1.0 **ADVANCED DIRECTORY SERVICE**   (This product will no longer be available to new Customers after December 15, 2005.)

1.1 Description of Service: Advanced Directory Service provides an Internet-based approach to retrieving United States telephone, address and listing data ("Advanced Directory Services and Data" referenced individually as "Services" and "Data"). Advanced Directory Services and Data are available on a restricted access basis for licensed users either: (a) through the facilities operated by or on behalf of the Company ("Service Provider" or "the Company") and its third-party supplier(s); or (b) through access to the Advanced Directory [iQ411] Integrated Service network via direct, non-public network means. Customer acknowledges and agrees Advanced Directory Service is conditioned upon Customer's adherence to the restrictions set forth in Section 8.5, below.

1.1.1 Additional Definitions: : Additional applicable definitions may be accessed and viewed under "Additional Definitions."

1.2 Fees and billing: Monthly Recurring Charges ("MRCs") shall be billed monthly in advance, and usage charges, with applicable discounts, shall be billed monthly in arrears.

1.3 Advanced Directory Set Up and Installation Procedures for Internet-based customers: Service will be provided via a website link and accessed via the use of valid Customer identification codes ("IDs") and passwords. A maximum of ten (10) Customer IDs and passwords shall be available to Customer without additional charge. Additional IDs and passwords may be obtained at an additional charge per ID/password combination.

1.4 License and Restrictions on Use:

1.4.1 Right To Use Service and Data: Customer will be granted a nontransferable, limited license to access and obtain Data solely for reference uses, such as obtaining a listing solely for information purposes or to confirm the accuracy of Data already in the possession of Customer.

1.4.2 Restrictions on Use of Services and Data: Customer may incorporate Data into an internal database maintained by Customer for internal use and verification purposes only, if the Data has been retrieved directly from the Service on a per-query basis. Customer shall use commercially reasonable means to ensure that, to Customer's knowledge, a User: (i) does not access the Service and Data unless the User is authorized by and provided access to the Service by Customer on a fee-generating per-query basis electronically through an approved link, subject to the same restrictions as Customer; (ii) sell, sublicense, or otherwise transfer any part of the Service or any database of Data retrieved; (iii) use the Service or any Data retrieved in any way that may infringe any copyright or proprietary interests of Service Provider or any third-party data providers; (iv) use the Service or any Data retrieved in any way that may violate the rights of publicity or privacy of any individual whose personally identifiable data is retrieved; (v) violate applicable laws or governmental regulations including, without limitation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other national, federal, state, or local laws; or (vi) present in any way a material security risk or interruption in the operation of the Advanced Directory Site or Integrated Access Service. Customer shall establish and enforce reasonable procedures to ensure that Customer can control and account for access to and use of the Services and Data by Customer's users. Service Provider reserves the right (but shall have no obligation) to take additional action, up to and including termination of Service if Customer breaches the restrictions or the duty to control Customer's users as required.

14.3 No Other License or Intellectual Property Rights: Except for the licenses granted in this Section, no other license rights are granted to Customer, nor shall any provision herein be deemed to grant Customer or its users any license, sublicense, copyright interest, proprietary right, or other claim against or interest in any other copyrights, patents, trade secrets or other intellectual property. Customer acknowledges and agrees that Service Provider or its third-party suppliers own all rights in the Advanced Directory Services and Data. To the extent that Service Provider or its third-party suppliers may develop unique material related to Service (whether or not prepared for Customer at its request or expense), Service Provider and/or its third-party suppliers shall own all right title and interest in any such material.

1.5   Monthly Reports: Monthly reports on Advanced Directory Service usage will be provided via e-mail reports, upon Customer request.

1.6   Customer's Warranties and Representations: Customer agrees, represents and warrants that:

1.6.1   it is authorized to acquire Service and perform its obligations; and

1.6.2   its use of Service shall be in all respects in conformance and compliance with applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement, and it shall be responsible for acquiring and maintaining all registrations and certifications required by such authorities.

1.7   Term and Termination:

1.7.1   Service Commencement Date: Service shall be available immediately upon the issuance of Customer IDs and password information, at which time billing will commence. Prior to said Date, Service will be configured, installed and tested pursuant to a Survey Document. Customer agrees to cooperate with Service Provider and its third party suppliers to accomplish any work required by the Survey Document, as well as with testing of the Integrated access configuration. Service Provider shall not be liable for any damages resulting from delays in meeting requested or specified service dates, or any inability to provide Service for reasons that are beyond the Company's control.

1.7.2   Term: Service is available in one (1), two (2), or three (3) year terms, which automatically shall renew in accordance with the Agreement between the Service Provider and Customer.

1.7.3   Termination and Cancellation Charges: If Customer defaults in fulfilling any material obligation relating to Service, the Company may terminate the Agreement, in which instance Customer shall pay the Company, in addition to any other amounts then owing, including all nonrecurring charges, a cancellation charge equal to seventy-five percent (75%) of all Monthly Recurring Charges for the remainder of the service term. These charges are intended to establish liquidated damages in the event of early termination, are not intended as a penalty and are, therefore, understood by Customer to be reflected in the price of Service.

1.8   Disclaimer and Limitation of Liability: CUSTOMER ACKNOWLEDGES THAT DIRECTORY INFORMATION SERVICES AND DATA ARE NOT 100% ACCRUATE AND, THEREFORE, ARE NOT GUARANTEED. SERVICES AND DATA ARE PROVIDED STRICTLY "AS IS." IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THE AGREEMENT, NEITHER THE COMPANY NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO DATA) RELATING TO OR ARISING FROM THE USE OF THE SERVICES PROVIDED HEREUNDER (THIS EXCLUSION DOES NOT APPLY TO ANY SERVICE WARRANTIES OR SERVICE LEVEL AGREEMENTS FOR ANY COMMUNICATION SERVICES PROVIDED BY THE COMPANY UNDER THE SERVICES AGREEMENT BETWEEN THE COMPANY AND CUSTOMER).

1.8.1   CUSTOMER HEREBY ACCEPTS THE SERVICES AND DATA "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN SHALL BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. THE COMPANY ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

1.8.2   CUSTOMER HEREBY WAIVES ANY LIABILITY AGAINST THE COMPANY AND ITS THIRD-PARTY SUPPLIERS AND AGREES TO HOLD EITHER AND BOTH HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM LOSS OR DAMAGE DUE TO DELAY OF SERVICE COMMENCEMENT OR INABILITY TO PROVIDE THE SERVICE OR DATA.

1.8.3 NEITHER THE COMPANY NOR ANY OTHER PARTY MAKES ANY WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE OR NON-INFRINGEMENT. THE COMPANY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE FEES, IF ANY, PAID BY CUSTOMER TO THE COMPANY UNDER THIS EXHIBIT. IN NO EVENT SHALL THE COMPANY OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. THIS PROVISION LIMITING DAMAGES IS IN ADDITION TO ANY DISCLAIMERS AND LIMITATIONS ON LIABILITY IN THE AGREEMENT.

REV: 02/08/06