

# **EXHIBIT ALL-11**

## DIRECTORY LISTING LICENSE AGREEMENT

THIS DIRECTORY LISTING LICENSE AGREEMENT (hereinafter "Agreement") is entered into this Date between EMBARQ™ Management Company (hereinafter "Embarq"), and Vendor Name

(hereinafter "Publisher").

WHEREAS, Publisher plans to prepare, publish and distribute one or more telephone directories for certain geographic areas (the "Exchanges") in which Embarq affiliated companies provide telecommunications services; and

WHEREAS, Publisher wishes to obtain certain Embarq telephone directory and listing base file and/or update information, including subscribers' names, addresses, and telephone numbers ("listings") in the publication of its directories; and

WHEREAS, Publisher understands and acknowledges that the telephone directory and listing information is being taken directly from Embarq's database as it exists at the time of the duplication and thus may contain errors, omissions and/or inaccuracies which have not yet been identified and/or corrected; and

WHEREAS, Embarq is willing to furnish its non-confidential listings, for the above limited purpose only, and subject to all of the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, Publisher and Embarq hereby agree:

1. Provisions of Listings. Embarq will furnish Publisher with base file listings and/or listing updates contained in Embarq's database. The listings and listing update information (hereinafter referred to as "Data") will be furnished at the mutual

agreement of the parties in either reproduction proofs (“proofs”)(for listing base file only); CD ROM (CD); computer printout (“printout”); or via Connect Direct data transfer (Connect Direct) for the exchanges as set forth on the Listing Order Form (hereinafter referred to as “LOF”) is attached hereto and incorporated herein by reference. The record layout and/or specifications of the media provided will be as specified by Embarq.

2. Nonexclusive License. Embarq grants to Publisher during the time this Agreement is in effect, upon the terms, and conditions, hereinafter prescribed, a non-exclusive, non-assignable license to use the Data supplied by Embarq hereunder solely for the purpose of compiling, publishing, distributing and/or soliciting advertising into telephone number directories in any format. All directory listings furnished by Embarq pursuant to this Agreement will remain the exclusive property of Embarq; Publisher will acquire no ownership rights in such directory listings by reason of this Agreement. Publisher shall have no right to sublicense or permit any other publisher to use any information extracted from the Data supplied under this Agreement without the express written consent of Embarq, provided, however, Publisher is authorized by this license to make a general distribution of the printed directories which it publishes. Embarq grants no rights to Publisher with respect to unpublished, nonlisted and directory customers only listings which may or may not be included in the Data provided hereunder. Publisher agrees to not publish such listings, and to use those listings only as permitted by federal law and regulations. By executing this Agreement, Publisher hereby certifies that it will use the Data supplied by Embarq only for directory publishing purposes.

3. Unauthorized Use. Publisher shall take reasonable measures to guard against unauthorized use of the Data provided under this Agreement by Publisher, or its

agents and employees. Unauthorized use by Publisher, or its agents or employees, shall be deemed a material breach of this Agreement, and shall entitle Embarq to terminate this Agreement immediately upon notice to Publisher. Resale of all or any portion of the Data except as part of Publisher's directory is explicitly prohibited.

4. Term. The term of this Agreement shall remain in force until terminated in writing by either party six months prior to the issue date of the second or any subsequent issues, in which event this Agreement will terminate upon expiration of the then current issue of the directories. Termination of this Agreement shall not relieve the obligation of the Publisher for any charges due Embarq for base file listings and/or listing updates provided.
5. Termination. Either party may terminate this Agreement without cause upon ninety (90) days' written notice to the other party by certified mail, which notice period shall commence on the date of mailing of the notice. If, however, either party violates any material provision of this Agreement, the other party may terminate this Agreement upon five (5) days' written notice to the other party by certified mail, which notice period will commence on the date of mailing of the notice. Upon termination, Publisher shall pay Embarq all amounts due for services and material provided hereunder at the rates specified herein up to and including the effective date of termination.
6. Charges, Fees and Payment. In consideration of the license herein granted, Publisher shall pay Embarq in accordance with charges listed in Appendix A, which is attached hereto and incorporated herein by reference. Publisher also agrees to pay any city, state or federal taxes, which may now or hereafter be applied. The License Fee for the Data shall be charged on a per listing basis (name, address and telephone number). All charges and fees shall be due and payable within thirty (30) days after

