

## **ADVERTISER AGREEMENT - PRODUCTS AND SERVICES TERMS AND CONDITIONS**

The following Products and Services Terms and Conditions (the "**Product Terms**") are incorporated by reference into the Marketing Services Agreement by and between Dex Media, Inc. (also referred to herein as "**Publisher**") and Advertiser (the "**MSA**"), for those Advertisers who purchase products and services formerly provided by YP LLC, Print Media LLC or Yellowpages.com LLC. Together, the MSA, these Product Terms, any applicable product or services terms for other non-YP products, and any Order from Advertiser accepted by Publisher, and any Supplemental Terms constitute the "**Agreement**". Capitalized terms used but not defined herein shall have the meanings ascribed to them in the MSA.

### **SECTION 1. GENERAL ADVERTISER RESPONSIBILITIES**

#### **SECTION 1.1 ADVERTISER RESPONSIBILITIES.**

Although Publisher endeavors to provide quality advertising and marketing services to all of its advertisers, the ultimate effectiveness of any advertising campaign or marketing service is dependent upon certain factors that are within the control of the Advertiser. Advertiser is solely responsible for ensuring that it operates its business in a responsible manner, and for ensuring compliance with all legal, ethical and professional standards applicable to all lines of business in which Advertiser engages, and for complying with all laws, rules and regulations applicable to Advertiser's line of business or industry with regard to marketing or advertising Advertiser's business, products and services.

- a. As a material condition to Publisher's willingness to provide Services to Advertiser, Advertiser hereby represents and warrants that it is and will remain in compliance with all of its responsibilities and obligations hereunder (the "**Advertiser Responsibilities**"), and that it will promptly notify Publisher of any incident of non-compliance.
- b. Advertiser acknowledges and agrees that if Advertiser fails to be in compliance with the Advertiser Responsibilities, then: (1) any such failure may have a negative impact upon the performance or effectiveness of the Services, including affecting projection estimates or similar performance metrics reported by Publisher or any of its Suppliers in connection with any applicable Service(s) purchased by Advertiser; (2) Publisher shall not be liable for any consequence of any such failure on the part of Advertiser; and (3) although Publisher is not required to monitor Advertiser's compliance with this Agreement, such failure by Advertiser shall entitle Publisher to reasonably pause or terminate any Service without any compensation or obligation due to Advertiser as a result.

#### **SECTION 1.2 LICENSING AND AUTHORIZATIONS.**

It is the responsibility of Advertiser to understand and adhere to any specific industry, federal, state, or local laws and standards which may dictate that certain information be published or not published in Advertising or due to the line of business Advertiser is in (e.g., notices, license numbers, certifications, etc.), and to advise Publisher when applicable. It is also the responsibility of Advertiser to understand and adhere to any specific industry, federal, state or local standards which prohibit certain types of advertising, advertising content, advertising for certain products, goods or services, or activation of or participation by Advertiser in certain types of Services or advertising-related product features. Advertiser is solely responsible for notifying Publisher in writing of any local rules, professional practices or restrictions, settlement agreements, consent decrees, or legally binding and applicable requirements that would affect any Advertising or Service for Advertiser. Publisher is not responsible for enforcing any outside regulations. At its discretion, Publisher may choose to enforce Advertisers' compliance with any particular local, regional or industry-specific laws, regulations, guidelines, or best practices that apply to advertisers or businesses, however, Publisher assumes no responsibility for policing compliance with such laws or standards not applicable specifically to Publisher.

#### **SECTION 1.3 COMPLIANCE WITH AD SPECIFICATIONS AND STANDARDS.**

Advertiser shall be responsible for compliance with the advertising specifications and publication standards of Publisher or any Supplier. Publisher reserves the right to remove or not publish any Advertising that does not comply with Publisher's standards or the content limitations of a Supplier. If Advertiser provides

Ad Materials that include specific brand names, logos or branded images (“Branded Content”), Advertiser represents and warrants to Publisher that Advertiser has all necessary rights (including, without limitation, IP Rights) to authorize Publisher to use such Branded Content for all purposes contemplated herein. If Publisher receives a claim of infringement or misappropriation of IP Rights in connection with Branded Content, Publisher shall be entitled to take all reasonable measures to defend and protect the Publisher Parties, including discontinuance or termination of all or any portion of the associated Services, until any such dispute has been resolved to Publisher’s satisfaction. Although Publisher assumes no obligation to verify Advertiser’s right to use any Branded Content, if Advertiser does not substantiate its right to use Branded Content when requested by Publisher, then Publisher may, in its sole discretion, remove or limit the publication of such Branded Content.

#### **SECTION 1.4 ADVERTISING AND BUSINESS ETHICS.**

Advertiser shall ensure that Advertising is not misleading as to the nature of the Advertiser or the business it operates, services it provides or products it sells. Advertiser shall always honor any commitment it makes to consumers in the Advertising it places with Publisher, including in any coupons or offers it creates on the Publisher Properties, and Publisher shall have no liability with regard to any claims or offers by Advertiser contained in any Advertising, nor any products or services advertised by Advertiser. For the avoidance of doubt, the provision of Advertising by Publisher on Advertiser’s behalf does not constitute an endorsement, partnership or special relationship with Publisher and Advertiser may not take any action that may indicate or otherwise imply otherwise.

#### **SECTION 1.5 APPROPRIATE AD TARGETING AND TARGETING INFORMATION.**

Advertiser is responsible for ensuring that all of its Advertising and Ad Materials are properly targeted or directed toward the appropriate and intended audience for its products and services. Advertiser is responsible for all data or information that Advertiser makes available to Publisher, directly or indirectly, in order to facilitate the use of particular keywords, specialized search terms, targeting parameters, audience segments, or similar or related concepts in connection with or in support of Services (“Targeting Information”, and such Services, “Targeted Services”). Advertiser shall bear all responsibility and liability for its use and its approval of Publisher’s use on its behalf of any Targeting Information, Targeted Services or targeting-related features within a particular Service. Advertiser acknowledges that its failure to notify Publisher of incorrect or changed Targeting Information may result in ineffective or inefficient Advertising campaigns, users directed to the wrong pages of Advertiser’s websites, “dead” or expired links that result in web pages not loading correctly, or incorrect information transmitted to consumers and the general public.

#### **SECTION 1.6 COPPA; NO ADVERTISING DIRECTED AT CHILDREN.**

The Children’s Online Privacy Protection Act Rule (“COPPA”) places certain restrictions with respect to online content directed to children under thirteen (13) years of age that collects, uses, or discloses personal information from children under 13. Publisher does not offer any Services that are intended to target, or that are for use with or by anyone under the age of thirteen (13) (“Children”), nor are any Properties directed at Children. Advertiser warrants and shall ensure that: (1) none of its Advertising, Ad Materials or Targeting Information is directed at Children; and (2) any website maintained by or for Advertiser is either not targeted at Children or is otherwise in compliance with COPPA and all other laws and regulations applicable with respect to the protection of Children.

#### **SECTION 1.7 DO NOT CONTACT AND ANTI-SPAM RESPONSIBILITY FOR ADVERTISING.**

- a. **Regulations.** In relation to any Advertising that involves direct solicitation of or contact with consumers at the direction of Advertiser, Advertiser is solely responsible for ensuring compliance with all applicable anti-spam, do not call, do not contact, consumer privacy or similar consumer protection laws, statutes, orders, regulations or requirements of either general applicability or of applicability to the business or geography in which Advertiser operates or elects to utilize the Services. Publisher is not responsible for determining which laws, statutes, orders, regulations or requirements may apply to Advertiser or to the particular

business, industry or geography in which Advertiser operates or advertises or the nature of the telephone number, address or individual whom Advertiser seeks to contact and hereby expressly disclaims any responsibility to notify or advise Advertiser of such laws, statutes, orders, regulations and requirements.

- b. **Opt-out; Do Not Contact.** As to any lists of intended contacts obtained, maintained or compiled by or on behalf of Advertiser, Advertiser is solely responsible for obtaining any permissions required to solicit or advertise to such contacts. Advertiser must promptly notify Publisher of any opt-out and unsubscribe requests from users of Advertiser's website or consumers of its Advertising or those on Advertisers' contact list, and of any users or contacts on do-not-call lists (or other similar do-not-contact lists), in the format specified by Publisher from time to time. Advertiser must not request that Publisher perform any Services that would require Publisher to contact such users or consumers who have not authorized (where required) or unsubscribed or opted out of contact for marketing purposes.
- c. **Opt-In for Text Message Marketing.** Text messaging communications are subject to the voluntarily opt-in and registration of the end users. For Services that involve Text Message Marketing components, subject to the disclaimers in subsection (a) of this Section, Publisher may determine and establish the requirements and protocols related to the opt-in and registration of users for such Services, which may be modified from time to time and in Publisher's sole and absolute discretion. Any updated opt-in requirements for End Users for Text Message Marketing Services shall be made available online at <http://www.yp.com/about/legal> (or other relevant successor site per Publisher).

#### **SECTION 1.8 COMPLIANT PRIVACY NOTICE.**

Advertiser will post, implement, maintain, and comply with an appropriate privacy policy on any website included in or related to its Advertising to address collection and usage of End User Information, which privacy policy an End User can view and access via a direct link from the Advertising or such related website, as applicable. Advertiser's privacy policy must comply with all current privacy or data protection laws and must include a statement that Advertiser and third parties may collect from end users of the Advertising and/or related website (via Tracking Mechanisms, as defined below) the End User Information as described below. Publisher may offer, for the convenience of Advertiser, a sample privacy policy, linked to from the Advertising and/or related website, that Advertiser may adopt or which Advertiser may utilize in drafting its own privacy policy or statement as to its own and third-party collection of End User Information, as required under this Section. Publisher makes no representations that such sample privacy policy complies with all of Advertiser's obligations under law, and no representation that Publisher will update such sample privacy policy pursuant to changes in laws, rules, regulations, best practices, and other requirements. Advertiser agrees that it bears sole responsibility for all such compliance.

