Complaint

IN THE MATTER OF

THE DUN & BRADSTREET CORPORATION

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT

Docket No. D-9342; File No. 091 0081
Filed May 6, 2010 ―Decision, September 10, 2010

In May 2010, the Commission issued an administrative complaint, alleging that the acquisition by The Dun & Bradstreet Corporation ("Dun & Bradstreet") of Quality Education Data ("QED") would substantially lessen competition in the market for K-12 educational marketing data. The consent order requires Dun & Bradstreet to divest to MCH Inc. an updated K-12 educational marketing database, the QED name, and certain associated intellectual property. The consent order further requires Dun & Bradstreet to provide MCH Inc. with technical assistance for up to one year. The order further permits the Commission to appoint a trustee to monitor compliance with the order's requirements.

Participants

For the *Commission: Joseph S. Brownman*, *William H. Efron*, *Alan B. Loughnan*, *Jonathan W. Platt*, and *Gerald A. Stein.*

For the *Respondents: Darrell Prescott*, *Baker McKenzie LLP*; and *Wayne Dale Collins and Lisl Dunlop, Shearman & Sterling LLP*.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and the Clayton Act, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Respondent The Dun & Bradstreet Corporation's ("D&B") acquisition of the assets of Quality Education Data, ("QED"), a division of Scholastic, Inc. ("Scholastic"), violated Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, and Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and it appearing to the Commission that a proceeding in respect thereof would be in the public interest, hereby issues its Complaint, stating its charges as follows:

I. SUMMARY

1. Market Data Retrieval ("MDR"), a company of D&B, is the leading provider of data for marketing to kindergarten through twelfth-grade teachers, administrators, schools and school districts ("K-12 data") in the United States. K-12 data includes but is not limited to contact, demographic and other information relating to K-12 educators. K-12 data is sold or leased to customers that use the data to market products and services to educators. In early 2009, D&B acquired the assets of QED, MDR's primary competitor. As a result of the acquisition, MDR now holds over 90% of the relevant market, with only a small fringe consisting of two firms accounting for the remainder. This transaction is in practical effect a merger-to-monopoly and, if allowed to remain, would likely allow MDR unilaterally to exercise market power in various ways, including increasing prices and reducing product quality and services to K-12 data customers.

II. RESPONDENT D&B

2. Respondent D&B 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. D&B is the ultimate parent entity of and includes Dun & Bradstreet, Inc.

3. D&B is the world's leading supplier of commercial information and insight on businesses. D&B's global commercial database contains more than 140 million business records. In 2008, D&B's revenue exceeded $1.7 billion.

4. MDR, a company of D&B and a division of Dun & Bradstreet, Inc., is the leading United States provider of K-12 data. MDR has its office and principal place of business at 6 Armstrong Road, Suite 301, Shelton, Connecticut 06484. MDR also has offices in Chicago, Illinois, and San Francisco, California.

5. MDR's products and services include direct mailing lists, e-marketing solutions, sales solutions, and market research.

III. QED

6. Up until on or about January 28, 2009, QED was a division of Scholastic, with its office and principal place of business at 1050 17th Street, Suite 1100, Denver, Colorado 80265. Scholastic is a global children's publishing, education and media company, and the world's largest publisher and distributor of children's books as well as a leading developer of educational technology products.

7. QED had supplied K-12 data products and services in competition with MDR.

IV. THE ACQUISITION

8. On or about January 28, 2009, Dun & Bradstreet, Inc. and Scholastic entered into an Asset Purchase Agreement (the "Agreement").

9. Pursuant to the Agreement, Dun & Bradstreet, Inc. acquired substantially all of the assets of QED for approximately $29 million (the "Acquisition").

V. JURISDICTION

10. D&B and Scholastic are, and at all times relevant herein have been, corporations as "corporation" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44. At all times relevant herein, D&B and Scholastic have been, and are now, engaged in commerce as "commerce" is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. § 12, and are corporations whose business is in or affects commerce as "commerce" is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 44.

VI. RELEVANT PRODUCT MARKET

11. The relevant product market in which to assess the effects of the Acquisition is kindergarten through twelfth grade educational marketing data, including but not limited to, contact, demographic and other information relating to teachers,

administrators, schools, and individual school districts, that is sold or leased to customers. Other relevant markets may also exist that consist of certain categories of customers or categories of K-12 data.

VII. RELEVANT GEOGRAPHIC MARKET

12. The relevant geographic market in which to analyze the effects of the Acquisition is the United States.

VIII. STRUCTURE OF THE MARKET

13. The K-12 data market is highly concentrated.

14. Prior to the Acquisition, MDR and QED were the only two significant competitors in the K-12 data market. MDR was the nation's largest provider and QED was the nation's second largest provider. As a result of the Acquisition, MDR now holds over 90% of the K-12 data market. There is a small and competitively insignificant fringe consisting of two firms, MCH, Inc. ("MCH") and Agile Education Marketing ("Agile").