the date of the invoice. Any failure by Publisher to pay within these periods shall be deemed a material breach of this Agreement. Embarq may withhold any or all base file and/or update listings requested by Publisher until payment is received in full for charges that are more than ninety (90) days past due. Embarq reserves the right to increase the charges set forth in Appendix A at any time during the terms of this Agreement upon sixty (60) days' written notice to Publisher, which notice period will commence on the date of mailing of the notice. Such increased charges shall apply to all Data delivered after the sixty (60) day notice period has elapsed regardless of when requested.

7. **Copies of Directory.** *Publisher shall furnish to Embarq, within one month after publication, one (1) copy of Publisher's directory, including the advertising section, if any.*

8. **Disclaimer of Warranties and Limitation of Liability.** PUBLISHER ACCEPTS LISTINGS "AS IS". EMBARQ DOES NOT WARRANT THE ACCURACY OF THE LISTINGS LICENSED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, CONCERNING SUCH LISTINGS, OR THE ACCURACY OF THE INFORMATION CONTAINED IN SUCH LISTINGS. EMBARQ SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY INACCURACY CONTAINED IN SUCH LISTINGS OR ARISING OUT OF ANY DELAY IN PROVIDING THE LISTINGS TO PUBLISHER.

9. **Indemnification.** Each party shall indemnify, hold harmless and defend the other party from any claim, demand, damage, action, cause of action, or liability (including

all reasonable costs of defense and attorney's fees) arising out of any claim for damages as a result of that party's action under this Agreement.

10. Insurance. Unless otherwise agreed to by Embarq, Publisher shall obtain and maintain during the life of its directories, comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits for both bodily injury and/or property damage for any one occurrence and publisher's professional liability/advertising liability with limits of not less than One Million Dollars (\$1,000,000)." Publisher also agrees to maintain business automobile and workers' compensation insurance to the limits required by law in the states where Publisher does business. Publisher agrees that Publisher, Publisher's insurer and anyone claiming by, through, under or on behalf of Publisher shall have no claim, right of action or right of subrogation against Embarq or its affiliates based on any loss or liability insured against under the foregoing insurance, whether or not the loss or damage exceeds the minimum insurance coverage set forth above. Upon request, Publisher shall deliver to Embarq a certificate of insurance evidencing that the required insurance is in force and will not be canceled or materially altered without first giving Embarq thirty (30) days prior written notice.

11. Independent Parties. The parties agree that one of the most important mutual objectives of the parties hereto is to conduct their respective businesses so as to avoid confusion by members of the general public and any others, who deal with either Embarq or Publisher, as to the separate and independent identity of their respective directories published by Embarq and Publisher as well as their sales canvasses, advertising and billing. . Therefore, it is agreed that:

(a) Neither Embarq nor Publisher shall make any representation to the public, prospective advertisers or others, expressed or implied, written or oral, which

would imply that Publisher (and its publications) is the same as, a part of, or associated with Embarq, or is licensed or authorized by Embarq in any manner to canvass for or publish any type of telephone directory in association with Embarq, except in accordance with this Agreement.

- (b) Publisher will not imitate the directory covers, advertising contract form, billing materials or forms used by Embarq, nor in any other fashion, attempt to present their product or representatives as those of Embarq, except for pre-existing similarities.
- (c) Publisher will not use in the classified portion (or in any other part) of Publisher's directory any filler materials used by Embarq in its directories, other than the name, address and telephone numbers, except for pre-existing similarities.

