

## Thryv<sup>SM</sup> SEO Service Terms and Conditions

If you have ordered SEO Services (as defined below) with Thryv, you agree to the Thryv<sup>SM</sup> Terms and Conditions and to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Thryv Terms and Conditions.

1. Term. The term of the SEO Service will align with your Thryv Subscription Period.
2. Service. “**SEO Service**” means our search engine optimization product that provides services to increase the potential for your business to be found online and ranked higher in organic search engine results. **Actual services provided depend on the SEO package ordered.** Services may include:
  - Keyword Research
  - YTD Value Report
  - Google Analytics Training
  - Monthly Reporting Call
  - Dedicated Account Manager
  - Custom Account Manager
  - Custom Monthly Report
  - Target Page(s)
  - Onsite Optimizations Recommendations and Implementations per Target Page
  - Google Analytics Creation and Implementation
  - Thin Content/Duplicate Content/ Audit
  - Content Creation & Implementation
  - Google Webmasters Tools Creation and Installation
  - Page Creation
  - Sitemap Creation and Installation
  - Robots.txt File Creation and Installation
  - Onsite Blog Creation and Implementation
  - Preliminary Audit
  - Road Map Creation
  - Monthly Report Creation
  - Click Behavior Tracking Creation and Installation
  - 301 Redirect Implementation (For Internal Pages)
  - Google Authorship Creation
  - Broken Links Correction
  - Social Bookmarking
  - Directories (Excluding Yext)
  - Keyword Link Building
  - Removal of Toxic Links
  - Blogs
  - Articles
  - Offsite Content Marketing

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

If you purchase Thryv SEO with MBG and keep such product active for six (6) months starting from the publication date of your new website (the “**Guarantee Period**”), the SEO MBG Program shall apply as follows. If you purchase the SEO MBG Program and we are unable to place 50% of your Active Keywords on page one of Google’s search engine at least once within the first 6 months of the Guarantee Period, you have the right to request a refund of monies paid for the SEO Service for the up to 6 months of the Guarantee Period under this program. Keywords are defined as words entered by Google users in its search dialogue box. To qualify for a refund under the SEO MBG Program, the following conditions must be met:

- Your SEO MBG Program Monthly Budget is at least the recommended package level presented by your Business Advisor or Thryv Service Specialist, and may require a minimum dollar commitment;
- The SEO MBG Program is not cancelled or suspended during the Guarantee Period;
- Your SEO MBG Program is purchased in conjunction with a Thryv Professional or Thryv Unlimited Product. In addition, Thryv Professional or Thryv Unlimited must remain active and run concurrently with the SEO MBG Program throughout the full Guarantee Period;

- You must participate by remaining engaged via phone or email during regular scheduled monthly meetings throughout the Guarantee Period in accordance with Section 5 below.

Performance of your Active Keywords is based only on Google's DESKTOP VERSION of its search engine. Active Keywords are those Keywords that are selected by you and approved by us that are associated with your website and used to find your website in a Google search. If we are unable to reach you to schedule the onboarding call within ten (10) days of your SEO MGB Program launching, or within ten (10) days of our communicated suggestion to you that modification of the Active Keywords is needed and/or recommended, you understand and agree that we may change your Active Keywords at our discretion.

If at any time your SEO MBG Program transitions into a suspended status, the MBG part of your SEO Program will automatically be canceled. Additionally, if you cancel your Thryv Subscription or downgrade it below Thryv Professional during the Guarantee Period, the MBG part of your SEO Service will automatically be canceled.

At the end of the Guarantee Period, if we were unable to place 50% of your Active Keywords on page one of Google's DESKTOP VERSION of its search engine at least once within the Guarantee Period, you can either 1) continue with a Standard (non-MBG) SEO program or 2) cancel your SEO Service completely and request a review and potential refund of monies paid toward the SEO MBG Program. You must make your election within 30 days after the end of the Guarantee Period. Regardless of your election, at the end of the 6 months of the Guarantee Period, the SEO MBG Program is terminated.

You may only purchase the SEO MBG Program once from us.

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

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

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

7. Ownership. Title and full ownership rights in and to the SEO Service, together with any and all ideas, concepts, methods, processes, computer programs and other technology supporting or otherwise relating to our provision of the SEO Service, shall remain at all times solely with us and/or our third party service providers, as applicable, and we may decline to fully disclose the processes used to provide the SEO Service. If we create or supply any content for the SEO Service or your related Thryv Website or design your Thryv Website, such content and the composition and design of the products we create are our sole and exclusive property or that of our licensors, except for any of your own content, marks or intellectual property used therein. You agree not to copy or use in any other context any proprietary methods, designs, arrangements or content we own or license from a third party, including that used to provide the SEO Service to you, and you may not use any methods to copy, download, scrape, clone or otherwise reverse engineer the SEO Service or our proprietary or licensed content.. You acknowledge and agree that we may provide similar content for our other clients. Upon termination, we agree to release your domain/url and any of your own content, but will not release or sublicense to you any content owned or licensed from third parties by us.

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

9. Your Representations and Warranties. You represent and warrant to us that for the Subscription Period:
  - a. The Thryv Terms and Conditions constitutes a valid and binding agreement enforceable against you in accordance with its terms.
  - b. Any information or data that you (including your agents or representatives) have entered or will enter under any access site is and will be both accurate and complete.
  - c. You are the authorized owner or representative of the website(s) for which Keywords are selected or search listings are requested or an advertisement has been submitted.
  
10. Your Covenants. You further agree to perform as follows:
  - a. You will not hold us or our affiliates or service providers liable or responsible for the activities of visitors who come to your website(s) through a link provided from our network or from elsewhere.
  - b. You agree that you are solely responsible for the development, maintenance and operation of your website(s) and for all content and other materials that appear on, and all visitors to, your website(s) from time to time.
  - c. You are responsible for the content of each advertisement, however, we reserve the right to edit, reject or remove any advertisement at any time, for any reason, in our sole discretion.