

## Thryv<sup>SM</sup> Leads Terms and Conditions

If you have ordered Thryv Leads, you agree to the following additional terms and conditions relating to the Thryv Leads solution. You acknowledge and agree that fulfillment of Thryv Leads requires that you also purchase either a Thryv software solution, v. 3.0 or higher, or SYNC<sup>SM</sup> powered by Thryv (“SYNC”), and maintain it throughout the term of your Thryv Leads solution. Unless otherwise agreed in writing, the initial minimum Term of Thryv Leads will be 6 months, and thereafter will automatically renew on a month-to-month basis unless cancelled in accordance with the Thryv or SYNC Terms and Conditions, as applicable. As set forth in the Thryv/SYNC Terms and Conditions, when you purchase Thryv Leads, the Term of your Thryv or SYNC solution will be automatically set or extended to be co-terminus with your Thryv Leads solution. You also must consent to and implement the Performance Tracking Service in conjunction with Thryv Leads, subject to our [Performance Tracking Terms](#). As set forth in the Performance Tracking Terms, you will be automatically opted in to the call tracking and call recording services unless you contact us to opt-out of call recording (calls do not need to be recorded for the effective use of call analytics to determine likely call quality). Call tracking is necessary for us to measure what we deliver against your estimated target for Thryv Leads. You agree to fully cooperate, as necessary, in the fulfillment of your Thryv Leads program.

- 1. Thryv Leads.** This solution is designed to acquire, provide, and report potential leads to your business within a set monthly budget range, utilizing various types of advertising and media sources as needed to fulfill and optimize delivery toward an annual (or semi-annual, if so specified) estimated or target number of “Qualified Contacts” throughout your Thryv Leads solution term. For the purposes of the Thryv Leads solution, “Qualified Contacts” shall mean and include certain actions, as described below, directed to the Advertiser, that meet certain established criteria for validity.
- 2. Definition of “Qualified Contacts.”** For the purposes of Thryv Leads, a “Qualified Contact” will be particular means by which your Thryv Leads campaign enables you to connect or interact with a potential business lead or prospect, which may include actions such as a received phone call, voicemail, email, written message, text, form-fill, chat, appointment, request for a quote, request for information, purchase, website or landing page visit, map view or request for directions, or other interaction that signals a consumer’s intent to engage with your business. Specifically, we will initially include in our estimates and reporting to you of the number of Qualified Contacts you receive, any of these three types of contacts that result from your Thryv Leads program: (1) filled contact forms associated with a valid email address (each a “Form Fill”); (2) emails received from a valid email address (each an “Email”); and (3) telephone calls placed to the Call Tracking Number (or CTN) that appears in your Thryv Leads campaigns, that are (a) answered by a person, answering machine or client-side interactive voice response (IVR) system, (b) of a duration of at least 30 seconds from the time the call is answered, and (c) are determined through call analytics to be a likely conversation between your business and the caller, or a significant communication to your business from the caller (each a “Qualified Call”). We may include metrics for other types of actions in your reporting, including unanswered phone calls, impressions, and clicks on your Thryv Leads Advertising (see Section 8, CRM and Reporting, for more information), but these actions will not be counted as Qualified Contacts unless we modify the reporting criteria. We reserve the right to modify, from time to time and upon prior notice to you, the criteria for validity of a Qualified Contact and/or the definition of Qualified Contact to include other actions that we can report to you and that we determined reliably indicate consumer intent to engage with your business, but we will provide you with prior notice of any such change via email or within the client portal for Thryv or Thryv Leads.
- 3. Qualified Contacts Estimates.** The Qualified Contacts target for Thryv Leads is an estimated annual amount. We will optimize your Thryv Leads program within your monthly budget and attempt to pace delivery of Qualified Contacts towards your annual target amount, averaged over 12 months, and delivered monthly during your Thryv Leads term. However, the actual number of Leads delivered from month to month will likely vary, as external circumstances - including seasonality, fluctuations in consumer demand and other market factors - may affect lead delivery in a given month. The Qualified Contacts estimate applies to the Thryv Leads solution as a whole and not to any individual campaign or service that may be used as a fulfillment source for Thryv Leads. The number of Qualified Contacts predicted to be delivered by your Thryv Leads program is an estimate and not a guarantee of specific performance. In the event of material underperformance of your Thryv Leads program, we will, in good faith, use commercially reasonable efforts to adjust campaign parameters, the media budget and

potential lead sources to optimize the program, but no refunds or makegoods will be provided under normal circumstances.

