UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

COMMISSIONERS:	**Jon Leibowitz, Chairman** **William E. Kovacic** **J. Thomas Rosch** **Edith Ramirez** **Julie Brill**

In the Matter of **The Dun & Bradstreet Corporation.**	)))))))	**Docket No. 9342**

DECISION AND ORDER
[Public Record Version]

The Federal Trade Commission ("Commission") having heretofore issued its complaint charging The Dun & Bradstreet Corporation ("Respondent"), with violations of Section 5 of the Federal Trade Commission Act, as amended, and Section 7 of the Clayton Act, as amended, and Respondent having been served with a copy of that complaint, together with a notice of contemplated relief, and Respondent having answered the complaint denying said charges but admitting the jurisdictional allegations set forth therein; and

The Respondent, its attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order ("Consent Agreement"), an admission by the Respondent of all the jurisdictional facts set forth in the complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by Respondent that the law has been violated as alleged in such complaint, or that the facts as alleged in such complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Secretary of the Commission having thereafter withdrawn the matter from adjudication in accordance with § 3.25(c) of its Rules; and

The Commission having thereafter considered the matter and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in § 3.25(f) of its Rules, the Commission hereby makes the following jurisdictional findings and enters the following Order:

1. Respondent The Dun & Bradstreet Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business at 103 JFK Parkway, Short Hills, New Jersey 07078. Dun & Bradstreet, Inc. is a subsidiary of Respondent The Dun & Bradstreet Corporation. Market Data Retrieval is a division of Dun & Bradstreet, Inc. and has its office and principal place of business at 6 Armstrong Road, Suite 301, Shelton, Connecticut 06484.

2. The Commission has jurisdiction over the subject matter of this proceeding and of Respondent, and the proceeding is in the public interest.

ORDER

I.
Definitions

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

A. "D&B" or "Respondent" means The Dun & Bradstreet Corporation, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by The Dun & Bradstreet Corporation, including but not limited to Dun & Bradstreet, Inc. and MDR, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "MCH" means MCH, Inc., a corporation organized, existing and doing business under and by virtue of the laws of Missouri, with its office and principal place of business located at 601 East Marshall Street, P.O. Box 295, Sweet Springs, Missouri 65351.

C. "MDR" means Market Data Retrieval, a division of Dun & Bradstreet Inc., a subsidiary of Respondent.

D. "QED" means the former Quality Education Data marketing services division of Scholastic, Inc.

E. "Commission" means the Federal Trade Commission.

F. "Acquirer" means MCH or any other Person approved by the Commission to acquire the QED K-12 Data Business Assets and the Augmented QED K-12 Database pursuant to this Order.

G. "Acquisition" means MDR's acquisition of QED from Scholastic Inc. on or about February 11, 2009.

H. "Acquisition Date" means the date the Acquisition was consummated.

I. “Augmented QED K-12 Database” means the QED K-12 Database augmented and updated by Respondent pursuant to the Revision Protocol.

J. “Contract” means any contract or other agreement, other than a Volume Discount Plan, between a Customer and a provider of K-12 Data that imposes a future obligation to purchase or lease K-12 Data. Contract includes, but is not limited to, contract data leases, database agreements, license agreements, and subscription plans. Contract excludes purchase orders and other agreements relating solely to one-time purchases.

K. “Customer” means any Person who purchases or leases K-12 Data.

L. Divestiture Agreement(s)” means the MCH Agreements, or any other agreement(s) that effectuate the divestiture of the QED K-12 Business Assets and the Augmented QED K-12 Database, as required by this Order.

M. “Divestiture Date” means the closing date of the Divestiture Agreement, including without limitation, the MCH Agreement. If there is more than one Divestiture Agreement then the Divestiture Date shall be the closing date that is latest in time.

N. “Divestiture Trustee” means the trustee appointed by the Commission pursuant to the relevant provisions of this Order.