15. Neither MCH nor Agile possess a database with the size, breadth, and scope of coverage comparable to that held by either MDR or QED prior to the Acquisition.

16. The Acquisition substantially increased concentration in the already highly concentrated K-12 data market.

IX. COMPETITIVE EFFECTS

17. The Acquisition may substantially lessen competition in the relevant market by, among other things:

a. Eliminating actual, direct, and substantial, competition between MDR and QED;

b. Reducing the number of significant competitors from two to one, creating a virtual monopoly, and giving MDR substantial market power;

c. Facilitating the ability of MDR to exercise unilateral market power;

d. Reducing MDR's incentives to improve service or product quality or to pursue further innovation; and

e. Allowing MDR, unconstrained by effective competition, to increase prices.

X. ENTRY CONDITIONS

18. Entry into the K-12 data market would not be timely, likely, or sufficient to prevent or defeat the anticompetitive effects of the Acquisition.

19. New entry or fringe firm expansion at the scale necessary to restore the competition lost as a result of the Acquisition, or to create a competitively significant firm, is unlikely. A new entrant or expanded fringe firm would need an up-to-date database with the size, breadth and scope of market coverage comparable, at a minimum, to that held by QED prior to the Acquisition. Any such entry or fringe firm expansion would take more than two years and require substantial sunk costs, which are high relative to the size of a profit stream that the new entrant or fringe firm might anticipate.

20. Even if a new entrant or fringe firm could develop a database comparable to that held by QED prior to the Acquisition, it would face significant difficulty marketing its products and services to customers of MDR because its brand is unlikely to have the important reputation for quality that customers require. It would likely require any new entrant or fringe firm at least several years to acquire the necessary reputation for quality to become a potential competitive constraint.

XI. VIOLATIONS CHARGED

21. The Agreement constitutes a violation of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45.

22. The Acquisition may substantially lessen competition or tend to create a monopoly in violation of Section 7 of the Clayton

Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45.

XII. NOTICE

Notice is hereby given to the respondent that the sixth day of January, 2011, at 10:00 a.m., is hereby fixed as the time and Federal Trade Commission offices, 600 Pennsylvania Avenue, NW, Washington D.C. 20580, as the place when and where a hearing will be had before an Administrative Law Judge of the Federal Trade Commission, on the charges set forth in this complaint, at which time and place you will have the right under the Federal Trade Commission and Clayton Acts to appear and show cause why an order should not be entered requiring you to cease and desist from the violations of law charged in the complaint.

You are notified that the opportunity is afforded you to file with the Commission an answer to this complaint on or before the fourteenth (14th) day after service of it upon you. An answer in which the allegations of the complaint are contested shall contain a concise statement of the facts constituting each ground of defense; and specific admission, denial, or explanation of each fact alleged in the complaint or, if you are without knowledge thereof, a statement to that effect. Allegations of the complaint not thus answered shall be deemed to have been admitted.

If you elect not to contest the allegations of fact set forth in the complaint, the answer shall consist of a statement that you admit all of the material allegations to be true. Such an answer shall constitute a waiver of hearings as to the facts alleged in the complaint and, together with the complaint, will provide a record basis on which the Commission shall issue a final decision containing appropriate findings and conclusions and a final order disposing of the proceeding. In such answer, you may, however, reserve the right to submit proposed findings of fact and conclusions of law under § 3.46 of said Rules.

Failure to file an answer within the time above provided shall be deemed to constitute a waiver of your right to appear and to contest the allegations of the complaint, and shall authorize the

Commission, without further notice to you, to find the facts to be as alleged in the complaint and to enter a final decision containing appropriate findings and conclusions and a final order disposing of the proceeding.

The Administrative Law Judge shall hold a prehearing scheduling conference not later than ten (10) days after an answer is filed by the respondent. Unless otherwise directed by the Administrative Law Judge, the scheduling conference and further proceedings will take place at the Federal Trade Commission, 600 Pennsylvania Avenue, N.W., Washington DC 20580. Rule 3.21(a) requires a meeting of the parties' counsel as early as practicable before the prehearing scheduling conference, and Rule 3.31(b) obligates counsel for each party, within five days of receiving respondent's answer, to make certain initial disclosures without awaiting a formal discovery request.

XIII. NOTICE OF CONTEMPLATED RELIEF

Should the Commission conclude from the record developed in any adjudicative proceeding in connection with this matter that the Agreement violates Section 5 of the Federal Trade Commission Act, as amended, or the Acquisition violates Section 7 of the Clayton Act, as amended, or Section 5 of the Federal Trade Commission Act, as amended, the Commission may order such relief against Respondent D&B as is supported by the record, including, but not limited to:

1. The divestiture with appropriate updates, of all assets necessary to restore the lost competition between MDR and QED, and in a manner that creates two or more distinct, separate, viable, and independent businesses in the relevant market(s), each with the full incentive, ability, and assets needed to offer the kinds of products and services that MDR and QED prior to the Acquisition had been offering, or had planned to offer.