4. **Fulfillment Terms and Management Authorization.** By purchasing Thryv Leads, you consent to and authorize our placement of various types of Advertising for your business which may include online or mobile display advertising, social ads, Search Engine Marketing (SEM), print or digital Yellow Pages directory-type advertising, direct mail, quote request services, or other types of marketing, and to placement in any media channel or on any property, which may include publication to our owned and operated print and digital/mobile media properties as well as potential distribution to third-party properties, services and websites, including ad networks, social sites and search engines. We disclaim all liability in connection with the functionality or content of any website or service not owned or operated by us. You agree that we may add, remove or change the types of Advertising and types of media on which we spend the media budget from your Thryv Leads program at any time in our sole discretion in order to optimize your campaigns overall for delivery of Qualified Contacts and return on investment within your budget. We may also add, remove or change the potential lead sources and media used to fulfill Thryv Leads at any time in our sole discretion. And we may modify the content or size of any Digital Ads, or any category, keyword or other parameters of your Advertising to conform to the requirements of, or utilize the features of, a third-party site or lead channel. In addition to the general provisions in the Thryv Terms and Conditions and the Thryv Leads terms herein, you agree to the terms and conditions that govern of any of the potential types of media sources we may use to fulfill your Thryv Leads solution, as applicable to your Thryv Leads program, which terms and conditions include, without limitation, those on the following pages related to Display and Social Ads, Search (SEM), and Internet and Print directory (Yellow Pages) advertising.

Our provision of the Thryv Leads solution may encompass various methods of fulfillment, including media sources and ad types that may be similar to those used in various services and products also offered on an individual, standalone basis by us, but for Thryv Leads, the selection and use of any of these media sources, and the allocation of media spend to all or any particular type of ad or media shall be entirely at our sole discretion. We cannot and do not guarantee any particular placement or use of any particular media or potential lead source. You acknowledge that Thryv Leads may encompass a broad variety of media and lead sources, and you waive any potential claims that advertising placed to fulfill Thryv Leads conflicts with or duplicates any other advertising you may conduct, or which may be conducted on your behalf by an agency or other third party. You authorize us to manage the administration of the various campaigns that may be used to in your Thryv Leads program on your behalf, within agreed parameters but at our discretion, including the placement and timing and amount spent on various media sources. You understand and agree that we charge a fee for our management services over and above the portion of your budget allocated for media spend, but both media spend and fees are included in the total amount you are charged monthly for Thryv Leads.

5. **Ad Creation.** By purchasing Thryv Leads, you grant us the right to obtain images, logos, and/or other content via automated or manual methods from your website and other online presence, including but not limited to social media pages, and to use, publish, modify as necessary, and distribute within your Thryv Leads campaigns. Such images and other content will be considered Client Content, as defined in the Thryv Terms and Conditions. Depending on the type of ads or media used to fulfill your Thryv Leads program, we may proactively refresh the ad creative, including new photos, images, logos, colors, content or templates, from time to time, and you authorize us to obtain, use, modify, publish and distribute for the purpose of these ad refreshes, information about your business provided or made available to us online at that time.
6. **Campaign Targeting.** We will collaborate with you to select initial campaign targeting strategies, including factors such as keywords or relevant search terms, desired target audience or segment characteristics, geographic scope of delivery and other parameters, but you will retain ultimate responsibility for the legality of the keywords, audience and other targeting parameters you select or approve to be incorporated in your campaigns, including your use of any trademarked terms or your compliance with any industry-related, professional or local laws, rules, restrictions, or regulations that may govern you or your business. Notwithstanding the foregoing, you agree that the implementation of certain targeting parameters may vary by campaign or media type, and may need to be minimally adjusted by us in order to optimize campaigns within the program. You acknowledge that any request

by you to alter your desired targeting parameters during the term of your Thryv Leads program may require an adjustment to your Qualified Contacts estimate and/or your monthly cost for Thryv Leads.

