwest will credit Customer'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 Customer fails to pay or dispute in good faith any invoiced amount as required by this Section 3.2 when and as due hereunder by the Due Date, Qwest will have the right, on fifteen (15) days' prior notice, 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) above) have been made, in addition to the right to pursue any other remedies available at law. Such suspension of Services will not be deemed a breach of Qwest's obligations under this Agreement.

3.3 Taxes.

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

(b) Qwest will reimburse Customer any Taxes collected from Customer and refunded to Qwest. In the event a Tax is assessed against Qwest that is solely the responsibility of Customer and Customer desires to protest such assessment, Customer will submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization will not be unreasonably withheld. Customer will finance, manage, control

and determine the strategy for such protest keeping Qwest informed of the proceedings. However, the authorization will be periodically reviewed by Qwest to determine any adverse impact on Qwest, and Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer will expeditiously terminate all proceedings. Any adverse consequences suffered by Customer as a result of the withdrawal will be submitted to arbitration pursuant to Section 11.16. Any contest for Taxes brought by Customer may not result in any lien attaching to any property or rights of Qwest or otherwise jeopardize Qwest's interests or rights in any of its property. Customer agrees to indemnify Qwest for all Losses that Qwest incurs as a result of any such contest by Customer.

(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 QWEST RESPONSIBILITIES

4.1 General Obligations. Qwest's obligation to provide the Services is contingent upon Customer providing any information, upon Qwest's request and within a reasonable time, that in Qwest's reasonable business judgment is necessary to enable Qwest to provide the Services. Qwest will comply with all applicable service level agreements and will conduct 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 the same service level, and otherwise in a lawful manner in compliance with applicable laws, statutes, rules and regulations (the "**Service Standards**").

4.2 Responsibility for Personnel. All personnel employed, engaged or otherwise furnished by Qwest in connection with its rendering of the Services will be Qwest's employees, agents or subcontractors, as the case may be (collectively "**Qwest Personnel**"). Qwest will have the sole and exclusive responsibility for Qwest Personnel, will supervise Qwest Personnel and will cause Qwest Personnel to cooperate with Customer and perform the Services in accordance with the Service Standards. Qwest will pay and be responsible for the payment of any and all premiums, contributions and taxes for workers' compensation insurance, unemployment compensation and disability insurance and all similar provisions now or hereafter imposed by any Governmental Entity that are imposed with respect to or measured by wages, salaries or other compensation paid or to be paid by Qwest to Qwest Personnel.

4.3 Books and Records; Access to Information. Qwest will keep and maintain books and records on behalf of Customer in accordance with past practices and internal control procedures. Customer will have the right, at any time and from time to time upon reasonable prior written notice to Qwest, to inspect and copy (at its expense) during normal business hours at the offices of Qwest the books and records of the Transferred Business maintained by Qwest with respect to Customer or Customer's performance of its obligations under this Agreement. This inspection right will include

the ability of Customer's financial auditors to review such books and records in the ordinary course of performing standard financial auditing services for Customer (but subject to Qwest imposing reasonable access restrictions to Qwest's and its Affiliates' proprietary information and such financial auditors executing appropriate confidentiality agreements reasonably acceptable to Qwest). Qwest will promptly respond to any requests for information or access, upon reasonable prior written notice.

4.4 Limitations on Qwest Obligations.

(a) In providing the Services, Qwest 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 (other than at Customer's sole cost and expense), subject to Qwest's obligations to perform the Services in accordance with the Service Standards set forth in Section 4.1 above.

(b) Qwest 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 Transferred 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 1.3. Qwest will not be required to perform or to cause to be performed any of the Services for the benefit of any Person other than Customer.

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

4.5 Access and Security. Subject to compliance with the terms of Section 5.2(b) below, Customer personnel will have such access to Qwest's premises, facilities, equipment (including access to telephones, photocopying equipment and the like) and Qwest Personnel, during normal business hours and in a manner that does not interfere with Qwest's ability to operate its 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, Customer will use commercially reasonable efforts to give Qwest at least twenty-four (24) hours' prior notice for physical access to Qwest's premises for any purpose, excluding regular and ongoing access.