#### **SECTION 1.9 RESPONSIBLE USE OF PUBLISHER PLATFORMS AND INTERFACES.**

- a. **Interfaces.** In connection with the Services, Advertiser may be offered access to a user interface (or "UI"), an application programming interface (or "API"), or other Interface, including the DexYP for Business site ([www.biz.yellowpages.com](http://www.biz.yellowpages.com)), and the DexYP for Business<sup>SM</sup> app and interfaces provided in connection with ypSearch Marketplace®. Advertiser's use of any Interface will be contingent upon and subject to Advertiser's agreement to and compliance with any additional terms of service, end user license agreement, documentation, specifications and use policies applicable to such Interface ("Interface Terms & Policies"). Advertiser will ensure that any agent or representative accessing an Interface on its behalf always comply with the applicable Interface Terms & Policies.
- b. **Data Mining.** Advertiser is prohibited from data mining, scraping, crawling, or using any bot, other automatic software, script, technology or process that sends automated queries and/or actions to the Interface, or from using other similar methods and tools to access the Interface or any of Publisher's servers, platforms, Properties, websites or applications or to gather or

extract data from such Interface or related sites, including performance information, without Publisher's prior written consent, which consent may be withheld and/or withdrawn by Publisher in its sole discretion at any time, with or without notice.

## **SECTION 1.10 PUBLICITY / CONFIDENTIALITY.**

- a. **Advertiser.** Advertiser agrees that it will not disclose to any third party any information which Advertiser knew or reasonably should have known was confidential or proprietary information of Publisher, including any non-public information related to the internal operation, fulfillment or component parts of any Service (including any Comprehensive Advertising Plan). With respect to any Service, Advertiser agrees not to make any public announcement regarding Advertiser's participation in or the specific terms of such Services (whether made in any advertisement, news release, or business presentation to any professional or trade publication or other public announcement) without the prior written consent of Publisher, which may be withheld in Publisher's sole discretion. With respect to any Plan, Advertiser agrees that any information concerning the component parts of the Plan or the strategy of how the Plan was developed shall be the confidential and proprietary information of Publisher. Without limiting Publisher's remedies available to it at law, Advertiser agrees that Publisher is entitled to seek equitable relief, including injunctive relief, in order to enforce these provisions.
- b. **Publisher.** Advertiser acknowledges and agrees that Publisher has no obligation to maintain the confidentiality of any information that it collects or receives from or on behalf of Advertiser for the purposes of the Advertising or Services. Advertiser agrees that it will not provide information to Publisher for the purpose of Publisher's use in fulfilling the Services or providing Advertising that is subject to a non-disclosure or similar confidentiality obligation that restricts Advertiser's right to disclose such information without a separate agreement to that effect.

## **SECTION 2. PUBLISHER ADVERTISING SERVICES**

### **SECTION 2.1 PUBLISHER PROPERTIES AND NETWORK**

- a. **Publisher Properties.** Advertiser authorizes Publisher and the Publisher Parties to place, distribute, or publish (to the extent required for an applicable Service), all of Advertiser's Advertising, Ad Materials and related technology (e.g., URLs, links, ad tags), as applicable, on or in any website, application, property, media or platform (each, a "Property", and collectively, the "Properties"). Advertiser agrees that Publisher may position Advertising in any location on or within any applicable Property, in any sequence or relative sequence and in association with any category heading, title or section Publisher or any Supplier deems appropriate, unless otherwise specifically noted in the applicable Order(s). Publisher has the right to determine and change the name, look and feel, content, headings, sequence of headings, categories, design, algorithms, policies, specifications and guidelines, printing, publication and distribution (including the Issue Life and delivery period) of any Property that is made available, in whatever format, now or in the future.
- b. **Ad Network.** Advertiser acknowledges that performance of the Services may require distribution or publication of the Advertising and/or Ad Materials to Properties owned or controlled by third parties, on which Properties Publisher is authorized to distribute Advertising (each a "Network Property"). Publisher's "Advertising Network" shall mean any and all distribution channels Publisher utilizes for the applicable Advertising or Service, including, without limitation: (a) [www.yellowpages.com](http://www.yellowpages.com), [www.yp.com](http://www.yp.com), [www.anywho.com](http://www.anywho.com), and other websites, applications, and digital media platforms owned or operated by Publisher Parties (including wireless/mobile versions of the foregoing); (b) Publisher's print directories and other printed compilations of business content, as well as digital copies of such printed directories and services that provide directory assistance; (c) Publisher's pages, channels or other presence on third-party social media sites and applications; (d) the distribution channels and

platforms of any of Publisher's Supplier(s); and (e) any other print, internet, wired or wireless/mobile distribution channels including, without limitation, postcards or mailers, distribution via mobile phones, tablets and other devices, email, text messaging (including SMS and MMS), push messaging, content delivery systems such as streaming video, voice enabled delivery systems (including traditional telephone networks and automated voice recognition systems or IVR), installed devices, including, without limitation, navigation devices and car entertainment systems; and (f) such other technologies and forms of communication now known or hereafter developed. Publisher may discontinue or add Properties and Suppliers to its Advertising Network at any time, without notice to Advertiser. Unless otherwise specified for a particular product or service or agreed in an Order, Publisher will determine, in its sole discretion, the manner and method by which any Service will be distributed, including, without limitation, the Advertising Network(s), or parts thereof, that Publisher will use for that purpose, and Publisher may change the manner, nature, and scope of such distribution at any time without notice or obligation to Advertiser. By submitting an Order for a Service, Advertiser expressly authorizes distribution over all relevant channels of Publisher's Advertising Network.

- c. Online Feedback and User-Provided Content.** Digital Properties (e.g., websites, social media pages, etc.) on which Advertising may appear may include content provided or created by individual End Users or groups by means of user review postings, ratings, comments, images (which may include photos or videos) or similar mechanisms ("User-Provided Content"). The views and opinions expressed in User-Provided Content, and any information provided therein, are the sole and exclusive responsibility of the individuals or groups who made such postings, and not of Publisher or any Supplier. Except as otherwise expressly agreed to by Publisher, Publisher Parties do not monitor or control User-Provided Content. Advertiser acknowledges that in the situation wherein Publisher Parties do not generate, monitor, or control the content of a Property, Publisher Parties shall not have any liability to Advertiser of any type or nature as a result of placing Advertising on Properties which may display User-Provided Content, or promote content which might be objectionable to Advertiser, such as adult content or content related to gambling, weapons, or alcohol consumption. Publisher has no obligation to determine or take any action when User-Provided Content may include technical inaccuracies or typographical errors. Advertiser agrees to hold the Publisher Parties harmless for all User-Provided Content, including the content, quality, copyright compliance or legality of any User-Provided Content, or any resulting loss or damage, including but not limited to defamation, loss of business, and infringement of IP Rights resulting from such User-Provided Content or from the placement or publication of Advertiser's Advertising in proximity to such User-Provided Content.
- d. Reports; Reporting Tools; Publisher Data.** Publisher shall make available to Advertiser periodic reports regarding the results or performance of the Advertising ("Reports"), even when Publisher has made no guarantee or promise as to the level of performance or the number of Actions that shall be delivered as a result of the Advertising. Such Reports will be the conclusive, definitive measurements in connection with the applicable Advertising and will determine all related obligations for all purposes of the applicable Service under this Agreement, if any. Publisher may make available to Advertiser one or more Interfaces to allow Advertiser to view online certain Reports or other metrics with respect to the performance or results of one or more Services, such as the DexYP for Business site accessed at [www.biz.yellowpages.com](http://www.biz.yellowpages.com) and the DexYP for Business<sup>SM</sup> app (each of which may be referred to individually and together as a "Customer Portal"). Advertiser is solely responsible for maintaining the security and confidentiality of any credentials provided to Advertiser by Publisher to access such Customer Portal or Interfaces. Advertiser acknowledges that any performance measurements or other metrics that may be provided via a Customer Portal or other Interface in real-time or during the course of any delivery period for any Advertising are interim numbers only that may not have accounted for the most recent Actions or any necessary adjustments, so such interim metrics as provided in a Customer Portal prior to the issuance of a conclusive Report at the end of a billing period for the deliverables may vary from the numbers included in the final Report or invoice.

Such Reports or Customer Portal may also provide Advertiser with access to certain aggregated ratings, statistics, analysis, End User Information, or other meta-content (collectively, "Publisher Data"). Any IP Rights in the Publisher Data shall belong to and inure to the benefit of Publisher. Further, Publisher may make available to Advertiser certain third-party business ratings, reviews, metrics and other third-party content relevant to the Advertiser (for purposes of this Agreement, the "Third Party Content"). Advertiser acknowledges and agrees that all Publisher Data and Third Party Content is made available for Advertiser's informational purposes only.

- e. Restrictions on Use of Third Party Ad Servers and Tracking Mechanisms by Advertiser.** The use of any ad or image servers in connection with any Services (including Display Services) shall be subject to the prior review and approval of Publisher at its sole discretion. An ad server or ad tag shall not contain or enable any sort of End User tracking or other type of measurement mechanism in relation to an end user's browser without disclosure of such functionality to Publisher. The use of any type of ad tag, pixel, cookie or other tracking or monitoring device or mechanism of Advertiser in relation to any Advertising must be pre-approved by Publisher. Without limiting the foregoing, the approval by Publisher of any such ad server or information-collecting mechanism on Publisher Properties shall be conditioned upon Advertiser's certification that any consumer or End User Information or data gathered, obtained or derived by Advertiser in connection with the use of any such server or mechanism (i) shall be used in an anonymized form exclusively for the purpose of validating the fulfillment of the Services addressed in the particular Order to which the data relates; (ii) shall not be retained any longer than absolutely necessary for that sole purpose; and (iii) its use and collection complies with all applicable regulations, guidelines, or best practices, including those applicable to privacy and data protection, including Publisher's Privacy Policy (including compliance with opt-outs) and the terms of this Agreement. Advertiser agrees that it will cause its vendors and contractors to comply herewith.
- f. No Exclusivity.** This Agreement does not establish an exclusive relationship of any kind between Advertiser and Publisher. Advertiser acknowledges that Publisher Data, Third Party Content, and End User Information collected by Publisher (including Retained Information) may be used by Publisher, subject to Publisher's Privacy Policy, for the purpose of providing relevant advertising to End Users viewing or using Publisher Properties or third-party digital Properties, and that such relevant advertising may include advertising provided for third parties, including third parties that Advertiser might consider to be competitors.

