

EXHIBIT S

COMMERCIAL AGREEMENT JOINDER

Dexter
NY1:866843

Exhibit S-1

EXECUTION

WA 000551

EXHIBIT S
FORM OF COMMERCIAL AGREEMENT JOINDER

Reference is made to the Commercial Agreements (as defined in the Purchase Agreement, dated as of August __, 2002, among Qwest, QSC, Qwest Dex and Buyer (as such terms are defined below) (the "**Purchase Agreement**") pursuant to which one or more of Qwest Communications International Inc., a Delaware corporation ("**Qwest**"), Qwest Services Corporation, a Colorado corporation ("**QSC**"), Qwest Dex, Inc., a Colorado corporation ("**Qwest Dex**" and, together with Qwest and QSC, the "**Joining Parties**"), and Qwest Corporation, a Colorado corporation ("**QC**" and, together with the Joining Parties, the "**Qwest Parties**"), SGN LLC, a Delaware limited liability company ("**SGN**"), and Dex Holdings LLC, a Delaware limited liability Company ("**Buyer**") are parties. This Joinder is made for and on behalf of Buyer, its successors and assigns, as an inducement for Buyer and/or SGN to enter into the Purchase Agreement and the Commercial Agreements, the consummation of which will provide direct and indirect benefits to each of the Qwest Parties.

Each of the Joining Parties hereby joins each of the Commercial Agreements to which it is not a party, solely for the purpose of being jointly and severally liable with the Qwest Party that is a party to such Commercial Agreement for any liabilities of such Qwest Party under such Commercial Agreement resulting from a breach of such Commercial Agreement by such Qwest Party.

The liability of the Joining Party under any Commercial Agreement to which it is not otherwise a party will in all cases be subject to the limitations set forth in such Commercial Agreement with respect to the liability of the Qwest Party or Qwest Parties that are parties to such Commercial Agreement. For the avoidance of doubt, no Joining Party will have liability under any Commercial Agreement to which it is not otherwise a party in an amount that exceeds the amount for which any Qwest Party that is a party to such Commercial Agreement would be liable thereunder and Buyer will not be entitled to recover any more in the aggregate from the Qwest Party or Qwest Parties subject to such Commercial Agreement and any Joining Party than it would have been entitled to recover under such Commercial Agreement in the absence of this Joinder. Additionally, with respect to any matter for which the Joining Party would be required to indemnify Buyer hereunder or in connection with any Commercial Agreement, such claim will be subject to all requirements and limitations of such Commercial Agreement with respect to indemnification.

Notwithstanding anything in the foregoing to the contrary, the obligations of each of the Joining Parties arising as a result of this Joinder will cease with respect to any Commercial Agreement at such time as such Joining Party ceases to be an Affiliate (as such term is defined in the Purchase Agreement) of each of the other Qwest Parties that is a party to such Commercial Agreement. At such time, the Joining Party that is no longer an Affiliate will cease to have any future liability or obligation under this Joinder with respect to each such Commercial Agreement.

This Joinder 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.

INTENDING TO BE LEGALLY BOUND, the undersigned have executed this Joinder in favor of Buyer, its successors and assigns as of _____, 2002.

**QWEST COMMUNICATIONS
INTERNATIONAL INC.**

By: _____

Name: _____

Title: _____

QWEST SERVICES CORPORATION

By: _____

Name: _____

Title: _____

QWEST DEX, INC.

By: _____

Name: _____

Title: _____

QWEST CORPORATION

By: _____

Name: _____

Title: _____

SGN LLC

By: _____

Name: _____

Title: _____

DEX HOLDINGS LLC

By: _____
Name: James A. Attwood, Jr.
Title: Managing Director

By: _____
Name: Anthony J. de Nicola
Title: Managing Director