O. “Intellectual Property” means any type of intellectual property, including all rights to intellectual property owned by any Third Party, and including without limitation, copyrights, trademarks, domain names, trade dress, trade secrets, techniques, data, inventions, patents, practices, methods and other confidential know-how and proprietary technical, business, research, or development information.

P. “K-12 Data” means a collection of PIN Numbers, names, job titles, course titles, demographic information and/or contact information of education industry participants, including institutions and individuals, covering kindergarten through grade twelve, that is available for use, sale or lease to Customers or Third Parties.

Q. “K-12 Database” means an education list database containing K-12 Data (including all data formats, data configurations, data structures and tables).

R. “K-12 Data Business” means the development, maintenance, updating, correction, marketing, lease and sale of K-12 Data.

S. “MCH Agreements” means the Acquisition Agreement between MCH, Inc. and Dun & Bradstreet, Inc., dated August 12, 2010, including all amendments, exhibits, attachments, agreements, and schedules, attached as Confidential Appendix A.

T. “Monitor” means any monitor appointed by the Commission pursuant to the relevant provisions of this Order.

U. “Net Names Discount” means the maximum percentage of names purchased by a Third Party for which the Third Party can receive a credit on the basis that the names purchased are duplicates of names already in the possession of such Third Party. For example, a Net Names Discount of 30% means that a Third Party who purchased 1000 names can receive credit for up to 300 duplicate names.

PROVIDED, HOWEVER, that software that can readily be purchased or licensed from sources other than MDR and which has not been modified in a manner material to the use or function thereof (other than through user preference settings), *e.g.*, Microsoft Word, is excluded;

4. All commercial names, trade names, "doing business as" (d/b/a) names, registered and unregistered trademarks and service marks in the possession or control of Respondent that it obtained in connection with the Acquisition and that QED or Scholastic, Inc. had used in the K-12 Data Business;

5. QED Customer Information; and

6. A copy of all amendments, addenda or other modifications to any Contract, Volume Discount Plan or other agreement relating, in whole or part, to the K-12 Data Business that was originally entered into between QED and a Customer prior to the Acquisition.

DD. "QED Vendor" means any Third Party who, at any time during the twelve (12) months preceding the Acquisition Date, provided services to QED to update, maintain, edit and/or correct the QED K-12 Data or QED K-12 Database.

EE. "Relevant Agreement" means

1. any Contract or Volume Discount Plan identified in Confidential Appendix E; or

2. any Contract or Volume Discount Plan that

   a. was originally entered into between a Customer and QED, or
   b. is a Renewal of a Contract or Volume Discount Plan originally entered into between a Customer and QED, or
   c. is a Contract or Volume Discount Plan of the same type that was in effect between QED and a Customer on, or within thirty (30) days prior to, the Acquisition Date (i.e. is a Contract Data Lease where prior to the Acquisition the Customer had a Contract Data Lease with QED), or
   d. is with a Customer who did not have a Contract or Volume Discount Plan with MDR during the twelve months prior to the Acquisition Date; or

3. any Volume Discount Plan that is with a Customer who purchased more than $10,000 of K-12 Data from QED during the twelve (12) months preceding the Acquisition Date.

FF. "Relevant Employee(s)" means:

1. any current or former employee of Respondent who was an employee of QED or Scholastic, Inc. on the day prior to the Acquisition Date; or

2. any current or former employee of Respondent whose job or duties primarily involve or involved the sale of K-12 Data,

PROVIDED, *HOWEVER*, that "Relevant Employee" does not include the sales management employees who are identified by job title on Confidential Appendix F, unless such employees were employees of Scholastic, Inc. on the day prior to the Acquisition Date.

GG. "Renewal" means an agreement to continue a Contract or Volume Discount Plan, including all amendments or modifications thereto, for an additional term beyond the initial expiration date contained in such Contract or Volume Discount Plan.

HH. "Revision Protocol" means the protocol described in Confidential Appendix B for updating and augmenting the QED K-12 Database.