## **SECTION 2.2 ADVERTISING-RELATED SERVICES AND FEATURES**

### **a. Tracking Mechanisms/CTNs**

- (1) **Tracking Mechanisms.** Some forms of Advertising may require or be enhanced by the use of certain types of mechanisms that are designed to collect or measure End User Information from applicable Advertising or Identifiers or related websites or applications (each a "Tracking Mechanism"). Tracking Mechanisms that may be provided by Publisher or a Supplier hereunder may include (i) a provisioned phone number provided by or on behalf of Publisher for placement and publication in Advertising (each a "Call Tracking Number" or "CTN"), that forwards callers to Advertiser's separate, primary business telephone line, (ii) customized or re-direct URLs that direct to Advertiser's website or landing page, and/or (iii) any form of tracking pixel, code, JavaScript, cookie, web beacon, bar code or similar functionality, in each case designed to collect information about third-party end users who interact with the applicable Advertising, Service or websites ("End Users"). "End User Information" means information collected, individually or collectively, with respect to one or more End Users, which may include information describing the End User (including personally-identifiable information, as defined and described in Publisher's Privacy Policy), a time stamp (i.e., the date and time of the End User's interaction with the Advertising or URL), as well as information relating to the nature and extent of an End User's interaction with the Advertising, URL or website (including the order in which any subpart of or information on the Advertising, Identifier or website was shown to such End

User, the length of any such showing, the content that was shown, any inputs made by the End User into an interactive element of the Advertising, URL or website, the value of the End User's shopping cart (if any), or other information of this type ("End User Information").

- (2) **Authorization and Use of Tracking Mechanisms.** As applicable to the Product or Service, Advertiser authorizes and gives full and unconditional permission and consent to Publisher to install, implement, use, and enable, as applicable, in any Advertising or related website or application, certain Tracking Mechanisms, and to permit Publisher to collect, use and store End User Information collected via the Tracking Mechanisms, individually or collectively, with respect to one or more End Users. Advertiser agrees to cooperate with Publisher as required to enable the Tracking Mechanisms. Any service changes to Advertiser's underlying telephone service, Internet service, URL or associated website may interfere with the functioning of the Tracking Mechanisms and related Services and reporting. If Advertiser fails to properly notify Publisher in advance of any such changes, no credits will be issued for interrupted Services or tracking. Publisher may, in its sole discretion, distribute the CTNs or URLs, as part of the Advertising, to Properties in its Advertising Network. Advertiser may not use the Tracking Mechanisms for any purpose other than publication in the Advertising or on the related website during the term of the Services.
- (3) The Tracking Mechanisms will be exclusive to Advertiser's Advertising for the term of the Advertising, but Advertiser has no rights to the CTNs, and Publisher and Suppliers shall be free to re-use or re-assign the CTNs as they see fit and without any obligation to Advertiser after the expiration or termination of the Advertising related to the CTN. Upon expiration, termination, or cancellation of Services involving CTNs or URL referrals, Publisher may redirect callers of the CTNs or visitors to the URLs to one or more forms of electronic directory, or intercept such calls or clicks and offer to connect the callers or internet users with alternate businesses of the same type, including potential or even direct competitors of Advertiser, and Advertiser agrees that Publisher shall have no liability to Advertiser in connection therewith.
- (4) **Ad Alert Feature.** Advertiser consents to the use of a Publisher-provided, complimentary announcement identifying that a call originated from a Publisher-distributed CTN to announce all calls forwarded to Advertiser, to be implemented and used in connection with any CTN at Publisher's sole discretion.
- (5) **Tracking Data and Reports.** The Tracking Mechanisms will be used to collect information from End Users visiting the website or viewing the Advertising, which information, when combined with other data collected by Publisher or a Supplier may enable Publisher or the Supplier to generate call and tracking reports (which Publisher may, in its sole discretion, provide to Advertiser) that show information concerning how many calls are made to the CTNs, how many Internet references or other End User interactions are redirected via the Tracking Mechanism, the time and nature of an End User's interaction with Advertising or a Tracking Mechanism, and any other information collected by the Tracking Mechanisms (all such data being "Retained Information"), which Advertiser acknowledges may include the Advertiser's "Customer Proprietary Network Information" or "CPNI" (as such term is defined under the U.S. Telecommunications Act of 1996 and related rules, regulations, and orders). Customer acknowledges and agrees that, except for the CPNI, all data collected using Tracking Mechanisms shall be the exclusive property of Publisher, and to the extent that Advertiser has any right, title, and/or interest in or to such data, Advertiser hereby grants to Publisher a perpetual, irrevocable, non-exclusive, royalty-free, transferable and sublicensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, sell, and display such data (in whole or in part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. Publisher grants to Advertiser a limited and revocable license to use the Retained Information subject to the Publisher's Privacy Policy and other terms provided herein.

**b. Call Recording**

- (1) Publisher offers call recording services as a feature associated with applicable products or services. The call recording services allow Advertiser to play back data recorded from incoming calls ("Call Recordings") to allow Advertiser (and Publisher, if applicable) to monitor quality, assess and improve performance of Publisher Services, provide insight for training purposes and improve customer service (the "Call Recording Services").
- (2) **Use of Call Recording Services.** Advertiser may activate and consent to activation of Call Recording Services for a CTN provided by Publisher through Publisher's Customer Portal, either via the YP for Business site, currently located behind the sign-in at [www.biz.yellowpages.com](http://www.biz.yellowpages.com) and/or the YP for Business<sup>SM</sup> app. If Call Recording Services are activated, Publisher shall provide and deploy a prerecorded message to incoming callers, which notifies callers that the call is recorded and that such caller consents to the recording by remaining on the call. Additionally, a Publisher attribution and reference to Call Recording notification will play when the Advertiser receives a call routed from a CTN with Call Recording Services activated. Advertiser agrees that it shall bear full responsibility for informing and obtaining the consent of any person who answers incoming calls on behalf of Advertiser that such calls are being recorded.
- (3) **Content of Calls; Compliance with Laws.** Advertiser is solely responsible for the content of the calls between Advertiser and incoming callers that are recorded through the Call Recording Services. Except as otherwise authorized expressly provided in writing between the parties, each party acknowledges and agrees that Publisher only serves as a passive conduit for Advertiser to utilize the Call Recording Services and Publisher shall have no obligation or liability with respect to Advertiser's use thereof. Advertiser's use of the Call Recording Services is subject to all applicable local, state, national and international laws and regulations, with which Advertiser is solely and exclusively responsible for complying. Advertiser is solely responsible for determining whether the use of the Call Recording Services is appropriate and legal in the context of Advertiser's business and use. Notwithstanding the foregoing, Publisher reserves the right to limit, in its sole discretion, the types of businesses to which Call Recording Services are offered or provided.
- (4) **HIPAA.** To the extent that Advertiser is a "covered entity" or "business associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (as codified in 45 CFR at Part 160, 162, and 164, and as such sections may be amended or supplemented from time to time) and activates Call Recording Services, Advertiser certifies that no Protected Health Information (PHI) and Electronic Protected Health Information (ePHI) (each as defined under HIPAA in 45 CFR Section 160.103) will be made available for collection by Publisher via the Call Recording Services. Advertiser acknowledges and agrees that Publisher does not intend to collect or store PHI via its Call Recording Services, and if Advertiser's activation or use of the Call Recording Services could cause Publisher to inadvertently collect or store PHI, Advertiser will not activate Call Recording Services. Advertiser is solely responsible for its use of the Call Recording Services in compliance with Advertiser's obligations under HIPAA. If Advertiser discovers or reasonably expects its use of the Call Recording Services will cause Publisher to collect PHI, Advertiser must promptly notify Publisher in writing and immediately deactivate the Call Recording Services via the Customer Portal.
- (5) **Advertiser's Obligations.** Advertiser assumes all responsibility for the Call Recording Service, including responsibility for: (a) obtaining any and all necessary consents from Advertiser's employees, contractors or any other party using the Call Recording Services on Advertiser's behalf, required by law or regulation, before proceeding to use the Call Recording Services on a call; and (b) ensuring that only authorized person(s) are given access to the Call Recording Services through the Customer Portal. Advertiser may not download, copy, store or otherwise remove the Call Recordings outside of the Call Recording Services and Customer Portal. Advertiser will retain a copy of all consents obtained by Advertiser pursuant to this Section for a period of five (5) years after



termination of the Call Recording Services and upon request, provide Publisher with a copy of the consents. Advertiser represents and warrants to Publisher that Advertiser will only use the Call Recording Service (i) for its internal business purposes and will not allow any unauthorized third party to access the Call Recording Service, and (ii) for quality assurance, customer service or training purposes. If Advertiser cannot comply with these obligations, Advertiser will immediately terminate Advertiser's use of the Call Recording Services and deactivate the Call Recording Services via the Customer Portal.

- (6) **Authorization of Publisher to Review Call Recordings.** Except with respect to HIPAA covered entities and other restricted categories, by activating and utilizing the Call Recording Services through the Customer Portal, Advertiser expressly authorizes Publisher and its representatives to access the Call Recordings for the benefit of both Advertiser and Publisher, to monitor quality assurance, improve customer service, provide improved and related Services to Advertiser and for internal training purposes.
- (7) **Sensitive Information.** The Call Recording Services are not intended for the collection and storage of social security numbers, driver's license numbers, financial account numbers, personal or confidential financial information, payment card information, PHI or ePHI (except as specifically otherwise agreed in accordance with Section (4) above), or any other similarly sensitive information ("Sensitive Information"). Advertiser may not solicit Sensitive Information from a caller when a call is being recorded pursuant to the Call Recording Services. It is Advertiser's obligation to monitor all Call Recordings for the appropriateness of the information collected and if Advertiser learns of any Sensitive Information on the Call Recording, then Advertiser must immediately cause that Sensitive Information to be deleted, and take measures to ensure that Sensitive Information will not be recorded or stored as part of the Call Recording Services.
- (8) **DISCLAIMERS.** Publisher is not responsible for the content of any call recording, has no obligation to retain copies of call recordings, and makes no representations or warranties regarding the validity or legality of the call recording services as applied to Advertiser or of any consents obtained by Advertiser. Publisher further disclaims any and all warranties, express or implied, including, without limitation, warranties as to the source, quality or volume of calls received via the Call Recording Services, or the fitness or suitability of the Call Recording Service for Advertiser's particular business.