7. **Landing Page/Proxy Authorization.** You understand and agree that we may create and host a temporary internet site or web page for use solely as a landing page or destination site for those clicking on your Thryv Leads advertising (“**Landing Page**”) at a URL we will choose, provision and administer, which Landing Page and/or URL may incorporate content you make available including your business name, branding and other elements like logos or trade dress. You represent and warrant that you have the authority to authorize us to create and host such a Landing Page using these elements. Alternatively, we may create and host a “proxy” site, which is a close copy of your website on a different URL, for use as a Landing Page with your Thryv Leads solution. You authorize us to create such a proxy, and agree to cooperate with us in the placement of necessary code on your original website to effectuate the proxy site, and agree to indemnify us for and assist in resolving claims of infringement based on our use of your business name or the content in your original website in this fashion. You agree that we may vary certain elements of your website in the proxy, such as using a Call Tracking Number or tracking URL in place of your business number or website URL. In the event you require the use of your existing website as a landing page, you represent and warrant that it will be free of viruses or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.
8. **CRM and Reporting.** Qualified Contacts will be delivered to you throughout the term as they are received, and may be automatically entered into your Thryv Customer Management (CRM) tool, noting Thryv Leads as the source. You agree to use commercially reasonable means to protect the confidentiality of any personally identifiable information provided to you by or about any prospect or Qualified Contact through your Thryv Leads program, and to use such information only for your legitimate business marketing purposes and not for any other purpose such as transferring it to any third party for their use. Preliminary reporting of the number of Qualified Contacts delivered may be made available in your Thryv Leads reporting dashboard as they are delivered, but official reporting of the number of Qualified Contacts delivered during a month will be provided to you after the end of each month. Any reporting available online between the official monthly reports is not final and may not accurately reflect the current, actual number of Qualified Contacts, per our criteria, provided at any given time. Your reporting will also show other performance metrics from your Thryv Leads program for the month, for your information only; there will be no estimated target for delivery on other metrics. For the purposes of reporting, an “**Opportunity**” or any future similar term used to identify engagement with your advertising, shall include any click on any portion of the Ads or Services in your Thryv Leads program, including but not limited to: driving directions, maps, websites, photos, like, follow, or any other action that indicates engagement with your advertising but may or may not result in interaction with your business. An “**Exposure**” indicates an impression, display or exposure of your advertising or business information to someone, whether or not they engage with it actively in a manner that we monitor and report. Reporting available in your Thryv Leads reporting dashboard will remain available for a reasonable period of time, but may be removed periodically to permit space for newer reporting.
9. **Terms governing potential advertising types/lead channels:** Any Digital Ads, including Online Display Advertising or Social Ads, Search Engine Marketing or Internet Yellow Pages Advertising Services, or Print Advertising Services will be provided to you in accordance with the following terms, to which you agree when you purchase a Thryv solution that incorporates any of these types of Services.
  - A. **Digital Ads.** “Digital Ads” include any advertising created or formatted for viewing, display, or distribution online or via any internet or mobile connection or device.
  - B. **Online Display Advertising/Social Ads.** “Online Display” Services include the creation of one or more banner ads, rich-media ads or comparable digital display advertisements of various sizes (“Display Ads”), and the online distribution of these Display Ads to various websites, applications and ad networks, as well as campaign targeting and optimization. “Social Ad” services include the creation of particular types of Display Ads to appear only on Facebook, Instagram, Facebook Audience Network, or other social media sites, and the administrative work required to enable Social Ad campaigns on these platforms. If you do not have a Facebook account, we may create a Facebook

page for your business that contains basic information like address, email, business name, phone number and images. If you do have a business Facebook account, you agree to cooperate fully with us to provide us with the administrative permissions and access to your business page that we need to run a Social Ad campaign on your behalf. Within Thryv Leads, we cannot agree to any specific limitations or restrictions on Display Ad placement, positioning, adjacency, pacing or delivery schedule, and no amount of impressions is guaranteed. You acknowledge that effective delivery of in-app or mobile display advertising to a broad range of mobile enabled devices or platforms may require that Display Ads be resized, reformatted, use different compression methods or parameters or be subject to similar changes prior to or as part of distribution and you authorize us to make such changes without notice or further consultation with you.