2. A requirement that D&B divest and not retain all data obtained from QED.

3. A requirement that D&B provide prior written notice to the Commission of all acquisitions, mergers, consolidations, or other combinations of its K-12 data business or assets with any other company providing K-12 data.

4. A requirement to file periodic compliance reports with the Commission.

5. Other relief appropriate to correct or remedy the anticompetitive effects of the Acquisition, or to ensure the creation of one or more viable, competitively significant, independent new entities, able to compete in all significant respects against D&B.

THEREFORE, the Federal Trade Commission on this sixth day of May, 2010, has issued this Complaint against Respondent The Dun & Bradstreet Corporation.

By the Commission, Commissioner Rosch dissenting.

DECISION AND ORDER

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.

V. "Person" means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, joint venture, or other business or government entity, and any subsidiaries, divisions, groups or affiliates thereof.

W. "PIN Number" means a unique identification number assigned to an individual institutional record (such as a record for a school, school district, daycare, college or library) in a K-12 Database that is used to help customers track and update particular records in such database.

X. "PIN Number Bridge" means the cross-reference file created by MDR using, in whole or in part, information obtained through the Acquisition that relates the PIN Number used by QED to the corresponding number used by MDR and that is used by MDR to assist customers in migrating from using QED PIN Numbers to using MDR PIN Numbers, or *vice versa*.

Y. "QED Confidential Business Information" means all information not in the public domain related to QED's K-12 Database and/or the QED K-12 Data Business Assets except that QED Confidential Business Information shall not include information a) that is not required to be divested under this Order, or b) for which this Order requires divestiture of only a copy of such information.

Z. "QED Customer" means any Person who purchased or leased K-12 Data from QED during the twelve (12) months preceding the Acquisition Date.

AA. "QED Customer Information" means all information located in the MDR central files and owned by, or in the possession or control of, MDR that relates to QED Customers, including, but not limited to:

1. All the data in the former QED Onyx customer relations management system;

2. Copies of any and all Volume Discount Plans, Contracts and other agreements between QED and a Customer; and

3. Copies of all information available through MDR's salesforce.com customer relations management

system relating to a QED Customer who had a Contract or Volume Discount Plan with QED on, or within thirty (30) days prior to, the Acquisition Date.

BB. "QED K-12 Database" means the K-12 Database acquired by Respondent in connection with the Acquisition, as maintained as of the Divestiture Date.

CC. "QED K-12 Data Business Assets" means the following assets:

1. The QED K-12 Database and all copies thereof;

2. All Intellectual Property obtained by Respondent in connection with the Acquisition that QED or Scholastic, Inc. had used in the K-12 Data Business;

3. All software, source code, data and documentation, and all rights to and copies and tangible embodiments thereof obtained by Respondent in connection with the Acquisition that QED or Scholastic, Inc. had used in the K-12 Data Business,

   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. Until the Augmented QED K-12 Database is fully and finally delivered to the Acquirer, Respondent shall maintain and preserve the QED K-12 Data Business Assets and prevent their deterioration and wasting.

F. Respondent shall not seek, directly or indirectly, pursuant to any dispute resolution mechanism incorporated in any Divestiture Agreement, or in any agreement related to Respondent’s K-12 Data Business, a decision the result of which would be inconsistent with the terms of this Order.

G. The purpose of the divestiture of the QED K-12 Data Business Assets is:

1. to create a viable and effective competitor for the development, marketing, updating, correction, lease and sale of K-12 Data who is independent of the Respondent and is able to provide a range of data products at least equivalent to those provided by QED; and
2. to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint in a timely and sufficient manner.

III.
Remedial Relief

IT IS FURTHER ORDERED that

A. At the request of the Acquirer, Respondent shall take all steps reasonably necessary to facilitate the ability of the Acquirer to enter into a contract with a QED Vendor that is equivalent in terms and scope to the most recent contract between QED and such QED Vendor. Such steps shall include, but are not limited to, modifying any agreement or contract between Respondent and such QED Vendor that interferes with the ability of the Acquirer to enter into a contract that complies with the provisions of this subsection.

B. For a period lasting until one (1) year after the Augmented QED K-12 Database is fully and finally delivered to the Acquirer, Respondent shall provide to the Acquirer such assistance as is reasonably necessary to assist the Acquirer in accessing and using the QED K-12 Data Business Assets and the Augmented QED K-12 Database, including but not limited to information, technical assistance, advice, training and access to personnel and such other assistance as may be specified in the Divestiture Agreement(s). Respondent shall provide such assistance at a price agreed to by Respondent and the Acquirer and approved by the Commission as part of the Divestiture Agreement and within a reasonable time, but in any case no more than five (5) days, after a request by the Acquirer.

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.