**c. Limited Inventory Advertising.**

- (1) "**Limited Inventory**" means those Services for the placement of Advertising that is limited in availability or quantity, or which Publisher offers on a space-limited or limited inventory basis, including Print Directory "Leader Ads" and Advertising on Print Directory covers, and Internet Directory Listings sold on a limited availability basis, such as "Priority Local Listings" "Diamond Listings" and "Premier Listings" (all such Advertising placements, "Limited Inventory Advertising" or "LIA").
- (2) **LIA Contingency and Substitution.** Publisher's acceptance of any Order for LIA Services will be contingent upon the availability of such limited availability inventory. Publisher may accept more than one order for the same limited availability Inventory and, in awarding the Inventory, Publisher may consider any factors, including the rate Advertiser has agreed to pay for the limited availability Inventory. Publisher will have no obligation to award the limited availability Inventory to Advertiser, even upon renewal, and may, in Publisher's sole and absolute discretion, award it to another advertiser or discontinue its availability. If Publisher does not award the limited availability inventory to Advertiser, or is otherwise unable to provide the LIA to Advertiser after an Order including LIA is accepted, Publisher may, in its sole discretion, downgrade that portion of the applicable Order to an available substitute Advertising or Service that Publisher determines to be comparable to the requested Advertising or Service, with a corresponding downward adjustment to Advertiser's subsequent payment obligations.

**d. URLs and Identifiers**

- (1) This Section applies to any Services such as website services, search engine marketing Services, and Services that involve a re-direct URL or the use of another site-related Tracking Mechanism (collectively, "Site Services"), wherein such Site Services include or require the registration or maintenance of one or more designated Uniform Resource Locator(s) ("URLs"), domain names, or other form of identifiers (e.g., e-mail address or short code) (each, an "Identifier", and collectively, "Identifiers").
- (2) **New URLs and Identifiers.** To the extent Advertiser submits an Order for a Service which requires one or more new Identifiers, Advertiser authorizes and directs Publisher or a Supplier, as applicable, to procure and register the Identifiers for use with the appropriate Services. Publisher does not guarantee that any particular Identifiers will be available for use with the Site Services. If none of the Identifiers initially requested by Advertiser are available, Advertiser may provide alternatives. If none of the Identifiers or alternatives requested by Advertiser are available, or if Advertiser fails to provide reasonable alternatives in a timely manner, then Publisher may select the Identifiers for use with the Site Services on Advertiser's behalf. Unless otherwise set forth in the Order, as the "Registrant", Publisher (or a Supplier on behalf of Publisher) will pay any applicable registration fees associated with the procurement of any Identifiers hereunder and shall maintain full and exclusive ownership rights of any nature with respect to any such Identifiers. Advertiser will hold the Registrant of the Identifier and the issuer of the Identifier harmless for all actions taken in good faith in furtherance of Publisher's provision of the Site Services. Aside from any rights to use such Identifier in connection with the applicable Services during the term, Advertiser shall have no rights to any Identifiers procured and registered by Publisher or a Supplier. Upon termination or expiration of the Advertising or Services, the Registrant may reassign, reuse, or otherwise republish the Identifiers for any reason without notice, cause, or liability to Advertiser.
- (3) **Transfer of Existing URLs or Identifiers.** If Advertiser identifies in an Order an existing Identifier for use with Site Services, Advertiser authorizes Publisher to transfer the administration, and control of the specified Identifier to Publisher or Publisher's designee on behalf of Publisher, during the Term of the Site Services, to appear as the new technical and billing contact and the new organization and administrative (owner) contact for the Identifier, and to administer the Identifier as Publisher deems necessary in connection with the provision of the Site Services. Advertiser further authorizes Publisher Parties to take any actions that they may deem necessary to effectuate the transfers and administration envisioned by this Section. If Advertiser's Identifier is not successfully transferred for any reason, Publisher may charge additional fees for assisting Advertiser and its registrar(s) to appropriately configure and direct the Identifier for use with the Site Services.
- (4) **Administration of Identifiers.** With respect to any Identifiers that Publisher maintains or causes to be maintained on Advertiser's behalf, Advertiser authorizes Publisher to take any actions that Publisher deems necessary to administer such Identifiers in furtherance of this Agreement. Where and as necessary, Advertiser appoints Publisher as its authorized representative to act in Advertiser's name in dealing with Suppliers who may publish, administer or exercise control over the applicable Identifier (including, by way of example only, domain name/URL issuers or social media sites on which such Identifiers are hosted). Advertiser acknowledges that Publisher may include information regarding Advertiser on a Identifier, as Publisher determines in its sole discretion, to facilitate Publisher's maintenance of the Identifiers or in furtherance of this Agreement, including, without limitation, the posting of information or other content (e.g., logos, links to privacy policies, terms of service, etc.) identifying Publisher and informing End Users of Publisher's relationship to Advertiser or the Identifier. Inclusion of any such information shall be at Publisher's sole option and shall not relieve Advertiser of its obligations to monitor Identifiers and ensure such Identifiers ongoing compliance with all applicable terms of this Agreement.

- (5) **Return/Transfer of URLs and Identifiers.** Unless otherwise specified in an Order, if Advertiser is in full compliance with this Agreement upon termination of its relationship with Publisher as to any Site Service, Advertiser may submit a written request that Publisher transfer to Advertiser one or more Identifiers that were procured by Publishers and used in connection with the Services. Advertiser will be responsible for all fees, costs, and expenses associated with the transfer thereof, and will promptly complete and submit all forms and paperwork requested by Publisher for completion of the proposed termination of the Service and transfer of the Identifier(s). Any transfer of an Identifier will be conditioned upon termination and removal of all Publisher-provided products or Services that rely on or are dependent upon the Identifier and Advertiser's full payment for all amounts due in connection therewith. Advertiser acknowledges that transfer of any Identifier will not necessarily result in the transfer of all or any part of the Site Services or related content to which the Identifier relates. Site Services provided in connection with an Identifier may involve or contain content, functionality or other intellectual property or IP Rights that are separately owned by or are otherwise proprietary to Publisher or which Publisher has licensed from third parties and cannot transfer to Advertiser. Advertiser agrees that Publisher may refuse to transfer all or any part of any website or Site Services in its sole and absolute discretion, even when the Identifier associated with that Site Service is being returned or transferred to Advertiser. Transfer of any Identifier will not terminate any license which Advertiser may have granted to Publisher with respect to any Ad Materials.

**e. Proxy Services**

- (1) This Section applies to all Services that include or require the duplication of all or part of a website (the "Original Site") to an analogous Identifier controlled by a Publisher Party (the "Proxy Site", and such related services the "Proxy Services"), including, for example, proxying Advertiser's pre-existing website for use as a destination site for use with SEM Services provided by Publisher. All content from the Original Site that is duplicated as part of the Proxy Services shall be considered Ad Materials for all purposes under this Agreement.
- (2) **Authorization; Consent and License.** Advertiser authorizes and directs Publisher Parties to perform Proxy Services as necessary to provide the related Advertising Services. In furtherance of the Proxy Services, and except as otherwise specified in writing by Advertiser, Advertiser authorizes Publisher to copy, reproduce, publish, display, distribute, modify and create derivatives of as necessary, and use any and all component parts, content and information of the Original Site, including procuring a related Identifier, for the purposes of the Proxy Site, and Advertiser grants Publisher a worldwide, fully-paid license during the term to use any content from the Original Site, including a derivative of its Identifier, as necessary to perform the Proxy Services. For the avoidance of doubt, any Identifier procured for the purpose of creating a Proxy Site will itself be considered an Identifier maintained and/or administered by Publisher for purposes of this Agreement.
- (3) **Technical Issues.** Publisher's ability to perform the Proxy Services may depend upon the accessibility and technical characteristics of the Original Site and its Identifier. If Publisher determines that such Original Site or its Identifier includes technical characteristics which would interfere with or impair the performance of the Proxy Services, Publisher may refrain from performing Proxy Services with respect to that Original Site or Identifier. It is Advertiser's sole responsibility to ensure that an Original Site remains operational and accessible at all times. Publisher may suspend the Proxy Services in the event of a technical or accessibility issue with the Original Site until any issues have been resolved and, in the interim, may take such actions as Publisher may deem necessary to mitigate the impact of such suspension on the applicable Services (e.g., creating a generic destination site for use with the Services).

**f. Third Party Widgets, Tools or Applications.** This Section applies to any third-party widgets, tools, applications or related services of Suppliers ("Third Party Apps") that Publisher makes available or which Publisher otherwise enables Advertiser to utilize with other Services (e.g, widgets for inclusion in Website Services).

- (1) **Use at Advertiser's Discretion.** The use of any Publisher-offered Third Party App is entirely at the discretion of Advertiser and may be subject to additional third-party terms or conditions from Suppliers. Publisher may, from time to time, recommend certain Third Party Apps to Advertiser. The use of recommended Third Party Apps will always be at the ultimate discretion of Advertiser, provided, however, that Advertiser's failure to make use of certain recommend Third Party Apps may prevent Publisher from delivering all aspects of a particular Service and will therefore invalidate any dependent commitments Publisher may have made to Advertiser in relation thereto. For clarity, any third party application or widget not offered by Publisher will be at Publisher's sole discretion to accept or reject as a component part of any Advertising Services.
- (2) **Disclaimer.** It is Advertiser's responsibility to monitor the Services that Advertiser is receiving and to notify Publisher immediately if Advertiser has any objections or concerns with respect to any Third Party Apps. Unless otherwise expressly agreed to the contrary: (i) any interactions that Advertiser has with Third Party Apps will be exclusively between Advertiser and the applicable Supplier of such Third Party Apps; (ii) Publisher expressly disclaims responsibility with respect to the operations of the Third Party App; and (iii) Publisher has no obligation to monitor the performance of any Third Party Apps or Advertiser's use thereof. Advertiser agrees to hold Publisher harmless with respect to any matters related to Advertiser's use of Third Party Apps. Publisher reserves the right to terminate, delete, remove or modify its support of any Third Party App at any time without warning, notification or obligation to Advertiser.

