

If you have ordered SEO Services (as defined below), you agree to the Digital Ads and Services 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.

1. **Term and Termination.** The term of this agreement shall begin and become effective as of the advertising start date and shall continue for the term identified in the order section of the Agreement.

2. **Service.** “SEO Service” means our search engine optimization product that provides services to increase the potential for your business to be found online and ranked higher in organic search engine results. **Actual services provided depend on the SEO package ordered.** Services may include:

- Keyword Research
- YTD Value Report
- Google Analytics Training
- Monthly Reporting Call
- Dedicated Account Manager
- Custom Account Manager
- Custom Monthly Report
- Target Page(s)
- Onsite Optimizations Recommendations and Implementations per Target Page
- Google Analytics Creation and Implementation
- Thin Content/Duplicate Content/ Audit
- Content Creation & Implementation
- Google Webmasters Tools Creation and Installation
- Page Creation
- Sitemap Creation and Installation
- Robots.txt File Creation and Installation
- Onsite Blog Creation and Implementation
- Preliminary Audit
- Road Map Creation
- Monthly Report Creation
- Click Behavior Tracking Creation and Installation
- 301 Redirect Implementation (For Internal Pages)
- Google Authorship Creation
- Broken Links Correction
- Social Bookmarking
- Directories (Excluding Yext)
- Keyword Link Building
- Removal of Toxic Links
- Blogs
- Articles
- Offsite Content Marketing

3. **SEO Money-Back Guarantee SEO Program (the “SEO MBG Program”)**

If you purchase the SEO MBG Program and Dex Media is unable to place 50% of your Active Keywords on page one of Google’s search engine at least once within the first 6 months of the SEO MBG Program Term, you have the right to request a refund of all monies paid up to the 6th month under this program. Active Keywords are defined as words entered by Google users in its search dialogue box. To qualify for the SEO MBG Program, the following conditions must be met:

- Your SEO MBG Program Monthly Budget is equal to or greater than \$400/month and is at least the recommended package level presented by your Marketing Consultant;
- The SEO MBG Program Term is 12 months;
- Your SEO MBG item is purchased in conjunction with a Thryv Pro or Thryv Premium Product. Both Thryv products must include a Thryv website. In addition, Thryv Pro or Thryv Premium item must remain active and run concurrently with the SEO program throughout the full SEO MBG Program Term;

- If we are unable to schedule the onboarding call and speak to you within two weeks of your SEO MBG Program launching regarding your campaign's Active Keywords, you understand that we have the right to automatically launch your MBG Program and agree that you will not be able to change keywords selected by Dex Media.
- You are required to participate in your MBG Program by remaining engaged via phone or email during regular scheduled monthly meetings throughout the SEO MBG Program Term in accordance with Section 5 below. Failure to do so will disqualify you from MBG Program

Performance of your Active Keywords is based only on Google's DESKTOP VERSION of its search engine. In addition, all Active Keywords are subject to approval by Dex Media's SEO team.

If at any time your SEO MBG Program transitions into a suspended status, the SEO MBG Program will automatically be canceled. Additionally, if you cancel your Thryv Pro or Dex Hub Premium Product during the SEO MBG Program Term, the SEO MBG Program will automatically be canceled.

At the end of the 6th month of the 12 month Term, if Dex Media was unable to place 50% of your Active Keywords on page one of Google's DESKTOP VERSION of its search engine at least once within the first 6 months, you can either 1) continue with a non- money back guarantee SEO program or 2) cancel your SEO service completely and request a review and credit of monies paid toward the SEO MBG Program. Any credit issued will apply to your Dex Media account and will not be issued in the form of a refund. You must make your election within 30 days after the end of the 6th month. Regardless of your election, at the end of the 6 months, the SEO MBG Program is terminated.

You may only purchase the SEO MBG Program once with Dex Media.

4. Access. For purposes of the Agreement, all webpages that we or our third party vendors own, operate or host in connection with the SEO Service are referred to herein as "SEO Service Sites." You may be authorized to access a SEO Service Sites solely to manage your account. Your right to access your account with us is subject to any limits established by us. You agree that you will not use access SEO Service Sites or any content therein for any other purpose and that you will not disseminate or distribute any of this information. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access your account with us or to monitor or copy the SEO Service Sites or the content contained therein except those automated means expressly made available by us.

5. Your Engagement Responsibilities. You understand and agree to fully cooperate in the fulfillment of your SEO product. **You agree that we may bill you and you agree to pay for Services rendered even if the full Service is not provided due to your failure to respond, provide required information/content, or your lack of cooperation.**

6. Latency. You understand that, any information or data provided by you to us may not be processed on a real-time basis and may be subject to the latency of the Internet, our systems and network of third party partners and search engines.

7. Ownership. Title and full ownership rights in and to the SEO Service, together with any and all ideas, concepts, computer programs and other technology supporting or otherwise relating to our provision of the SEO Service and any related Web site(s) (collectively, the "Materials"), shall remain at all times solely with us and/or with any respective third party owner, manufacturer or author we may contract with to provide the SEO Service. You acknowledge that you have not acquired any ownership interest in the Materials and will not acquire any ownership interest in the Materials by reason of the Agreement.

8. Your Site. We will contact you about your website copy. While we will make reasonable efforts to connect with you about your website copy, if we are unable connect, we have the right to implement onsite changes without written or verbal approval. You hereby acknowledge that we are not responsible for the maintenance of your Web site(s) nor are we responsible for order entry, payment processing, shipping, cancellations, returns or customer service concerning orders placed on your Web site(s). You must update your search listings if any information is not a current and accurate description of information available on your Web site. You further acknowledge that your site does not contain any Dex Media owned or licensed content.

9. Your Representations and Warranties. You represent and warrant to us that for the term of the Agreement:
 - a. this Agreement constitutes a valid and binding agreement enforceable against you in accordance with its terms.
 - b. any information or data that you (including your agents or representatives) have entered or will enter under any access site is and will be both accurate and complete.
 - c. You are the authorized owner or representative of the Web site(s) for which keywords are selected or search listings are requested or an advertisement has been submitted.

10. Your Covenants. You further agree to perform as follows:
 - a. You will not hold us or our affiliates liable or responsible for the activities of visitors who come to your Web site(s) through a link provided from the Dex Media network or from elsewhere.
 - b. You agree that you are solely responsible for the development, maintenance and operation of your Web site(s) and for all content and other materials that appear on, and all visitors to, your Web site(s) from time to time.
 - c. You are responsible for the content of each advertisement, however, we reserve the right to edit, reject or remove any advertisement at any time, for any reason, in our sole discretion.