V.
Employees

IT IS FURTHER ORDERED that:

A. For a period lasting until one (1) year after the Divestiture Date:

1. Respondent shall, within ten (10) days of a request by the Acquirer, provide the following information to the Acquirer (to the extent permitted by applicable law and to the extent that Respondent has such information) regarding any Relevant Employee:

   a. the date of hire and effective service date;

   b. job title or position held;

   c. a specific description of the Relevant Employee's responsibilities related to the K-12 Data Business; *provided*, *however*, in lieu of this description, Respondent may provide the employee's most recent performance appraisal;

   d. the base salary or current wages;

   e. the most recent bonus paid, aggregate annual compensation and current target or guaranteed bonus, if any;

f. employment status (*i.e.*, active or on leave or disability; full-time or part-time);

g. any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and

h. copies of all employee benefit plans and summary plan descriptions (if any) applicable to the relevant employees.

2. Respondent shall not interfere with the ability of the Acquirer to solicit, interview or hire any Relevant Employee and shall remove any impediments within the control of Respondent that may deter any Relevant Employee from accepting employment with the Acquirer, including without limitation, any non-compete or non-disclosure provisions of any employment or other contracts. Respondent shall not make any counteroffer to a Relevant Employee who has received a written offer of employment from the Acquirer,

Provided, however, that Respondent shall not be required to release any Relevant Employee from restrictions i) imposed by a Third Party on the disclosure or use of information provided to Respondent by such Third Party, or ii) on disclosure of confidential information regarding Respondent that is not related to the K-12 Data Business, the QED K-12 Data Business Assets or the Augmented QED K-12 Database.

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 appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties.

G. The Monitor shall serve until the termination of all Respondent's obligations under Paragraphs II through VI of the Order.

H. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor. The Commission shall select the substitute Monitor, subject to the consent of Respondent, which consent shall not be unreasonably withheld. If Respondent has not opposed, in writing, including the reasons for opposing, the selection of any proposed substitute Monitor within ten (10) days after notice by the staff of the Commission to Respondent of the identity of any proposed substitute Monitor, Respondent shall be deemed to have consented to the selection of the proposed substitute Monitor.

I. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.

J. A Monitor appointed pursuant to this Order may be the same Person appointed as the Divestiture Trustee pursuant to the relevant provisions of this Order.

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 herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the one (1) year period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission; *provided, however*, the Commission may extend the divestiture period only two (2) times;

3. subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondent shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondent shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondent shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court;

4. the Divestiture Trustee shall use commercially reasonable efforts to negotiate the most favorable

price and terms available in each contract that is submitted to the Commission, subject to Respondent's absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an Acquirer as required by this Order,

Provided, however, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity selected by Respondent from among those approved by the Commission, and,

Provided further, however, that Respondent shall select such entity within five business (5) days after receiving notification of the Commission's approval;

5. the Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondent, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondent, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of Respondent, and the Divestiture Trustee's power shall be terminated. The 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, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation 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 Divestiture Trustee;

7. the Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order,

   Provided, however, that the Divestiture Trustee appointed pursuant to this Paragraph may be the same Person appointed as Monitor pursuant to the relevant provisions of this Order;

8. the Divestiture Trustee shall report in writing to Respondent and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture; and

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

   Provided, however, such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph.

F. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this Order.

IX.
Incorporation of Divestiture Agreement

IT IS FURTHER ORDERED that:

A. Each Divestiture Agreement, if approved by the Commission, shall be incorporated by reference into this Order and made a part hereof. Further, nothing in any Divestiture Agreement shall limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that nothing in this Order shall be construed to reduce any rights or benefits of an Acquirer or to reduce any obligations of Respondent under a Divestiture Agreement. Respondent shall comply with the terms of each Divestiture Agreement, and a breach by Respondent of any term of a Divestiture Agreement shall constitute a violation of this Order. To the extent that any term of a Divestiture Agreement conflicts with a term of this Order such that Respondent cannot fully comply with both, Respondent shall comply with the term of this Order.

B. Respondent shall include in each Divestiture Agreement a specific reference to this Order, the remedial purposes thereof, and provisions to reflect the full scope and breadth of Respondent's obligations to the Acquirer pursuant to this Order.

C. Between the date the Commission grants approval of a Divestiture Agreement and the Divestiture Date, Respondent shall not modify or amend any material term of any Divestiture Agreement without the prior approval of the Commission. Further, any failure to meet any material condition precedent to closing (whether waived or not) shall constitute a violation of this Order.

D. After the Divestiture Date and during the term of each Divestiture Agreement, Respondent shall provide written notice to the Commission not more than five (5) days after any modification (material or otherwise) of the Divestiture Agreement. Further, Respondent shall seek Commission approval of such modification (material or otherwise) within ten (10) days of filing such notification. If the Commission denies approval, the Commission will notify Respondent and Respondent shall expeditiously rescind the modification or make such other changes as are required by the Commission.