**g. Action Delivery Estimates**

- (1) This Section applies to all Services in connection with which Publisher estimates the delivery of actions or level of another quantifiable component or indicator of Advertising performance, which may include clicks, calls, searches, views, visits, impressions, form fills or other interactions with Advertising by End Users (each, an "Action") or other performance metric, such as CPL, CPC, or ROI (any such estimate, a "Performance Estimate"). In each case, the Action with respect to a particular Service shall mean the particular type of Action identified in the applicable Order(s) or in the official Service description.
- (2) **Disclaimer of Performance Guarantee.** To the fullest extent permitted by law, Publisher disclaims all guarantees regarding positioning, levels, performance, quality, or timing of Actions or the availability and delivery of any Actions in relation to any Service. Although Publisher will use commercially reasonable efforts to attempt to cause to be delivered, on average, a number of Actions not less than the Performance Estimate, if any, indicated on the applicable Order for the applicable Service or Advertising, such Performance Estimates are not guarantees of any level of performance or delivery of a specified number of Actions. Where such Performance Estimate is dependent upon the inputs used to calculate it, Advertiser acknowledges and agrees that actual performance and results may vary from such estimates, resulting from factors such as changes to the inputs, circumstances, market conditions or other factors. Except as otherwise specifically set forth in writing on the Order for a particular Service, Publisher does not warrant that any particular number of Actions or level of performance will be delivered or any Performance Estimate met in any particular period of time.
- (3) **Limited Recourse for Underdelivered Minimum Action Commitment.** To the extent that a particular Service (e.g., ypClicks, ypDisplay) does explicitly provide a minimum required Action delivery commitment as set forth on the Order for such Service (a "Minimum Action Commitment"), Advertiser's sole remedy for Publisher's non-delivery of the specified number of Actions during any particular period is limited to a "makegood" as follows: any

Actions undelivered during the applicable term will be added to the Minimum Action Commitment for the subsequent period or renewal term for the applicable Service. If the term of the Service is not renewed, Publisher will use commercially reasonable efforts to fulfill the Minimum Action Commitment after the end of the applicable term for no additional cost to Advertiser or to provide another reasonably comparable makegood. Publisher may, in its sole discretion, alternatively opt to issue a pro-rata credit for any undelivered committed Actions, which credit will extinguish any further obligation on Publisher's part with respect to such Actions.

- (4) **Contested Actions.** Although Publisher will use commercially reasonable efforts to prevent the generation of unauthorized or improper Actions in relation to the Advertising and the Services, and certain Products may provide criteria that limit what is considered a billable "Action," Advertiser acknowledges and accepts the risk that third parties may nonetheless generate some Actions on Advertiser's Advertising for prohibited or improper purposes or through prohibited, improper or illegitimate means (including spiders, bots and other automated or mechanical means) ("Invalid Actions"). Advertiser's exclusive remedy, and Publisher's exclusive liability, for suspected Invalid Actions on a Service that contains a Minimum Action Commitment or a Service for which Advertiser is charged a fee per delivered Action (a "Cost-Per-Action" charge) is for Advertiser to request a reconciliation in the form of eliminating the contested Actions for purposes of satisfying the Minimum Action Commitment or, for Cost-Per-Action Products, providing a comparable makegood Action. Publisher may, in its sole discretion, alternatively opt to issue a pro-rata credit for any Actions reasonably shown to be unauthorized or improperly generated, which credit will extinguish any further obligation on Publisher's part with respect to such Actions. Any such reconciliation of contested Actions must be made within 90 days after the date of the first such Action, and the issuance of any such reconciliation shall be within Publisher's sole discretion. In the case of a Service without a Minimum Action Commitment or Cost-Per-Action billing, Advertiser may request that Publisher investigate suspected Invalid Actions at its discretion.

## **SECTION 2.3 SPECIFIC PRODUCTS AND PRODUCT TERMS**

### **a. Print Directory Advertising**

- (1) **Print Directory.** Print Directory Advertising generally refers to Services which are or which approximate traditional printed Yellow Pages directories. This Section applies to Services identified as "Print Directory" Services in the applicable Order and to all other Services for the placement of Advertising into Publisher's printed Yellow Pages (The Real Yellow Pages®), White Pages, printed coupon or other content directory, or any functional equivalent or successor medium or publication (generally, a "Print Directory", and collectively such Advertising, "Print Directory Advertising" or "PD Advertising").
- (2) **Term and Billing.** Unless otherwise specified in the Order, the term of PD Advertising will be the period from the first day of the period set forth on the cover of the applicable Print Directory until the first day of the period set forth on the cover of the next succeeding issue of that Print Directory (excluding reprints and reissues) or its successor, in the event a particular Print Directory is discontinued or merged (the "Issue Life"). Billing for PD Advertising may begin before a Print Directory is fully distributed and may continue after distribution of the next succeeding issue of a Print Directory has begun. Publisher may extend or reduce the Issue Life of a Print Directory without notice to Advertiser. If the Issue Life of a Print Directory is extended, the term of any PD Advertising in that Print Directory will likewise be automatically extended with a corresponding adjustment to the charges applicable to that PD Advertising. Advertiser will pay any additional charges associated with the extended Issue Life at the monthly rate then in effect for Advertiser for the applicable PD Advertising.
- (3) **Directories and Distribution.** The Publisher will endeavor to distribute Print Directories within the applicable geographic scope to businesses and residences which Publisher

deems likely to utilize the Print Directories and which include subscribers of Publisher's affiliated local exchange carriers and of unaffiliated telecommunications carriers with whom Publisher or its affiliates have contracted to distribute Print Directories. The Publisher's distribution efforts are subject to various opt-out requests or other restrictions, and the Publisher in its sole discretion may determine the method, scope, extent and penetration of directory distribution and delivery, including the number of directories distributed. Moreover, the Publisher in its sole discretion may determine the number of Print Directories distributed to multi-tenant facilities and businesses. Further distribution of the PD Advertising is at the Publisher's sole discretion. The method of distribution will be as the Publisher deems appropriate and may include public or private mail carrier, or distribution racks, stands or kiosks. Business-to-Business Directories (where offered) are generally distributed only to business telephone customers. The Publisher may change the distribution scope, method, or characteristics of a Print Directory without notice or obligation (on the part of Publisher) to Advertiser. Publisher may position PD Advertising in a Print Directory in any location, in any sequence, and in association with any headings or keyword the Publisher deems appropriate unless otherwise specifically noted in the applicable Order. In addition, the Publisher may make changes to Print Directories (including with respect to content, layout, format, medium, scope, coverage area, and number of copies printed, including reprints for additional distributions) without notice or obligation (on the part of Publisher) to Advertiser.

- (4) **Disclaimer.** Unless otherwise expressly provided in the applicable Order, PD Advertising does not include any commitment with respect to a certain level of impressions, copy counts, distribution, traffic or any other metric associated with performance or fulfillment. Except as otherwise expressly provided in the applicable Order, both Print Media and YP disclaim any representation or obligation aside from the placement of the Advertising into the Print Directory identified in the Order. PUBLISHER DOES NOT WARRANT THE NUMBER, MAKE UP OR PERCENTAGES OF RESIDENCES OR BUSINESSES THAT WILL RECEIVE OR USE A DIRECTORY. PUBLISHER MAKES NO WARRANTY REGARDING THE MANNER, METHOD OR TIMING OF DISTRIBUTION.
- (5) **Advertising Sold in Conjunction with PD Advertising.** For purposes of this Agreement, the sale of any Services in conjunction with or on the same Order as PD Advertising shall be considered a Bundle, whether or not such PD Advertising and the other Services were expressly identified as a Bundle or Comprehensive Advertising Plan on the applicable Order.

**b. Internet Directory Listings (ypLocalAds<sup>SM</sup>)**

- (1) This Section applies to Services identified as providing online directory "Listings" or related Services (such as ypLocalAds<sup>SM</sup>) in the applicable Order or Services documentation and to all other services for the placement of listings-based Advertising onto the search results pages of yellowpages.com, yp.com, m.yp.com, the YP<sup>SM</sup> App or any other internet, mobile or digital local search-type service or Network Property upon which Publisher determines to place the Advertising.
- (2) **Listings.** Internet Directory Listings are generally placed in Publisher's databases and displayed to End Users based upon the business category and geography for which each such listing may be shown in response to an End User search query on the applicable Properties. Publisher may change the organization, structure, content, appearance, geographic scope, functionality, and other characteristics of Internet Directory Listings without notice or obligation to Advertiser. Publisher may position Advertising on Publisher or Network Properties in any location, in any sequence, and in association with any headings, categories or keyword Publisher deems appropriate, unless otherwise specifically noted in the applicable Order.
- (3) Internet Directory Listings may be charged on either a periodic subscription or Cost-Per-Action basis, as specified for the particular Product or in the applicable Order. Unless

otherwise specified in the Order, Cost-Per-Action charges shall be billed monthly in arrears as a variable amount based on the number of such Actions delivered during the previous month. Unless an Order contains a cap or limit on the number of billable Actions during a period, Advertiser agrees to pay for any and all billable Actions delivered in any given month at the contracted Cost-Per-Action rate, subject to the provisions of Section 2.2(g)(4).