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

ARTICLE V CUSTOMER RESPONSIBILITIES

5.1 General Obligations. Where input or other information has been provided by a business unit or operational group within Customer in the past in

connection with the provision of a service similar to the Services, Customer will deliver to Qwest such 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. Customer will cooperate with Qwest as Qwest may reasonably request and perform such other duties and tasks as may be reasonably required to permit Qwest to perform the Services. Customer 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 the employees of Customer, as applicable.

5.2 Access and Security.

(a) Subject to clause (b) below, Qwest Personnel will have such access to Customer'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 Customer's ability to operate the Transferred Business, as is reasonably necessary to provide the Services in accordance with the terms of this Agreement. Except for access on an emergency basis, Qwest will use commercially reasonable efforts to give Customer at least twenty-four (24) hours' prior notice for physical access to Customer'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, Customer will be obligated to return to Qwest, as soon as is reasonably practicable, but in no event later than fifteen (15) days, any equipment or other property or materials of Qwest relating to the Services so terminated that is in Customer's control or possession.

ARTICLE VI SOFTWARE LICENSES; IT SYSTEMS

6.1 Systems Access. In order to maintain the confidentiality of Qwest's customer information and other proprietary information and to maintain the security of Qwest's systems, Qwest and Customer agree that Qwest may implement all necessary security mechanisms and, notwithstanding anything in this Agreement to the

contrary, Qwest has no obligation to provide Customer personnel access to any proprietary Qwest systems.

6.2 No License. No license to any products, materials, software or systems (including source code associated with any such software or systems) used by or through which Qwest is providing Services to Customer hereunder (“**Materials**”) is granted, intended or implied, except as expressly set forth in the Commercial Agreements and Transaction Documents (as defined in the LLC Purchase Agreement). Customer agrees not to, except as expressly authorized and only to the extent established by applicable statutory law, attempt to (or permit others to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Materials by any means whatsoever. Customer will not remove and will use commercially reasonable measures to prevent any third party from removing any copyright or other proprietary notices from the Materials. Upon termination or earlier expiration of this Agreement, this Section 6.2 will survive.

ARTICLE VII [INTENTIONALLY OMITTED]

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 eighteen (18) month anniversary of the Closing Date (the “**Term**”), unless terminated earlier in accordance with the provisions of this Agreement.

8.2 Termination By Customer. Customer may only terminate this Agreement or Qwest’s obligation to perform a category of Services referenced in Exhibit A (i.e. Customer may terminate Human Resources or Procurement Services, e.g., but not individual functions within such categories of Services) prior to the expiration of the Term thereof by giving Qwest not less than the advance notice specified for the Services in Exhibit A. Customer may also terminate any category of Services referenced in Exhibit A as a result of a material breach by Qwest of its obligations under this Agreement with respect to such Services, which material breach remains uncured by Qwest for thirty (30) days following the receipt of written notice of such breach from Customer. If this Agreement or the Services hereunder are terminated by Customer in accordance with this Section 8.2, this Agreement and/or Qwest’s obligation to perform the applicable Services 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 Qwest. Qwest will have the right to terminate this Agreement or any Service (in each case, in whole or in part) with no termination liability to Customer (except as set forth below) upon the occurrence of any of the following

events, provided that Customer is given ninety (90) days' written notice prior to such termination (except as set forth below):

(a) Customer 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) Customer 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 Qwest;

(c) Customer 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 2.1(c); or

(e) Upon termination of the entire Publishing Agreement by Qwest or its Affiliates in accordance with its terms.