X.
Reporting and Inspection

IT IS FURTHER ORDERED that

A. Respondent shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order:

1. Within thirty (30) days after the date this Order becomes final and every thirty (30) days thereafter until Respondent has complied with the obligations of Paragraphs II.A through E of this Order;

2. Six (6) months after the date this Order becomes final; and

3. On the first anniversary of the date on which the Order becomes final, and annually for three (3) years, thereafter.

B. For purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days' notice to Respondent made to its principal United States offices, registered office of its United States subsidiary, or its headquarters address, Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

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.

CONFIDENTIAL APPENDIX A

ACQUIRER AGREEMENTS

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

CONFIDENTIAL APPENDIX B

REVISION PROTOCOL

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

APPENDIX C

MONITOR AGREEMENT
[Redacted Public Version]

This Monitor Agreement ("Monitor Agreement"), entered into this 9th day of August 2010, between The Dun & Bradstreet Corporation ("Respondent") and Richard Casabonne ("Mr. Casabonne") provides as follows:

WHEREAS, the Staff of the United States Federal Trade Commission (the "Commission"), in In the Matter of The Dun & Bradstreet Corporation and Respondent have agreed to an Agreement Containing Consent Order ("Consent Agreement"), incorporating a Decision and Order ("Order") with Respondent, which, among other things, requires Respondent to divest or transfer certain defined assets pursuant to the Acquisition Agreement between Respondent and MCH, Inc. ("Acquirer") and those ancillary agreements referenced therein (collectively, the "Remedial Agreement"), and provides for the appointment of a Monitor to ensure that Respondent complies with its obligations under the Order and the Remedial Agreement;

WHEREAS, the staff of the Commission may appoint Mr. Casabonne as such monitor (the "Monitor") pursuant to the Order to monitor Respondent's compliance with the terms of the Order and with the Remedial Agreement referenced in the Order, and Mr. Casabonne has consented to such appointment;

WHEREAS, the Staff of the Commission on July 30, 2010, notified Respondent of selection of Mr. Casabonne as the Monitor, and Respondent agreed to the selection of Mr. Casabonne, and is executing this Monitor Agreement that, subject to the prior approval of the Commission, confers on the Monitor all rights and powers necessary to permit the Monitor to monitor Respondent's compliance with the relevant requirements of the Order in a manner consistent with the purpose of the Order;

WHEREAS, this Monitor Agreement, although executed by the Monitor and Respondent is not effective for any purpose, including but not limited to imposing rights and responsibilities on Respondent or the Monitor under the Order, until it has been approved by the Commission; and

WHEREAS, the parties to this Monitor Agreement intend to be legally bound; NOW, THEREFORE, the parties agree as follows:

(1) Capitalized terms used herein and not specifically defined herein shall have the respective definitions given to them in the Order.

(2) The Monitor shall have all of the powers, responsibilities and protections conferred upon the Monitor by the Order.

(3) Respondent hereby agrees that Respondent will fully comply with all terms of the Order requiring it to confer its rights, powers, authority and privileges upon the Monitor, or to impose upon itself any duties or obligations with respect to the Monitor, to enable the Monitor to perform the duties and responsibilities of the Monitor thereunder.

(4) Respondent further agrees that:

a) it will use commercially reasonable best efforts to provide the Monitor with prompt notification of significant meetings, including date, time and venue, scheduled after the execution of this Monitor agreement, relating to the Remedial Agreement and such meetings may be attended by the Monitor or his representative, at the Monitor’s option, or at the request of the Commission or staff of the Commission;

b) it will provide the Monitor the minutes of the above-referenced meetings as soon as practicable and, in any event, not later than those minutes are available to any employee of the Respondent;

c) it will provide the Monitor with electronic or hard copies, as may be appropriate, of all reports submitted to the Commission pursuant to the Order, simultaneous with the submission of such reports to the Commission, for the duration of the Monitor’s term under this Monitor Agreement;

d) it will, subject to any demonstrated legally recognized privilege, grant the Monitor full and complete access to Respondent's personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, related to Respondent's compliance with their obligations under the Order, including but not limited to, their obligations related to the relevant assets; and

e) it will 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 the Order.

(5) Respondent shall promptly notify the Monitor of any significant written or oral communication that occurs after the date of this Monitor Agreement between the Commission and the Respondent related to the Remedial Agreement, together with copies of such communications.

(6) The Monitor shall serve, without bond or other security, at the expense of Respondent on such reasonable and customary terms and conditions as the Commission may set. 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.

(7) Respondent shall pay Monitor in accordance with the fee schedule attached hereto as Confidential Appendix A, for all reasonable time spent in the performance of the Monitor's duties and responsibilities, including all monitoring activities, all work in connection with the negotiation and preparation of this Monitor Agreement, all work in the nature of final reporting and file closure, and all reasonable and necessary travel time.

a) In addition, Respondent will pay (i) all out-of-pocket expenses reasonably incurred by the Monitor in the performance of the Monitor's duties and responsibilities, including any telephone calls and auto, train or air travel in the performance of the Monitor's duties, and (ii) all fees and disbursements reasonably incurred by such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.

b) The Monitor shall have full and direct responsibility for compliance with all applicable laws, regulations and requirements pertaining to work permits, income and social security taxes, unemployment insurance, worker's compensation, disability insurance, and the like.