- (4) **Limited Inventory.** Internet Directory Listings Services may include limited inventory items, which Services will be subject to the provisions applicable to LIA Services contained elsewhere in these Product Terms

**c. Search Engine Marketing**

- (1) This Section applies to all Internet search-engine-based Services that Advertiser has authorized (other than SEO Services), including Publisher's current ypConnect<sup>SM</sup>, ypSearch<sup>SM</sup>, and ypClicks<sup>SM</sup> Services (or those products' functional equivalents in the event of a name change or product reclassification) ("SEM Services"). Some SEM Services may be subject to additional terms and conditions.
- (2) **Description of Services.** Publisher or its Supplier will provide certain Internet search-based advertising services designed to place Advertising on search engines on behalf of Advertiser and deliver to Advertiser certain estimated Actions related to that Advertising. The SEM Services generally include tracking of search engine marketing activity related to such Services (which tracking generally requires the creation of SEM destination sites or the implementation of Proxy Services). Unless otherwise agreed to the contrary in writing, Publisher may take actions to optimize the SEM Services, including adding or removing keywords based on the Targeting Information provided by Advertiser. Unless otherwise specified in the Order, SEM Services are flat monthly subscription services with a fixed monthly budget, with which Publisher will endeavor to deliver toward an Actions estimate or commitment, as applicable, each month. For ypClicks, the metric for delivered Actions is "clicks" on an Advertiser's ad, and Publisher will make commercially reasonable efforts to deliver the specified Minimum Action Commitment of monthly clicks or equivalent makegoods. Unless expressly provided for on the applicable Order, ypConnect, ypSearch, and ypSearchPro will not include any form of Minimum Action Commitment; rather, Publisher will continue to perform SEM Services until the earlier of the delivery of the estimated number of Actions or the exhaustion of the applicable portion of the monthly budget designated for the media spend. For all SEM Services, Publisher will charge a fee for such Services over and above the cost of media purchased to deliver the designated Actions to Advertiser. The amount of this fee may vary and is included in Advertiser's monthly budget amount.
- (3) **Performance of SEM Services and Reporting.** From time to time, Actions may originate from sites which are potentially objectionable to Advertiser. All placements on any site in furtherance of the performance of the SEM Services will conclusively be deemed to have been approved by Advertiser. Publisher will make available to Advertiser periodic reports regarding performance of SEM Services. Publisher will use commercially reasonable efforts to accommodate reasonable changes to the performance of the SEM Services, provided that: (i) Advertiser has provided adequate notice, (ii) Advertiser has agreed to compensate Publisher for any undue expense Publisher may incur as part of the accommodation; and (iii) such accommodations will not disrupt or interfere with the delivery of any Minimum Action Commitment, as applicable. Notwithstanding the foregoing, Advertiser remains responsible for all charges.
- (4) **Premium Search Engine Engagement.** Advertiser acknowledges that the SEM Services include certain search media buying services performed by Publisher on Advertiser's behalf and normally include the purchase of search media from a variety of sources or Suppliers. Advertiser authorizes and directs Publisher to participate in the Google AdWords program, the Yahoo Gemini Advertising program and the Bing Ads program (or such other

equivalent search engine programs) as well as the ypSearch Marketplace<sup>SM</sup> (“YPSM”) on Advertiser’s behalf, subject to the following additional terms: **Supplier Terms.** Notwithstanding the fact that Publisher will be managing the SEM Services on Advertiser’s behalf, Advertiser acknowledges and accepts the terms, conditions, and administrative limits of each applicable search engine Supplier (e.g., for Google, the AdWords Program: <http://support.google.com/adwords/?hl=en>, including Google’s Privacy Policy, Terms of Service and AdWords Advertising Policies linked therefrom; for YPSM, the YPSM Terms (<https://ypsearchmarketplace.com/cm/help/ypsmTerms.html>) and Policies (<https://ypsearchmarketplace.com/cm/help/policies.html>)), with respect to any SEM Services provided hereunder. Upon reasonable written request received from Advertiser, Publisher will use commercially reasonable efforts to promptly provide Advertiser with customer IDs for Google AdWords account(s). For more information on working with a third party (Publisher) to manage your Google AdWords campaigns, please see Google’s guide here: <http://www.google.com/adwords/thirdpartypartners/>.

- (5) **Campaign Administration Authorization.** Publisher and Advertiser will collaborate in good faith to develop keyword campaigns for the SEM Services; provided, however that Advertiser will retain ultimate responsibility for approving the campaign and the keywords and other targeting parameters that will be incorporated therein. Within the overall scope of the agreed-upon campaign, Advertiser hereby authorizes Publisher to manage the administration of all SEM Services in its sole and absolute discretion, subject only to its obligation to limit its search media purchases to Advertiser’s fixed monthly budget amount less services and other fees.

**d. Pay Per Call Services**

- (1) **Generally.** Publisher will arrange for CTNs for placement in Pay-Per-Call (“PPC”) related Advertising and Advertiser will pay Publisher on a per-call basis for Qualified Calls (as defined in the Chargeability Guidelines, referenced below) resulting from the Advertising.
- (2) **Publisher Responsibilities.** Publisher will procure a CTN and arrange for the forwarding of calls placed to the PPC CTN(s) to the business telephone line(s) designated by Advertiser for the PPC Service. Publisher may publish or distribute the PPC CTNs and their related Advertising on any Properties and in any other location, media, or Network Properties in its sole Discretion. Publisher reserves the right, in its sole discretion, to distribute the PPC CTNs through non-traditional forms of directory-assistance-type services, or other forms of voice-enabled or otherwise accessible electronic or digital listing, directory, or directory-like services. (Although Publisher does not generally place PPC CTNs on standard directory assistance services, Advertiser acknowledges that PPC CTNs obtained by third parties may be made available on such directory assistance services).
- (3) **Advertiser Responsibilities.** Advertiser will ensure that all calls to the CTNs for PPC are answered in a manner consistent with the terms hereof, including that Advertiser will ensure that any answering systems, answering services, or other systems, services, or methods that Advertiser uses in connection with answering calls to the PPC CTNs will never include elements which could reasonably be expected to screen callers, to direct callers to contact Advertiser by some other means, or to otherwise result in Advertiser avoiding any payment obligation to Publisher for Qualified Calls other than through the legitimate application of the applicable chargeability guidelines. It is Advertiser’s sole and exclusive responsibility to maintain the telephone number(s) and underlying telephone service(s) that Advertiser designates to Publisher for use with the PPC Services.
- (4) **Chargeability Guidelines.** Advertiser will pay the price per call specified in the applicable Order (the “Price Per Call”) for every Qualified Call. Except as otherwise specified, the Price Per Call shall be in addition to any subscription amounts applicable to the PPC Services. Publisher’s Chargeability Guidelines can be accessed at [http://paypercall.yp.com/documents/Help/Popup/Popup\\_ChargedCallRules.asp](http://paypercall.yp.com/documents/Help/Popup/Popup_ChargedCallRules.asp). Advertiser acknowledges and agrees that the Price Per Call is charged for Qualified Calls



meeting Publisher's Chargeability Guidelines, regardless of the nature of the calls or Advertiser's ability to convert the calls into sales. Any dispute with respect to the legitimacy or chargeability of any particular call must be brought promptly by Advertiser (but under no circumstances later than ninety (90) days from the date of such call) or it shall be deemed to have been waived by Advertiser.

- (5) **Billing.** Call tracking reports prepared by Publisher or Suppliers shall be the only and definitive measure of the number of Qualified Calls and shall determine Advertiser's related payment obligations for PPC Services under this Agreement. No other measurements or usage statistics from any source shall be accepted by Publisher. Unless otherwise expressly agreed to in writing by Publisher, (a) THERE IS NO CEILING OR OTHER LIMITATION UPON THE NUMBER OF QUALIFIED CALLS FOR WHICH AN ADVERTISER MAY BE CHARGED in a particular billing period; and (b) Publisher and Suppliers shall not be liable for any invalid or fraudulent call activity or any activity of any caller in connection with PPC Services, whether or not such activity results in a billable call.
- (6) **Re-Direction of Calls After Termination.** In the event of any discontinuance with respect to one or more PPC CTNs, Publisher may re-direct incoming callers to one or more forms of electronic directory, which directory may offer to connect callers with alternate service providers, including potential or even direct competitors of Advertiser. Advertiser agrees that Publisher shall be free to re-direct calls from any discontinued PPC CTN as it sees fit and that Publisher shall have no liability to Advertiser in connection with any discontinuance or call re-direction.

**e. Display Advertising – Online and Mobile.**

- (1) Unless otherwise agreed between Advertiser and Publisher, this Section applies to all display ad Services, including Publisher's current ypDisplay<sup>SM</sup> Online, ypDisplay<sup>SM</sup> Mobile, Enhanced Mobile Targeting display advertising, Social Ads (or their functional equivalents in the event of a name change or product reclassification) as well as other display-based services which Publisher may offer from time to time (collectively, the "Display Services").
- (2) **Display Services Characteristics; Warranty Disclaimer.** Unless otherwise expressly provided for in the applicable Order(s): (i) the Display Services shall consist of the placement of a banner ad, rich-media ad or comparable display Advertising on a particular Property or through a network or platform selected by Publisher or through Publisher, for the number of impressions set forth in the Minimum Action Commitment, if any, on the applicable Order; (ii) with respect to Display Services, any Minimum Action Commitment shall be for the delivery of impressions, unless Publisher agrees otherwise; (iii) Publisher may change the medium, venue, or Supplier used to display Advertising pursuant to the Display Services from time to time in its sole discretion and without notice to Advertiser; (iv) unless otherwise specified in an Order, any Display Services will be deemed to be a "run-of-site" banner advertising campaign, to be distributed by Publisher at its discretion across various platforms. Except as expressly set forth on the applicable Order, Publisher disclaims any representation or warranty with respect to the nature, quality, convertibility, or fitness or suitability for a particular purpose with respect to the Actions which Display Services may generate. Publisher will use commercially reasonable efforts to comply with any agreed-upon reporting, placement, positioning, adjacency, pacing and delivery schedule requirements set forth in an Order applicable to Display Services, subject to the limitations of the media, platform or carrier.
- (3) **Regulations / Authorization for Social Account Access / Authorization for Format Change.** Advertiser acknowledges that any Display Services shall be subject to any regulations, specifications and standards applicable to any system over which it is distributed, including those of the carrier of such system, in addition to the applicable specifications and standards of Publisher or Network Property publishers, as applicable. All placements on any media or Network Property in the performance of the Display Services shall conclusively be deemed to have been approved by Advertiser. Advertiser

hereby grant(s) or agrees to grant all necessary consent and authorization in furtherance thereof, and agrees to cooperate with Publisher as necessary to enable Publisher to provide the Display Services, including, for advertising on social media sites, granting Publisher the necessary social media page or account authorization necessary to manage and serve the Ad campaign. Advertiser shall be solely responsible for the use of any approved Targeting Information or the selection or approval of audience segments for the purpose of targeting in relation to a Display ad campaign. Advertiser acknowledges that effective delivery of in-app or Mobile display Advertising to a broad range of mobile enabled devices or platforms may require that Advertising be resized, reformatted, use different compression methods or parameters or be subject to similar changes prior to or as part of distribution and, unless otherwise agreed to in writing, Advertiser authorizes Publisher to make such changes without notice or further consultation with Advertiser.