ARTICLE IX LIMITED WARRANTY; LIMITATION ON LIABILITY; INDEMNIFICATION

9.1 Limited Warranty. Qwest will perform the Services hereunder in accordance with the Service Standards. Except as specifically provided in this Agreement, Qwest 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, Customer understands and agrees that Qwest assumes no responsibility for the adequacy or accuracy of the Customer's financial statements or filings with the Securities and Exchange Commission. Upon Customer's written request, Qwest will (to the extent possible subject to Qwest's contractual obligations) pass through the benefits of any express warranties received from third parties relating to the Services, and will (at Customer's expense) assist Customer 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, Qwest and Customer 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 above (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 hereto 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, Affiliates, officers, directors, agents or any other Person. Each Party will look only to the other Party and not to any director, officer, employee or agent for satisfaction of any claims, demands or causes of action for damages, injuries or losses sustained by any Party as a result of such other Party’s action or inaction.

ARTICLE X FORCE MAJEURE

10.1 Force Majeure Conditions. Except with respect to Customer’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 either Party does not perform any of its obligations hereunder as a result of a *Force Majeure* Condition, and the 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.

10.2 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 X. 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 XI MISCELLANEOUS

11.1 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 Qwest or its successors or assigns on the one part and Customer or its successors or assigns on the other part. The Parties hereto 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 Qwest is an independent contractor with respect to Customer in all respects, including with respect to the provision of the Services.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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 11.9 will survive the termination or expiration of this Agreement for a period of one (1) year.

11.10 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 other Person or Governmental Entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

11.11 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 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 Customer, addressed to:

Attention: _____

Fax: _____

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

Attention: _____

Fax: _____

If to Qwest, addressed 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

11.12 Expenses. Except as otherwise provided herein, Qwest and Customer 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.

11.13 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.

11.14 Representation by Counsel; Interpretation. Qwest and Customer 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 Qwest and Customer.

11.15 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.

11.16 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, Qwest, on the one hand, and Customer, 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 11.16, 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 11.16, 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.

11.17 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 hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**QWEST COMMUNICATIONS
INTERNATIONAL INC.**

By: _____
Name: _____
Its: _____

SGN LLC

By: _____
Name: _____
Its: _____

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.

“**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 forty-three percent (43%) of the actual fully burdened cost incurred by Qwest in performing a particular Service on behalf of Dex and Customer.

“**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 Customer for fiscal years 2002 through 2006, attached as Exhibit B, as such may be amended by Customer and Dex from time to time pursuant to the Transition and Contingency Separation Agreement.

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

“**Change**” has the meaning set forth in Section 1.3(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 1.3(b).

"Closing" 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.

"Customer" has the meaning set forth in the introductory paragraph.

"Designated Representative" has the meaning set forth in Section 2.1(b).

"Dex" has the meaning set forth in the recitals.

"Disputes" has the meaning set forth in Section 2.1.

"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 10.1.

"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 2.2(a).

"IP Contribution Agreement" has the meaning ascribed to such term in the LLC Purchase Agreement.

"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.

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

“**New Service**” has the meaning set forth in Section 1.2.

“**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.

“**Professional Services Agreement**” means that certain Professional Services Agreement between Dex and Customer, to be entered into at the Closing.

“**Publishing Agreement**” means that certain Publishing Agreement between Qwest Corporation and Buyer, to be entered into at the Closing.

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

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

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

“**Region**” has the meaning set forth in Section 2.2(b).

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

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

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

“**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.

“**Trademark License Agreement**” means that certain Trademark License Agreement between QCII and Customer, to be entered into at Closing.

“**Transferred Business**” has the meaning, as of the Effective Date, ascribed to such term in the LLC Purchase Agreement and, following the Second Closing, will be deemed to include the Rodney Transferred Business (as defined in the LLC II Purchase Agreement).

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

WA 000959 to WA 000960

CONFIDENTIAL

EXHIBIT B: DATA ACCESS SERVICES

<u>Service</u>	<u>Base Charges (Monthly)</u>	<u>Term of Service</u>
<u>Data Access Services</u> : Receive and respond to inquiries from specified Customer employees to provide limited verbal access to certain end user data contained in Qwest proprietary systems to be used by Customer as set forth below.	Allocated Actual Cost	Term

Available Data:

Category 1: Transitional access via telephone inquiry to dedicated Dex personnel. Access to this data will ultimately be provided through a real-time, read only interface.