(8) The Monitor shall maintain the confidentiality of all information provided to the Monitor by Respondent. Such information shall be used by the Monitor only in connection with the performance of the Monitor's duties pursuant to this Monitor Agreement. Such information shall not be disclosed by the Monitor to any third party other than:

a) persons employed by, or working with the Monitor under this Monitor Agreement, in which case and such persons shall be informed and agree in writing to abide by the confidentiality obligations applicable to the Monitor, in accordance with Paragraph 12 below, or

b) persons employed at the Commission and working on this matter;

c) other persons if consented to by Respondent.

(9) The Monitor shall maintain a record and inform the Commission of all persons (other than representatives of the Commission) to whom confidential information related to this Monitor Agreement has been disclosed.

(10) The Monitor shall act in a fiduciary capacity for the benefit of the Commission.

(11) Upon termination of the Monitor's duties under this Monitor Agreement, the Monitor shall promptly return to the Respondent all materials provided to the Monitor by Respondent

and shall destroy any material prepared by the Monitor that contains or reflects any confidential information of Respondent. Nothing herein shall abrogate the Monitor's duty of confidentiality, including the obligation to keep such information confidential for a period of ten (10) years after the termination of this Monitor Agreement.

(12) The Monitor shall keep confidential for a period of ten (10) years all other aspects of the performance of his duties under this Monitor Agreement and shall not disclose any confidential or proprietary information relating thereto. To the extent that the Monitor wishes to retain any employee, agent, consultant or any other third party to assist the Monitor in accordance with the Order, the Monitor shall ensure that, prior to being retained, such persons execute a confidentiality agreement in a form agreed upon by the Monitor and Respondent.

(13) Nothing in this Monitor Agreement shall require Respondent to disclose any material or information that is subject to a legally recognized privilege or that Respondent is prohibited from disclosing by reason of law or any agreement with a third party.

(14) Each party shall be reasonably available to the other to discuss any questions or issues either party may have concerning compliance with the Order as they relate to Respondent.

(15) Respondent hereby confirms its obligation to indemnify the Monitor and hold the Monitor harmless in accordance with and to the extent required by the Order. Respondent shall indemnify the Monitor and hold 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.

(16) Upon this Monitor Agreement becoming effective, the Monitor shall be permitted, and

Respondent shall be required, to notify Acquirer with respect to Monitor's appointment.

(17) In the event of a disagreement or dispute between Respondent and Monitor concerning Respondent's obligations under this Order, and in the event that such disagreement or dispute cannot be resolved by the parties, either party may seek the assistance of the Commission's Compliance Division to resolve this issue.

(18) This Monitor Agreement shall be subject to the substantive law of the State of New York (regardless of the choice of law principles of New York or those of any other jurisdiction).

(19) This Monitor Agreement shall terminate when the last obligation under it has been fully performed, provided however, that the Commission may extend this Monitor Agreement as may be necessary or appropriate to accomplish the purpose of the Order. The confidentiality obligations of this Monitor Agreement shall survive its termination.

(20) In the event that, during the term of this Monitor Agreement, the Monitor becomes aware that he has or may have a conflict of interest that may affect or could have the appearance of affecting the performance by the Monitor of any of his duties under this Monitor Agreement, the Monitor shall promptly inform both Respondent and the Commission of such conflict or potential conflict.

(21) In the performance of his functions and duties under this Monitor Agreement, the Monitor shall exercise the standard of care and diligence that would be expected of a reasonable person in the conduct of his or her own business affairs.

(22) It is understood that the Monitor will be serving under this Monitor Agreement as an independent contractor and that the relationship of employer and employee shall not exist between Monitor and Respondent.

(23) This Monitor Agreement is for the sole benefit of the Parties hereto and their permitted assigns and the Commission,

and nothing herein express or implied shall give or be construed to give any other person any legal or equitable rights hereunder.

(24) This Monitor Agreement contains the entire agreement between the parties hereto with respect to the matters described herein and replaces and any and all prior agreements or understandings, whether written or oral.