II. "Third Party" or "Third Parties" means any Person or Persons other than Respondent or the Acquirer.

JJ. "Volume Discount Plan" means an agreement between a Customer and provider of K-12 Data that provides discounts based on annual volume levels of future purchases or leases of K-12 Data.

II.
Divestiture

IT IS FURTHER ORDERED that:

A. Not later than five (5) days after the date on which this Order becomes final, Respondent shall execute the Divestiture Agreements and shall divest, absolutely and in good faith, to the Acquirer the QED K-12 Data Business Assets in accordance with this Order and the Divestiture Agreement(s).

B. Not later than thirty (30) days after the Divestiture Date, Respondent shall divest, absolutely and in good faith, to the Acquirer the Augmented QED K-12 Database, and all copies thereof, in accordance with this Order and the Divestiture Agreement(s).

C. To the extent Respondent imported or transferred data from the QED K-12 Database to the MDR K-12 Database after June 1, 2010, Respondent shall purge or remove such data from the MDR K-12 Database,

PROVIDED, HOWEVER, that other than as required by this Paragraph, Respondent shall not be required to purge or remove any data imported from the QED K-12 Database to the MDR K-12 Database.

D. Prior to divesting the QED K-12 Data Business Assets, Respondent shall secure all consents and waivers from Third Parties that are necessary to permit Respondent fully to divest the QED K-12 Data Business Assets and the Augmented QED K-12 Database.

PROVIDED, HOWEVER, that Respondent may satisfy this requirement by certifying that the Acquirer has executed all such agreements directly with each of the relevant Third Parties.

E.

PROVIDED, *HOWEVER*, that nothing in this paragraph shall require Respondent to acquire new assets or develop new capabilities in order to fulfill its obligations under this subsection.

IV.
Customers

IT IS FURTHER ORDERED that:

A. For a period lasting until twenty-one (21) months after the Augmented QED K-12 Database is fully and finally delivered to the Acquirer, Respondent shall permit any Customer to terminate any Relevant Agreement to which such Customer is a signatory, upon thirty (30) days written notice stating (1) the Customer's intent to terminate the Relevant Agreement, and (2) that the purpose of the termination is to consider alternative sources of K-12 Data. Respondent shall permit such termination without penalty, forfeiture or other similar charges to such Customer. Further, with respect to such Relevant Agreements

1. with respect to any Volume Discount Plan, Respondent shall base the discount level for purchases made pursuant to such agreement on an annualized purchase volume (*i.e.*, the average monthly volume purchased by the Customer during the period prior to termination multiplied by twelve (12)); and

2. with respect to any Contract, Respondent, in consultation with the Customer, shall determine the fair value of products or services already provided under the Relevant Agreement as of the date of termination ("Fair Value") and either (i) refund any monies paid by the Customer in excess of the Fair Value or (ii) invoice the Customer for any monies due for products and services provided by Respondent under the Contract prior to the termination date. The Fair Value shall be determined by comparing the products and services actually received with all products and services to be provided over the term of the Contract and the total contract price. If Respondent and Customer have not agreed on the Fair Value within five business (5) days of the Customer notifying Respondent of the termination of the Contract, then the Monitor shall determine, within seven (7) days, the Fair Value, which shall be binding upon Respondent.

B. No later than thirty (30) days after the Augmented K-12 Database is fully and finally delivered to the Acquirer:

1. Respondent shall notify all Customers who have a Relevant Agreement of their rights under this Order and offer each such Customer the opportunity to terminate any Relevant Agreement with Respondent ("Termination Notice Date"); and

2. Respondent shall send written notification in the form of the letter attached as Appendix D, with a copy of, or link on the Commission website to, this Order and the Complaint, by certified mail with return receipt requested to the person

designated in the Relevant Agreement to receive notices from Respondent or, if no such person has been designated, the Chief Executive Officer or General Counsel of the Customer. Respondent shall keep a file of such return receipts for two (2) years after the Divestiture Date.