**f. Direct Marketing Services.**

- (1) **Nature of Direct Marketing Services.** The “Direct Marketing” category generally refers to Services (such as ypDirect<sup>SM</sup> Pro) that are related to the direct mail marketing and/or direct response form of advertising designed to allow Advertiser to communicate directly to a consumer via a particular specified medium, such as postcards and mailers, emails, and text messaging. Unless otherwise expressly provided in the applicable Order, Direct Marketing is tied to the distribution by Publisher or its Supplier of a specified number of messages via the agreed upon medium and shall have no other metric for measurement of performance.

As a condition to Advertiser’s receipt of any Direct Marketing Services, Advertiser acknowledges and agrees that: (i) all content contained in communications sent via Direct Marketing Services shall be Ad Materials for purposes of this Agreement; and (ii) Publisher reserves to the Publisher Parties the right to record the date, time, recipient address and/or contact information and content of all Direct Marketing Advertising sent for any purpose.

To the extent Advertiser provides Publisher with a mailing list to which to direct or target the Direct Marketing Services, Advertiser represents and warrants that it has all necessary rights to send marketing to the addresses on such mailing list in the medium or format selected for its Direct Marketing Services and agrees to provide Publisher with any information as to opt-outs or unsubscribe requests pertaining to the addresses or names on its provided mailing list. Publisher expressly disclaims any liability for the provision of marketing via mail or email to any name or address on a mailing list provided by Advertiser to Publisher.

Publisher reserves the right, in its sole discretion, not to offer Direct Marketing Services to certain types or categories of businesses.

- (2) **Scheduled Mailer Services.** Pursuant to the applicable Order, Publisher will arrange, either directly or via a Supplier of Publisher’s choice, to produce and/or mail via U.S. Mail or the Internet, the printed mailers or email marketing purchased by Advertiser in the Order, at the prices and in the quantities and timeframes prescribed. Advertiser agrees to cooperate with Publisher regarding fulfillment of the Order, and will timely provide all information, including but not necessarily limited to any mailing list specifications, targeting parameters, and Ad Materials needed to fulfill the Advertising as requested by Publisher. If the necessary information is not provided as requested, Publisher may in its sole discretion cancel the Order or postpone mailing or production of the Advertising to a later date without liability to Advertiser. Advertiser expressly consents to Publisher providing its Supplier, if any, with all information necessary for fulfillment and other relevant information regarding Advertiser. Although Publisher will make a commercially reasonable effort to send and deliver the Advertising within the time frame prescribed, the delivery time is not guaranteed. All matters related to mail delivery are solely between Advertiser and the United States Post Office. Publisher disclaims any and all liability for the effect of any late delivery on Advertiser’s Advertising.

**g. Presence**

- (1) Generally, "Presence Services" involve Publisher's assessment of the consistency of the presentation of Advertiser's business listing information across Publisher and third-party websites, Internet directories and search engines. As applicable, for certain levels of Presence Services, Advertiser authorizes Publisher and/or Suppliers to (1) submit the most accurate and complete version of Advertiser's business listing information to other publishers of third-party Internet sites to attempt to synchronize Advertiser's business information across those sites; and (2) set up or administer listings or web pages for the Advertiser on certain specified third-party sites. For the purpose of fulfilling the Presence Services, Advertiser grants to Publisher, Suppliers and any other publisher of a third-party site to which Advertiser's business listing information is submitted, a non-exclusive, unlimited, perpetual, irrevocable right and license to publish and syndicate such business listing information in connection with Advertiser. Advertiser acknowledges that the effectiveness of such Presence Services depends upon Advertiser providing Publisher with the correct business data and information required for fulfillment and Advertiser agrees to provide the correct information and to sufficiently participate in the validation process required by certain sites (which may require Publisher or a Supplier to contact Advertiser) in order to give Publisher or its Suppliers the necessary access to Advertiser's listing or page on that site. Publisher's ability (with Advertiser's active assistance and authorization) to either establish claim of Advertiser's existing listing on a third-party site or validate the listing through the means required by the site, is a condition precedent for Publisher's obligations to provide Presence Services with respect to that site.
- (2) Certain Presence Services are designed to allow Advertiser to monitor and/or request correction of identifiable inconsistencies between listing information provided by Advertiser for use on yp.com and similar listing information on third-party sites, through the use of a Publisher-provided Interface or dashboard (the "Presence Dashboard"). Such Interface, for certain levels of Presence Services, may also permit Advertiser to monitor social media activity related to Advertiser and reviews of Advertiser's business across certain third-party sites and services. With regard to the Presence Dashboard, Advertiser acknowledges that such Third-Party Content is provided for informational purposes only and agrees to abide by the terms applicable to Interfaces set forth herein. Where appropriate, Publisher will endeavor to update information reported on the Presence Dashboard on a timely basis, but shall not be liable for any delay or inaccuracies related to such updates or reported statuses.
- (3) Advertiser acknowledges and agrees that Publisher cannot guarantee publication results for any site other than for specific websites or engines ("Premium Sites") for which verification has been completed. Publisher will submit changes to establish or update listings to other sites, acceptance of any listing information or updates will be at the final discretion of the third-party sites to which the information and/or the request is submitted.
- (4) Advertiser acknowledges that during the term of the Presence Services that relate to Premium Sites: (A) Publisher will be an authorized administrator of Advertiser's presences on the Premium Sites until such time as Advertiser causes Publisher to relinquish that status; (B) Publisher has no obligation with respect to maintenance, look and feel, updating, accuracy, etc. of Advertiser's presence on the Premium Sites except as requested by Advertiser as part of the Presence Services; (C) Advertiser retains sole responsibility for the contents and upkeep of its presence on the Premium Sites and agrees to hold Publisher harmless with respect thereto. Upon termination of the Presence Services, Advertiser may request transfer of any credentials that have been established by Publisher on behalf of Advertiser on any of the Premium Sites, to be furnished by Publisher within 30 days of Advertiser submitting a formal request to Publisher's Customer Service.
- (5) The list of all sites supported by the Presence Services is subject to change at any time and at Publisher's sole discretion. Advertiser agrees and acknowledges that Publisher, and its affiliates and vendors, may modify, adapt, reformat, and otherwise alter or make

use of Advertiser Information in such manner as may be required to conform Advertiser Information to standards, protocols, formats and requirements related to the Premium Sites and any other site or service which Publisher accesses or to which Publisher submits information in furtherance of the services described herein. Advertiser agrees and acknowledges that Publisher, and its affiliates and vendors, are licensed to transmit or distribute the Advertiser Information in all formats and mediums over various networks for the purposes of the Presence Services.

- (6) Some of the websites Advertiser may link to or otherwise access from the Presence Dashboard are owned and operated by third parties. It is Advertiser's responsibility to monitor when it has accessed a link to a website that is not part of the Publisher Properties (collectively, the "Third Party Site(s)") and Publisher does not undertake any obligation to expressly notify Advertiser (via a pop-up, interstitial display or otherwise) when Advertiser is accessing or linking to a Third Party Site that is not part of the Publisher Interface. Advertiser's activity on such Third Party Sites is governed by the terms of use and privacy policy of such Third Party Site, and such Site's content, business practices, terms and policies are not under Publisher's control. Publisher expressly disclaims responsibility for (a) the content, information, date or other material appearing on, or accessible through, any Third Party Site, (b) the performance or operation of any Third Party Site (including, without limitation, any transactions initiated or conducted through any Third Party Site, any taxes associated therewith and any use by third parties of user credit card information), (c) any products or services advertised or sold on or through any Third Party Site (including, without limitation, the quality, safety and legality of such products or services or the sale thereof), or (d) the sellers of any products or services advertised or sold on or through any Third Party Site. Publisher shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with Advertiser's use of Third Party Sites or Advertiser's reliance on any content, goods or services, available on or through any Third Party Site. The inclusion of a link to a Third Party Site on the Presence Dashboard does not imply any endorsement by or any affiliation with Publisher.