(25) Any notices or other communication required to be given hereunder shall be deemed to have been properly given if sent by mail, facsimile (with acknowledgement of receipt of such facsimile having been received), or electronic mail, to the applicable party at its address below (or to such other address as to which such party shall hereafter notify the other party):

If to the Monitor, to:

Richard Casabonne
Casabonne Associates, Inc.
141 Dickerman Road
Newton, MA 02461
Phone: (510) 757-8768
Email: rcasabonne@casabonneassociates.com

If Respondent to:

The Dun & Bradstreet Corporation
Attention: John Cinque, Esq. Associate General Counsel
The Dun & Bradstreet Corporation
103 JFK Parkway
Short Hills, NJ 07078
Telephone: (973) 921-5674
Fax: (866) 321-3893
Email: CinqueJ@dnb.com

With copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022

Attention: Wayne Dale Collins

Telephone: (212) 848-4127
Facsimile: (646) 848-4127
Email: wcollins@shearman.com

If to the Commission, to:

Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580

Attention: Secretary
Telephone: (202) 326-2514
Facsimile: (202) 326-2496

With a copy to:

Federal Trade Commission
601 New Jersey Avenue, N.W.
Washington, D.C. 20001

Attention: Dan Ducore, Director for Compliance
Telephone: (202) 326-2526
Facsimile: (202) 326-3396
Email: dducore@ftc.gov

(26) This Monitor Agreement shall not become binding until it has been approved by the Commission.

(27) This Monitor Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Monitor Agreement as of the date first above written.

RESPONDENT	MONITOR
______________________	______________________
Jeffrey S. Hurwitz Senior Vice President, General Counsel and Corporate Secretary The Dun & Bradstreet Corporation	Richard Casabonne Casabonne Associates, Inc.

MONITOR AGREEMENT
APPENDIX A

FEE SCHEDULE

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

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]:

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 in connection with 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 contract or subscription agreement if you give us 30 days written notice stating that you wish to terminate the contract 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.2 of the Order provides that, if you terminate, you may be entitled to a refund of any payments made exceeding the fair value of products and services received as of the date of termination, or you may be required to pay for products and services received but not yet paid 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 numbers, by making available a PIN Number Bridge (or cross-reference file) and information and assistance reasonably necessary to enable you to use the PIN Number Bridge for the conversion. If you would like to convert to using QED PIN numbers, please contact [IDENTIFY CONTACT] for assistance.

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]

* * *

[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]

CONFIDENTIAL APPENDIX E

RELEVANT AGREEMENTS

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

CONFIDENTIAL APPENDIX F

EXCLUDED EMPLOYEE POSITIONS

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

ANALYSIS OF AGREEMENT CONTAINING CONSENT ORDER TO AID PUBLIC COMMENT

I. Overview

The Federal Trade Commission ("Commission") has accepted for public comment an Agreement Containing Consent Order ("Consent Agreement") with Respondent The Dun & Bradstreet Corporation ("D&B"), and has issued a final Decision and Order ("Order") that resolves an administrative Complaint issued by the Commission on May 7, 2010. The Complaint alleges that the $29 million acquisition by Market Data Retrieval ("MDR") (a division of D&B) of Quality Educational Data ("QED") (a division of Scholastic, Inc.) in February 2009 eliminated its closest rival and created a near monopoly in the United States K-12 data market, in violation of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, and Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18.

The Commission issued the administrative Complaint because it had reason to believe that MDR and QED were the only significant U.S. suppliers of kindergarten through twelfth-grade educational marketing data ("K-12 data"), which is used by customers for their direct mail and email marketing efforts. The K-12 data that companies like MDR and QED sell include contact, demographic, and other information that allow their customers to market to teachers, administrators, schools, and individual school districts. MDR, QED, and Mailings Clearing House ("MCH") were the only companies prior to the acquisition that provided that data. Other sources of marketing data, such as teacher association membership lists, are not close substitutes because of their more limited coverage, reduced functionality, and less frequent updating. Customers indicated that they would not shift their purchases toward these alternatives in response to a small but significant nontransitory increase in price.

According to documentary evidence and customers, competition from QED had constrained MDR's pricing and spurred MDR to improve product quality, including the development of new product features. Customers viewed MDR and QED as offering the most comparable products and were able to obtain better terms by the threat of turning to the other company. By contrast, MCH lacked a K-12 database comparable to MDR or QED's, generally served a different customer base, was not viewed by many MDR and QED customers as capable of meeting their needs, and had a very small share of the K-12 data market. MDR's near-monopoly position in the K-12 data market after the transaction is protected in part by significant barriers to entry, including the time and cost to develop a database with market coverage and accuracy comparable to MDR or QED's pre-merger databases and the need to obtain a reputation for data quality. A small firm that has begun to offer K-12 data is unlikely to be able to replace the lost competition resulting from the acquisition of QED for at least several years.

One of MDR's primary defenses to the acquisition was that MDR's purportedly high margins created a disincentive to raise prices post-merger. The Bureau of Economics and the Bureau of Competition were not persuaded by this critical loss argument because, as set forth in Section 4.1.3 of the 2010 Merger Guidelines, it failed to account for the possibility that high margins might also imply highly inelastic demand and thus fewer lost sales from a price increase. Indeed, as described above, the weight of the evidence indicated that post-merger market conditions would provide an incentive to raise prices.