C. Respondent shall not directly or indirectly:

1. Require any Customer to make or pay any payment (other than any amount determined in Paragraph IV.A. in this Order), penalty, or charge for, or provide any consideration in relation to, or otherwise deter, the exercise of the option to terminate and end a Relevant Agreement as provided for in the Order; or

2. Retaliate against or take any action adverse to the economic interests of any Customer that exercises its rights under this Order,

PROVIDED HOWEVER, that Respondent shall retain its right to enforce, or seek judicial remedies for breaches of contracts, based upon rights or causes of action that accrued prior to the exercise by a Customer of its option to terminate a Relevant Agreement with Respondent, and

PROVIDED, FURTHER, HOWEVER that nothing in this provision shall prevent Respondent from competing for any customer in its ordinary course of business.

D. Respondent shall, at no cost, facilitate the ability of a Customer who terminates a Relevant Agreement to convert from using MDR PIN Numbers to using QED PIN Numbers ("Converting Customer") by i) licensing and delivering to the Converting Customer the PIN Number Bridge, and ii) providing the information and assistance reasonably necessary to enable the Converting Customer to use the bridge for the purpose and period of time described in this subsection. Such license shall have a term of one-hundred eighty (180) days following the termination of the Relevant Agreement, and shall permit the Converting Customer to continue to use the MDR PIN Numbers for the purpose of converting to QED PIN Numbers, notwithstanding any restrictions to the contrary in any other agreement between the Converting Customer and MDR.

E. After Respondent's obligations under Paragraph IV.D. of this Order are completed, Respondent shall destroy and no longer use the PIN Number Bridge.

F. For a period lasting until twenty-one (21) months after the Augmented QED K-12 Database is fully and finally delivered to the Acquirer, Respondent shall offer all Third Parties placing orders for K-12 Data with Respondent a Net Names Discount no smaller than thirty percent (30%) with respect to direct mail addresses and electronic mail addresses obtained from the Acquirer.

B. For a period lasting until two (2) years after the Divestiture Date, Respondent shall not solicit or otherwise attempt to induce any employee hired by the Acquirer to terminate his or her employment relationship with the Acquirer,

PROVIDED, HOWEVER, that Respondent may i) hire any Relevant Employee whose employment has been terminated by the Acquirer or who independently applies for employment with Respondent, as long as such employee was not solicited in violation of the non-solicitation requirements contained herein; ii) advertise for employees in newspapers, trade publications or other media not targeted specifically at Relevant Employees; or iii) hire a Relevant Employee who contacts Respondent on his or her own initiative without any direct or indirect solicitation or encouragement from Respondent.

VI.
Confidentiality

IT IS FURTHER ORDERED that

A. Respondent shall not use, disclose or convey any QED Confidential Business Information, directly or indirectly, to any Third Party, except that Respondent may disclose QED Confidential Business Information to the Acquirer or Persons specifically authorized by the Acquirer to receive such information,

PROVIDED, HOWEVER, that nothing in this agreement shall prohibit Respondent from using or disclosing any QED Confidential Business Information licensed by Respondent through the Divestiture Agreement(s).

B. Within thirty (30) days of the Divestiture Date, Respondent shall provide written notice of the restrictions on the disclosure and use of QED Confidential Business Information contained in this Order to all employees who had access to QED Confidential Business Information obtained in connection with the Acquisition. Respondent shall provide such written notice by electronic mail with return receipt requested or similar transmission, and keep a file of such receipts for one (1) year after the Divestiture Date.

VII.
Monitor

IT IS FURTHER ORDERED that:

A. The Commission may appoint a Monitor to assure that Respondent expeditiously complies with all obligations and performs all responsibilities required by this Order.

B. The Commission appoints Richard Casabonne as Monitor and approves the Monitor Agreement between Mr. Casabonne and Respondent, attached as Appendix C.

C. Respondent shall facilitate the ability of the Monitor to comply with the duties and obligations set forth in this Order, and shall take no action that interferes with or hinders the Monitor’s authority, rights or responsibilities as set forth in this Order or any agreement between the Monitor and Respondent.