1. Billing Name, Billing Address and Billing Telephone Number (BTN) (may or may not be the same as the Listed information). Note: this data cannot be used for direct marketing purposes if received from Qwest.
 - Billing Name may be someone other than the business owner.
 - Billing Address may be an address other than physical location or PO Box of the business.
 - BTN may be a telephone number other than the listed/advertised telephone number.
2. Listed Name, Listed Address, and Listed Telephone Number.
 - Listed or advertised business name.
 - Physical location or PO Box of business.
 - Contracted number.
3. Bill Date and Due Date (PB - Pay Bill by Date).
 - Date of invoice.
 - Date of expected payment.
4. Payment History (to the extent already available through the ASK system).
 - History: Performance/Scoring System.
5. Customer Charges.
 - Customer Print Charges.
 - Customer Internet (IYP) Charges.

6. Monthly and Total Bill for Customer Charges (CCG and TOT).
 - Current monthly charges for Customer print only (excluding other entities).
 - Total charges for Customer print only (excluding other entities).
7. Monthly and Total Bill for Customer IYP Charges
 - Current monthly charges for Customer Internet (IYP) only (excluding other entities).
 - Total charges for Customer Internet (IYP) only (excluding other entities).
8. Directory Name and Monthly Bill for Each (Aspen 126.40, Leadville 350.90)
 - Name of each directory billed and its monthly charge.
 - Total monthly charges for directory program.
9. Payment Aging: The number of days an account is delinquent with respect to an amount specifically owed to Customer.
10. Date of any payment a portion of which was applied to amounts owed to Customer.
11. Amount of any payment to Customer.

Note: Each "Category 1" item does not necessarily reflect a particular data field within any Qwest billing system, but rather represents the type of information that Qwest will make available to Customer after they are no longer Affiliates. Therefore, provision of information from multiple fields may be necessary to relay accurately the intended information to Customer. As the system access is developed for a non-affiliated Customer, the Parties will cooperate to identify the particular fields of data involved.

Category 2: Customer will receive one-time delivery of the then-current information below following the Closing Date, but will maintain on its own data thereafter.

12. Responsible Party or Contact Individual (CI Ind) and Can Be Reached Number (CBR)
 - Person responsible for making payment.
 - Responsible party's contact number.

Category 3: Transitional access through either: (i) telephone contact with Dex employees trained with respect to what information Customer may receive; or (ii) the ASK phone-in system through the Billing and Collections Agreement. Access will ultimately be provided only through the ASK system. In addition, Qwest will migrate Customer specific information to Customer's own database. After Closing, Customer will no longer make entries directly into Qwest's system, but instead will maintain as part of its own records.

13. Notes from BOSS/CARS and Archived Information from Oscar that pertains to Customer activities or transactions with the end user.
 - Treatment made by Customer.
 - Name of person Customer spoke with.

Category 4: Continuing delivery of data that pertains only to Customer end user accounts.

1. Email notifications of any of the following actions taken by Qwest with respect to a Customer end user account: (i) delivery of a final collection notice; (ii) referral to an outside collection agency; (iii) restoral of an account; and (iv) finalization of an account, each only to the extent and in the manner currently provided to Dex.
2. CRIS Billing Batch Cycle Information, which is limited to: (i) account number; (ii) telephone number; (iii) billed amount; and (iv) number of payment installments, to the extent and in the manner currently provided to Dex..

Rules and Protocol for Customer Inquiries and Dex Responses: Qwest and Dex will work together in good faith with Customer to implement appropriate inquiry and response protocols to ensure that Customer receives access to the above data in a manner that protects proprietary information of Qwest and its Affiliates, as well as other third parties other than Customer, and in compliance with applicable law.

Termination Notice Period: The data access services may be terminated by Customer in accordance with Section 8.2 of the Agreement on thirty (30) days' prior written notice.