

If you have ordered the Search Engine Marketing (“SEM”) Plus Program, you agree to the Digital Products Terms and Conditions and to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Marketing Services Agreement (MSA).

1. The SEM Program (herein so called) is a program whereby Dex Media may place a bid for advertising to appear on Program Sites (defined below) as provided in these terms and conditions. You authorize us to (i) place your Digital Ads on our Digital Platform, other Program Sites we own, and third party Program Sites in response to searches or selections by or characteristics of end users, and designate us your agent to do so, and (ii) allocate the Digital Ads among Program Sites at our discretion. “Program Sites” means digital sites and applications that are delivered to end users through any transport means and that meet our SuperClicks program criteria (which may change at any time without notice). In addition, services will include call tracking and call verify. Call recording and call whisper are also included on condition that proper Dex Media documentation is executed.

2. Term; Automatic Renewal. The initial term for the SEM Program is 12 months or such other period as is set forth in the order section of the Marketing Services Agreement. The term will begin on the date we first submit content to a Program Site. You may cancel the SEM Program in accordance with Section 4 of the MSA only by giving us written notice as specified in Section 2 of the MSA. In addition, failure to cancel at the end of the Term may result in the automatic renewal of the SEM Program in accordance with Section 4 of the MSA.

3. Fees and Payment. You agree to pay the monthly rates identified on the Marketing Services Agreement, a portion of which includes a monthly service fee equivalent to 40% of the Monthly Budget, for the period we provide the SEM Plus Program. The fixed monthly rate reflects your Monthly Budget, which is defined below.

4. Monthly Budget. Dex Media will attempt, but does not guarantee that it will exhaust the Monthly Budget each month. You understand that if your Monthly Budget is not exhausted in a given month during the initial term, remaining budget will allocate to the next initial term month. Should you elect to renew your SEM Program at the end of the initial term, any unspent Monthly Budget will allocate to the first month of your renewal term. **If you fail to renew or you cancel your SEM Program at the end of your initial term, any unspent Monthly Budget will not be refunded or allocate to another month. The remaining unspent Monthly Budget may not be used as a credit towards other products or services.** You acknowledge that the bidding rules and rate structures may vary by Program Site and may change at any time.

5. Change in Specifications. We reserve the right to change the terms on which we provide the SEM Program and may change these terms and conditions by providing you notice via e-mail or by posting such changes online on Superpages.com, Dexknows.com or on Superpages Mobile. Your continued participation in the SEM Program following such changes will constitute consent to such changes. In addition, we reserve the right to terminate the SEM Program at any time for any reason.

6. Our Rights. We may modify the content of your SEM Plus Program or your category, category keyword, or other selections to conform to the requirements of, or to utilize the features of, a Program Site. We may modify, expand, or utilize data within your digital content or your website, business profile, or other materials you provided to develop searchable data that may appear in response to searches by end users. If you have multiple advertising campaigns (e.g. in different categories), we may select which campaign will appear in response to a business name search or other search where the category is not clearly defined. In addition, we may deactivate a campaign. We may optimize your advertising campaigns by adding relevant categories or keywords to your SEM Program. You acknowledge that the bidding rules and rate structures may vary by Program Site and may change at any time.

7. Pausing Your Account. **You may not pause your SEM Plus Program.**

8. DISCLAIMERS. WE DO NOT WARRANT (I) THE NUMBER OF CALLS OR CLICKS TO BE GENERATED BY THE SEM PROGRAM; (II) THAT ANY CALL, CLICK, OR IMPRESSION REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE SEM PROGRAM ADVERTISING WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; (IV) THE SPECIFIC PLACEMENT OF YOUR SEM PROGRAM ADVERTISING RELATIVE TO ADVERTISING OF OTHER BIDDERS OR ADVERTISERS; (V) THAT A BID, OR CHANGE TO OR WITHDRAWAL OF A BID, WILL BE IMPLEMENTED WITHIN A SPECIFIC TIMEFRAME; OR (VI) THE ACCURACY OR CURRENCY OF BIDS OF OTHER BIDDERS. YOU ACKNOWLEDGE THAT BID PRICE IS NOT THE SOLE FACTOR DETERMINING PLACEMENT OF THE SEM PROGRAM ADVERTISING. YOU FURTHER ACKNOWLEDGE THAT THE DISPLAY OF SEM PROGRAM INFORMATION, INCLUDING, WITHOUT LIMITATION, YOUR BIDS, BIDS OF OTHER BIDDERS, AND CLICK COUNTS WILL NOT OCCUR IN “REAL TIME” AND WILL BE

DELAYED DUE TO SYSTEM CONSTRAINTS, INTERNET LATENCY, AND OTHER POSSIBLE FACTORS. WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY PROGRAM SITE WE DO NOT OWN.

9. Your Responsibilities. You represent and warrant that you have, and during the Term will continue to have, the absolute and unrestricted right to use as searchable text or “keywords” all words, phrases, logos, brands, products, services, affiliations, certifications, and all advertising copy and other information you submit or select in connection with your online business profile and/or SEM advertising, all of which will be included within the term “Client Content” for the purposes of the rights, licenses and authority you grant in the Marketing Services Agreement.

You agree to maintain a working email address and to notify us immediately of any changes to the email address, during the period covered by the Marketing Services Agreement.

10. Metered Number. Using unique telephone number(s) (the “Metered Number”) acquired by us and inserted in your SEM Plus advertising, we will measure the number of incoming calls to the Metered Number(s) and provide you with periodic reports (by making such reports available online or other method in our sole discretion) (the “Performance Tracking Service”). **The Metered Number will be disconnected at the end of the term of your SEM Plus advertising and may be reassigned if not renewed.** You authorize us to act as your agent in acquiring the Metered Number and grant us the exclusive right to receive all telephone call data arising from the Metered Number. We do not guarantee any specific exchange for the Metered Number. You understand and agree that callers outside your local directory area may incur a toll when calling the Metered Number, and that the Metered Number cannot accept collect calls. You agree that we have copyright ownership of all Metered Number, you cannot assign the Metered Number, and that ownership of the Metered Number cannot be transferred to you at any time.

You will not cause or permit the Metered Number to be published or otherwise used in any other advertising medium, including, without limitation, other Internet advertising or in print directories, signs, business cards, flyers, direct mail, newspaper, or radio or vehicle messages. You are not permitted to change your local telephone service provider or any of the local telephone numbers to which the Metered Number are forwarded during the period we are providing the Performance Tracking Service. We are not responsible for any failure of the Performance Tracking Service resulting from your failure to comply with this section.

11. Our Remedies. If you breach these additional terms or the Marketing Services Agreement, including payment obligations, in addition to all other remedies available to us under the Marketing Services Agreement, you will forfeit the right to receive calling data relating to the Service and we may (i) terminate the SEM Plus advertising, (ii) disconnect the Metered Number, and (iii) require you to reimburse us for all Metered Number charges for the Metered Number and our other expenses associated with providing the Service. Such rights shall be in addition to all rights and remedies available to us under law or equity.