D. The Monitor’s duties and responsibilities shall include the following:

1. the Monitor shall act in a fiduciary capacity for the benefit of the Commission;

2. the Monitor shall have the power and authority to monitor Respondent’s compliance with Paragraphs II through VI of the Order, and shall exercise such power and authority and carry out his or her duties and responsibilities in a manner consistent with the purposes of the Order and in consultation with the Commission including, but not limited to, the determinations required in Paragraph IV.A.2, and monitoring the augmentation and updating of the QED K-12 Database pursuant to the Revision Protocol;

3. the Monitor shall, in his or her sole discretion, consult with Third Parties in the exercise of his or her duties under this Order or any agreement between the Monitor and Respondent; and

4. the Monitor shall evaluate the reports submitted to the Commission by Respondent pursuant to the Order and the Consent Agreement, and within thirty (30) days from the date the Monitor receives a report, report in writing to the Commission concerning performance by Respondent of its obligations under Paragraphs II through VI of the Order.

E. Respondent shall grant and transfer to the Monitor, and such Monitor shall have, all rights, powers, and authority necessary to carry out the Monitor’s duties and responsibilities, including but not limited to the following:

1. Respondent shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondent’s compliance with Paragraphs II through VI of the Order;

2. subject to any demonstrated legally recognized privilege, Respondent shall provide the Monitor full and complete access to Respondent’s personnel, books, documents, records kept in the ordinary course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, related to Respondent’s compliance with its obligations under Paragraphs II through VI of the Order;

3. within five days of submitting a report required by this Order or the Consent Agreement to the Commission, Respondent shall deliver a copy of such report to the Monitor;

4. the Monitor shall serve, without bond or other security, at the expense of Respondent, on such reasonable and customary terms and conditions to which the Monitor and Respondent agree and that the Commission approves;

5. the Monitor shall have authority to employ, at the expense of Respondent, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor’s duties and responsibilities;

6. Respondent shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Monitor; and

7. Respondent may require the Monitor and each of the Monitor's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement,

   PROVIDED, *HOWEVER*, that such agreement shall not restrict the Monitor from providing any information to the Commission or require the Monitor to report to Respondent the substance of communications to or from the Commission or the Acquirer.

F. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an

VIII.
Divestiture Trustee

IT IS FURTHER ORDERED that:

A. If Respondent has not fully complied with the obligations to assign, grant, license, divest, transfer, deliver or otherwise convey relevant assets as required by this Order, the Commission may appoint a Divestiture Trustee to assign, grant, license, divest, transfer, deliver or otherwise convey the assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed pursuant to each of the relevant Paragraphs in a manner that satisfies the requirements of each such Paragraph. In the event that the Commission or the Attorney General brings an action pursuant to §5(*l*) of the Federal Trade Commission Act, 15 U.S.C. §45(*l*), or any other statute enforced by the Commission, Respondent shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver or otherwise convey the relevant assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other available relief, including a court-appointed Divestiture Trustee, pursuant to §5(*l*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondent to comply with this Order.

B. The Commission shall select the Divestiture Trustee, subject to the consent of the Respondent, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a Person with experience and expertise in acquisitions and divestitures. If Respondent has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondent of the identity of any proposed Divestiture Trustee, Respondent shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

C. Not later than ten (10) days after the appointment of a Divestiture Trustee, Respondent shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestiture required by this Order.

D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph, Respondent shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

    1. subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed;

2. the Divestiture Trustee shall have one (1) year from the date the Commission approves the trust agreement described

compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order;

6. Respondent shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims

this Order, it being understood that nothing in this Order shall be construed to reduce any

1. access, during business office hours of Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondent related to compliance with this Order, which copying services shall be provided by Respondent at the request of the authorized representative(s) of the Commission and at the expense of the Respondent; and

2. to interview officers, directors, or employees of Respondent, who may have counsel present, regarding such matters.