#### **h. Website Services.**

- (1) This Section applies to all website-related Services, including Publisher's ypWebsite Starter, ypEssentials Starter, ypWebsite Plus, ypWebsite Pro, and SEO Pro products (or those products' functional equivalents in the event of a name change or product reclassification) ("Website Services", and the resulting website, for purposes of this Section 2.3(i), the "Website").
- (2) **Website Design.** Subject to the terms of this Agreement and only in furtherance of the Website Services that Advertiser has purchased, Publisher grants to Advertiser a personal, non-transferable, revocable, non-exclusive, non-sublicensable, limited license to use the Website design and layout as created by Publisher, solely on the Website, for the term of Advertiser's Website Services. The Website and any derivative works may only be operated, hosted, and edited using the Interface and platform which Publisher makes available. Except as expressly permitted by the limited license in this Section, Advertiser shall not, directly or indirectly, use the Website design or layout or any derivative work or images provided by Publisher for use on the Website for any purpose other than in relation to the applicable Services, nor disable or circumvent any access control or related device, process, or procedure established with respect to the Website. Additional assistance provided by Publisher with respect to the design and implementation of the Website shall vary depending on the level of Website Services purchased, as identified on the applicable Order.
- (3) **Website Content.** The content provided by or collected on behalf of Advertiser for fulfillment of the Website Services will constitute Ad Materials for all purposes under this Agreement. If Advertiser does not timely submit or provide Ad Materials for Publisher's use in creating the Website, Publisher may, at its sole discretion and without further notice to Advertiser, publish a Website for Advertiser using information available to Publisher,

including placeholder components and/or text that are not unique to Advertiser, or may fulfill Advertiser's Order without certain features normally included in the level of Website Service ordered by Advertiser, until such time as the required Ad Materials are provided by Advertiser. In such event, Publisher will have no liability to Advertiser with respect to such modified Service and there will be no adjustment to the rate Advertiser will be charged for the Website Service. To the extent Advertiser does not respond to requests to review and approve the finished design or implementation of the Website, Advertiser expressly waives any right it might otherwise have to inspect or approve any portion or component part of the Website prior to its publication by Publisher. Advertiser's Website may include certain images that Publisher has licensed from a third party for use in Advertiser's Website during the term of its Website Services, but Advertiser shall have no rights to use such images outside of the context or term of the Website Services.

- (4) **Mobile Responsive Design.** Advertiser's Website Services shall be created by Publisher using mobile responsive design, so that the appearance and navigation of the finished Website shall be optimal for the platform and device in which it is viewed. Certain legacy Website Services or products previously available from Publisher may have been designed with a separate mobile website, having a separate mobile URL, which mobile website proxies but does not duplicate identically every element of the online website, and for such products, both the web and mobile versions of the Website are included in the Website Services.
- (5) **SEO Services.** Search Engine Optimization, or SEO, refers to products or components of Website Services that are designed primarily to improve the accessibility to and treatment by search engine algorithms of websites by leveraging on-page and/or off-page optimization tactics (collectively, "SEO Services"). SEO Services may include a combination of on-page content and technical coding work, as well as "off-site" search engine optimization efforts, including creation and publication of articles and blogs for publication on third-party sites and services that mention Advertiser or link to Advertiser's site. Unless specified in the Order or other product documentation, the particular types of SEO Services provided by Publisher for a particular Advertiser shall be at Publisher's sole discretion. Advertiser acknowledges and agrees that the success of any SEO Service is ultimately dependent upon the algorithms of the third-party search engines, which algorithms are not known to Publisher and may be changed at any time by such search engines without notice. Accordingly, Publisher does not guarantee, and hereby expressly disclaims any specific resulting ranking, placement, or any other metric associated with performance.

**i. Video/Digital Multimedia Services.**

- (1) This Section applies to all digital video, virtual tour, slideshow, audio, animation, rich media, or other form of multimedia Services that Advertiser has authorized or ordered (such services, the "Multimedia Services" and any resulting product, the "Multimedia Advertising"). Advertiser acknowledges that certain Multimedia Services must be purchased in conjunction with another Service that involves publication of a business listing or Ad on the Publisher Site(s), in order to provide an Internet location on which the resulting Multimedia Advertising may be published. Publisher may also publish or distribute the Multimedia Advertising on or to third-party and social media sites or platforms, at its sole discretion or as provided in the Order, either on a standalone basis or integrated as part of the Advertising.
- (2) **Location Shoot.** As a condition to Advertiser's purchase of any Multimedia Services which involve Publisher directly or indirectly collecting raw video, audio, photographs, other audio/visual content from or on behalf of Advertiser at Advertiser's business location or another location mutually agreed by Advertiser and Publisher (a "Location Shoot"), Advertiser acknowledges and agrees that Publisher's ability to fulfill such Multimedia Services order depends on Advertiser's cooperation in making itself and its business location available for such Location Shoot, including scheduling and keeping any

appointment with Publisher or its Supplier for the Location Shoot, and securing any reservation of a remote location or any necessary permits or licenses for the Location Shoot. Further, Advertiser shall ensure that any and all location releases required by Publisher are executed prior to the commencement of any Location Shoot.

- (3) **Location Condition.** Advertiser shall be solely responsible for the condition and appearance of the premises during such Location Shoot, and hereby releases Publisher from any claims regarding the appearance or depiction of Advertiser's business location in the Multimedia Advertising. Advertiser represents and warrants that it has and shall maintain the requisite insurance on its premises to cover any injuries caused by the condition of the premises during the Location Shoot.
- (4) **Appearances.** Advertiser shall be ultimately responsible for providing the people, if any, (including without limitation any employees, customers or others) who may appear or be heard in the Multimedia Advertising, and securing from them any consents, releases, or waivers that may be required. Advertiser shall also be responsible for any additional costs or expenses associated with the appearances of such people in the Multimedia Advertising, including appearance fees, if any.
- (5) **Editing of Multimedia Advertising.** Except with respect to Advertiser's limited right to request changes prior to publication, Advertiser shall have no ongoing editorial rights with regard to the Multimedia Advertising. The availability of services to provide any additional requested changes to the Multimedia Advertising during the term shall be at Publisher's discretion and, if available, may require the payment of additional fees by Advertiser.
- (6) **Advertiser's Cooperation.** Advertiser also acknowledges and agrees that Publisher shall not be liable for any failure by Publisher to complete the Multimedia Services based on Advertiser's failure for any reason to diligently pursue and participate in the completion of the Location Shoot or the approval of the Multimedia Advertising. To the extent Advertiser does not respond to requests to review and approve the completed Multimedia Advertising, Advertiser expressly waives any right it might otherwise have to inspect or approve any portion of the Multimedia Advertising prior to its publication.

**j. Bundles/Comprehensive Advertising Plans/Complimentary Services.**

- (1) This Section applies to Bundles and Comprehensive Advertising Plans and the Services provided thereunder, as well as any Supplemental Advertising that Publisher may provide to Advertiser that may not be separately identified or itemized on an Order.
- (2) **Bundles.** Publisher may choose to offer certain Advertising and Services as a Bundle (as such term is defined in the General Terms), and to the extent applicable, these terms will apply with respect to any Bundle sold.
  - (A) **Bundle Availability & Pricing.** Advertiser acknowledges and agrees that Publisher may discontinue any Bundle at any time, and that Publisher shall also have the right to bill Advertiser separately for any Services comprising a Bundle at its sole discretion. Notwithstanding any amounts or values shown on an invoice for individual Services or Advertising that are part of a Bundle, the price of the Bundle and all Advertising and Services included therein will be as set forth in the Order, except in the event that Advertiser cancels or terminates any component part of a Bundle.
  - (B) **Term of Bundles Generally.** Notwithstanding Section 3 of the General Terms, the term of any Bundle sold (and each Service included therein) will be the same as the longest term for a Service included therein. Where the term of a Service included in a Bundle is extended, the term of the other Services included in such Bundle may also be extended.
  - (C) **Term of Bundles Including PD Advertising.** Notwithstanding Section 3 of the General Terms and except as otherwise specified in the Order, the term of any

Bundle sold (and each Service included therein) that includes PD Advertising will be the same as the applicable PD Advertising. If a Bundle includes more than one PD Advertising Service or product with different term lengths, the term of all Services included in such Bundle will commence upon the commencement of the earliest PD Advertising Service term and be co-terminus with the last PD Advertising Service to expire. Where the term of PD Advertising included in a Bundle is extended, the term of all other Services included in such Bundle may also be extended.

(3) **Comprehensive Advertising Plan and Advertiser's Participation.** At Publisher's sole discretion and with notice to Advertiser, Publisher may institute and provide a Comprehensive Advertising Plan of included CAP Services and Supplemental Advertising, in addition to other products and services set forth in any Order. In such event, Advertiser hereby: (A) authorizes Publisher's (and its designee(s)) to make all decisions with respect to which and to what extent particular CAP Services are included in the Plan, which mix of CAP Services may be altered from time to time at Publisher's sole discretion; (B) agrees to actively participate in all planning with respect to the Plan and the CAP Services; and (C) agrees to provide all necessary support in the form of information, data, Ad Materials, releases, etc. which Publisher may deem necessary in connection with either the Plan or the CAP Services.

(a) Notwithstanding the fact that Advertiser is hereby authorizing Publisher to make certain decisions with respect to the Plan and the CAP Services, Advertiser acknowledges and agrees that Advertiser remains solely responsible for all of the representations, warranties and obligations of the Advertiser set forth in this Agreement, including the obligation to ensure that all Advertising is true and accurate, and for payment of all agreed-upon sums for Advertising Services purchased under this Agreement.

(b) Although there is no additional charge for participation in the Plan or for the CAP Services, Advertiser acknowledges that it will be receiving good and valuable consideration for the grants, licenses and agreements envisioned herein and in this Agreement, in the form of promotional and marketing value associated with the publication and distribution of Advertising as part of the CAP Services.

(c) **Advertiser's Waiver.** Although Advertiser is expected to cooperate in the development of any Plan by Publisher, any Plan shall be the sole property of Publisher and Advertiser expressly waives any rights, title or interest it may have in any Plan.

**k. Beta or Trial Services.**

Publisher may from time to time, and in its sole discretion, offer certain Services on a trial basis or as closed or open beta services for the purpose of testing and evaluation ("**Beta Services**"). Advertiser agrees that Publisher shall have sole authority and discretion to determine the period of time, eligibility and participation for testing and evaluation of Beta Services and that such Beta Services may require the agreement to separate or additional Beta Services or Trial terms and conditions. Publisher reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services without notice or obligation to Advertiser. Advertiser acknowledges and agrees that (1) Beta Services may contain defects and errors and Publisher makes no representation or warranty that the Beta Services will meet Advertiser's requirements, or that its use or operation will be uninterrupted or error free; (2) the Beta Services are not commercially released and that Publisher is under no obligation to make the Beta Services available for use or licensing at any time in the future; and (3) Publisher shall not be required to provide any maintenance, support, or other obligations related to the Beta Services.