## 12. General Provisions.

- (a) Successors Bound. This Agreement will bind and inure to the benefit of the Parties, their permitted assigns and their respective successors, whether that succession takes place by merger, sale of substantially all of the Party's assets, by operation of law, or otherwise.
- (b) Publisher May Copyright Publisher's Directory. Publisher has the right to copyright Publisher's directory, including that portion that includes listing information received from Embarq pursuant to this Agreement.
- (c) Force Majeure. Embarq's performance shall be excused for any cause beyond its control including but not limited to labor disputes or computer malfunctions.
- (d) Cure. Embarq shall not be deemed to be in default under any terms of this Agreement and Publisher shall not seek or be entitled to enforce any remedy

for any claimed default, unless Embarq shall fail to cure or correct any claimed default within ten (10) days following receipt of written notice by Publisher to Embarq of such claimed default.

(e) Compliance with Laws. Both parties agree that they will comply with the provisions of the Fair Labor Standards Act, the Occupational Safety Health Act and all other applicable federal and state laws, rules and regulations and codes. In addition, Publisher is responsible for the procurement of permits and certificates where needed. Both parties further agree not to discriminate against any employer or applicant for employment because of race, color, religion, sex, national origin, age or handicap and shall during the performance of this Agreement comply with all applicable federal and state laws and regulations on this subject.

(f) Assignment. The rights and obligations of either Party under this Agreement may not be assigned without the other Party's prior written consent, which consent shall not be unreasonably withheld, except that Embarq may assign this agreement to any Embarq Affiliate or successor to Embarq without Publisher's consent. For the purposes of this Agreement: (1) "Embarq Affiliate" means another entity Controlling, Controlled by or under common Control with Embarq/United Management Company; (2) "Control" and its derivatives means with regard to an entity the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or the equivalent right under contract to control management decisions with regard to relevant subjects; and (3) "Controlled" means exercising the power to make policy decisions. Publisher

shall have no right to permit any other person or corporation to use any listing information extracted there for any purpose whatever, except as may be required for the purpose of publishing Publisher's directories.

(g) Entire Agreement; Amendment of Agreement. This writing constitutes the entire agreement and understanding of the parties with respect to the matters addressed herein. Any amendment or modification to this Agreement will not be effective unless made in writing and properly signed by both Embarq and Publisher.

(h) No Waiver of Remedies. Failure of Telephone Company to enforce or insist upon compliance with any provision of this Agreement shall not constitute a waiver of its right to enforce future compliance with that provision or compliance with any other provision hereof.

(i) Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any State or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
as of the day and year first above written.

Embarq

Publisher

By: G. Tracy McCullen

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

Title: Manager Directory Operations

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

Date

Date: \_\_\_\_\_

APPENDIX A  
COMPENSATION

In consideration of the license herein granted and the furnishing of the listing information set forth in the LOF hereto, Publisher agrees to pay Embarq:

I. STANDARD CHARGES

A. Camera Ready/Reproduction Proof Copies

- (1) Per base file listing charge (\$ .04 per listing)
- (2) Actual cost (including mailing and delivery charges) of providing camera Ready/reproduction proofs
- (3) Any federal, state, or local taxes applicable or hereinafter levied

B. Connect Direct Data Transfer

- (1) Per base file listing charge (\$ .04 per listing)
- (2) Per update listing charge (\$ .06 per listing)\*
- (3) Any federal, state or local taxes applicable or hereinafter levied

C. CD ROM

- (1) Per base file listing charge (\$ .04 per listing)
- (2) Per update listing charge (\$ .06 per listing)\*
- (3) Any federal, state, or local taxes applicable or hereinafter levied

D. Computer Printout

- (1) Per base file listing charge (\$ .04) per listing
- (2) Per update listing charge (\$ .06 per listing)\*
- (3) Any federal, state or local taxes applicable or hereinafter levied.

E. Additional Output Media

- (1) Each additional output (\$50.00)
- (2) Any federal, state or local taxes applicable or hereinafter levied
- (3) Listing Counts (\$25.00)

F. Expedite Fee

- (1) A due date of less than 30 days from initial request date (\$25.00)
- (2) Any federal, state or local taxes applicable or hereinafter levied

\*An update is defined as each new, delete or change record provided to Publisher.