XI.
Notice of Dissolution

IT IS FURTHER ORDERED that Respondent shall notify the Commission at least thirty (30) days prior to:

A. any proposed dissolution of Respondent; or

B. any proposed acquisition, merger or consolidation of Respondent; or

C. any other change in Respondent, including without limitation, assignment and the creation or dissolution of subsidiaries, if such change may affect compliance obligations arising out of this Order.

XII.
Termination

IT IS FURTHER ORDERED that this Order shall terminate on September 10, 2020.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED: September 10, 2010

In re **The Dun & Bradstreet Corporation**

CONFIDENTIAL APPENDIX A

ACQUIRER AGREEMENTS

[Redacted From the Public Record Version, But Incorporated By Reference]

In re **The Dun & Bradstreet Corporation**

CONFIDENTIAL APPENDIX B

REVISION PROTOCOL

[Redacted From the Public Record Version, But Incorporated By Reference]

In re **The Dun & Bradstreet Corporation**

APPENDIX C

MONITOR AGREEMENT

In re **The Dun & Bradstreet Corporation.**

APPENDIX D

TERMINATION LETTER FORM

[CDL/Subscription Customer Notice]

On Official MDR Letterhead
Certified Mail, Return Receipt Requested

[Date]

Name
Company Name
Address
City, State ZIP

Re: Notification of Your Right to Terminate Contract

Dear [MDR Customer]:

for. The process for determining fair market value is described in the Order.

The settlement also requires that, if you elect to terminate your MDR contract, MDR must, at no cost, assist you if you wish to convert from using MDR PID numbers to using QED PIN

[VDP Customer Notice]

On Official MDR Letterhead
Certified Mail, Return Receipt Requested

[Date]

Name
Company Name
Address
City, State ZIP

Re: Notification of Your Right to Terminate Contract

Dear [MDR Customer]:

This letter is to notify you that you have the right to terminate certain contract(s) with MDR, if you choose to do so. Pursuant to an Order issued by the Federal Trade Commission pursuant to a settlement we reached with the FTC, we are required to give you this notice, and to honor a request to terminate, as fully described below.

As you may know, MDR acquired QED from Scholastic Inc. in February 2009. Although we believe there are significant customer benefits from the QED acquisition, the Federal Trade Commission filed an administrative complaint against MDR's parent company, The Dun & Bradstreet Corporation, alleging that MDR's acquisition of QED violated the federal antitrust laws. Although MDR strongly believes that the acquisition is consistent with the antitrust laws, we have decided to settle the charges and pursuant to this settlement, the Commission has issued a Decision and Order. The FTC's administrative complaint is available at [url] and the Decision and Order at [url] so you may refer to them if you would like more detail about the settlement.

As part of the settlement, MDR agreed to sell MCH an updated version of the QED K-12 database that we acquired. MDR also agreed to give certain customers, including you, the option of terminating, without penalty, certain contracts they have with MDR.

In accordance with Paragraph IV.B of the Order, this letter provides you with the required notice that, in accordance with the settlement, any time before [DATE] you may terminate your volume discount plan agreement if you give us 30 days written notice stating that you wish to terminate the VDP and that you are doing so in order to consider alternative sources of K-12 data products or services. You should send any notice of termination to ___________________.

Paragraph IV.A.1 of the Order provides that, if you terminate, the discount level applicable to purchases already made under your VDP shall be determined by annualizing the volume of purchases made as of the date of termination.

The FTC has appointed Richard Casabonne to monitor MDR's compliance with its obligations under the settlement. We encourage you to raise any questions you may have with us by calling your MDR sales representative or me directly at 800-333-8802. You may also contact the monitor, who may be reached by telephone at (510) 757-8768 or by e-mail at rcasabonne@casabonneassociates.com

Sincerely,

[MDR Officer]

In re **The Dun & Bradstreet Corporation.**