The Consent Agreement is designed to remedy the likely anticompetitive effects of the acquisition by restoring, to the extent possible, the lost competition between MDR and QED. Among other things, it requires that D&B divest an updated and augmented K-12 database of names, addresses, and other pertinent information to MCH, a competitor in the K-12 data market. The Order also provides for the divestiture to MCH of the QED name and associated intellectual property as well as the appointment by the Commission of a monitor to ensure that all of the terms of the Consent Agreement are fully implemented by D&B.

II. Respondent D&B

D&B is a corporation organized, existing and doing business under the laws of the State of Delaware, with its principal place of business at 103 JFK Parkway, Short Hills, New Jersey 07078. D&B is the world's leading supplier of commercial information on businesses. In 2008, D&B's revenue exceeded $1.7 billion. MDR, a division of D&B, has its headquarters at 6 Armstrong Road, Suite 301, Shelton, Connecticut 06484. MDR also has offices in Chicago, Illinois, and San Francisco, California.

III. The Commission's Complaint

The Complaint alleges that, prior to MDR's acquisition of QED, MDR was the largest provider of K-12 data in the United States. K-12 data is sold or leased to customers, including book publishers and other suppliers of educational products and services, that use the information to market the various products and services that they offer to education institutions. The Complaint further alleges that MDR's closest competitor in the K-12 data market was QED. After acquiring QED, MDR attained a near monopoly. Two firms, one of which was MCH, accounted for the remaining competition.

The Complaint alleges that if allowed to stand, the acquisition would likely enable MDR unilaterally to exercise market power in various ways, including by increasing prices and reducing product quality and services. IV. Terms of the Order

A. MCH is the Acquirer.

MCH is a privately held company with offices located at 601 E. Marshall Street, Sweet Springs, Missouri 65351. The Commission believes that MCH is an appropriate acquirer of the assets to be divested, and that with those assets, it will be in a position to restore the competition that was lost when MDR acquired QED. MCH currently has a small share of the K-12 data market, but is a company with over 80 years of experience in the broader data market industry.

B. The Assets to be Divested.

The key asset that MCH will acquire is an updated K-12 database. As a result, MCH's database not only will rival MDR's, but will exceed the size and scope of the QED database when MDR acquired it.

A second important asset that MCH will acquire is the QED name and its associated intellectual property. The combination of the QED name and the updated database has the potential to enable MCH to compete for and offer customers K-12 data comparable to what QED had been offering when it was acquired by MDR.

C. Other Requirements Imposed upon MDR.

The Order also includes several provisions that will facilitate the ability of MCH to compete on a more even footing with MDR. The Order grants certain categories of MDR customers the option to terminate their contracts with MDR, without penalty, for a period of 21 months, upon 30 days' notice to MDR that the customer intends to terminate its contract(s) for the purpose of considering alternative sources of K-12 data. The Order does not require that these customers actually make a purchase from an alternative source, nor does it require that the alternative source be limited to MCH. MDR will be required to notify customers with potentially terminable contracts, by certified mail, of their termination rights.

To facilitate the ability of customers to switch away from MDR to MCH, the Order also requires that MDR grant such customers access to a data translation table containing both MDR's and QED's unique identification numbers assigned to educational institutions contained in their K-12 databases [PIN/PID numbers]. The table assists customers in converting their internal marketing data systems from MDR's data reference numbering system [PIN] to QED's data reference numbering system [PID].

Former QED employees and certain MDR employees also are released from any restrictions on their ability to join MCH.

Another provision of the Order requires that for a period of 21 months, MDR offer all third parties placing orders for K-12 data with MDR a "net names" discount of up to 30% for names obtained from MCH (i.e., a discount for overlap names).

The Order also requires that MDR, for up to one year, provide MCH with reasonably necessary technical assistance within five days of such a request and further requires MDR to facilitate the ability of MCH to enter into contracts with any vendor that had been doing business with QED.

D. A Monitor Will Help Ensure Compliance.

The Order provides for the appointment by the Commission of an independent monitor, with fiduciary responsibilities to the Commission, to help ensure that D&B carries out all of its responsibilities and obligations under the Order. The Commission has appointed Mr. Richard Casabonne, a person with significant experience in the K-12 data market, as monitor. Mr. Casabonne is chief executive officer of Casabonne Associates, Inc., a consulting firm that focuses on educational activities. In the event D&B fails to comply with its divestiture obligations, the Order also provides that the Commission may also appoint a divestiture trustee to fulfill those requirements.

V. Opportunity for Public Comment

The Consent Agreement has been placed on the public record for 30 days to receive comments from interested persons. Comments received during this period will become part of the public record. After 30 days, the Commission will review the comments received and determine whether to take further action. The purpose of this analysis is to facilitate comment on the Order. This analysis does not constitute an official interpretation of the Consent Agreement or Order, nor does it modify their terms in any way. The Consent Agreement does not constitute an admission by D&B that it violated the law or that the facts as alleged in the Complaint, other than jurisdictional facts, are true.