- C. Search Engine Marketing. Search Engine Marketing (“SEM”) Services include the creation, distribution, display, optimization, and management of search advertising campaigns across premium search engines (e.g., Google, Yahoo, Bing) and other search sites (collectively, “**Search Sites**”), in which your Digital Ads may appear in the paid advertising or sponsored section of search results shown on these Search Sites to the extent your targeted keywords are relevant to a user’s search query terms, category, behavior, actions or other characteristics. You authorize us and designate us (or our contracted vendor) as your agent to submit Digital Ads for potential display on Search Sites, and to bind you to any agreements, administrative limits, and terms and conditions as required by such Search Sites (e.g., for Google, the AdWords Program: [https://payments.google.com/payments/apis-secure/get\\_legal\\_document?ldi=31373](https://payments.google.com/payments/apis-secure/get_legal_document?ldi=31373) including Google’s Privacy Policy, Terms of Service and AdWords Advertising Policies linked therefrom). You authorize and direct us to participate in, as applicable, the Google AdWords program, the Yahoo Gemini Advertising program and the Bing Ads program (or such other equivalent search engine programs) or to purchase paid advertising on other local search sites, on your behalf, with respect to any SEM Services provided hereunder. Upon reasonable written request received from you, we will use commercially reasonable efforts to promptly provide you with customer IDs for Google AdWords account(s). For information on working with a third party like us to manage your Google AdWords campaigns, please see Google’s guide here: <https://www.google.com/adwords/thirdpartypartners/>.
- D. Internet Yellow Pages Advertising. Internet Yellow Pages (“IYP”) advertising services include creation of your business profile and related paid ads for publication on our owned and operated business search websites, DexKnows.com, Superpages.com, and Yellowpages.com, and the mobile versions and/or related mobile application versions, as well as potential distribution to our networks of other directory and business search sites. Your IYP business profile may include your business name, street address, city, state, zip code, phone number, website link, email address, business categories, business description, tagline, call-to-action, photos and videos, coupons, hours of operation, listing of products & services, ratings and reviews, and additional content elements such as affiliations, certifications, payment options, years in business, and languages spoken, all of which, when provided, made available or approved by you, will be considered “Client Content”. Not all fields of business information will be published or distributed, depending on the criteria and standards of the publisher site, and IYP ads and included Client Content may be truncated, modified or resized to meet publisher requirements. We reserve the right to add relevant content that we obtain from other, third-party sources your business profile.
- E. Print Directory Advertising/Direct Mail. Print Directory Advertising generally refers to Advertising which is or which approximates traditional printed Yellow Pages directories, including the placement of Advertising into our or third-parties’ printed Yellow Pages (e.g., The Real Yellow Pages®), White Pages, printed coupon or other type of printed business directory or supplement, or any functional equivalent or publication (each a “Print Directory”). We do not promise or guarantee any specific geographic distribution or coverage for any Print Directory and the method of distribution will be as we deem appropriate. “Direct Mail” refers to printed material, such as postcards or mailers, that is sent or mailed to households to market or provide awareness advertising for a business. You

acknowledge that Print Directories and/or Direct Mail may be used as potential lead sources for Thryv Leads, and that this form of Advertising is not modifiable over time once published and may remain in print and in circulation beyond the end of your Thryv Leads term. Therefore, you agree that we and our successors and assigns have the perpetual, royalty-free, right and license to publish any of your Client Content made available for Thryv Leads in the context of a Print Directory or Direct Mail piece, and that such right and license shall continue for as long as such Print Directory Issue or Direct Mail piece is in existence. Moreover, you understand and agree that, as per our Performance Tracking Terms, we may redirect to other businesses of your type, any incoming calls to the Call Tracking Number that was published in your Print Directory Ad or Direct Mail piece as part of your Thryv Leads program, to the extent such Print Directory or Direct Mail Advertising remains in publication after the end of your Thryv Leads Term, and you hereby waive and release us from liability to you for any potential claims or damages related to this standard practice.

- F. Other Channels or Media. To the extent that we determine that such channels may be a quality source of Qualified Contacts for your business, we may include additional types of Advertising in your Thryv Leads campaign(s), including but not limited to Video (posting a video or video slide show related to your business on YouTube or other video sites or traditional search sites); In-App advertising or Mobile or desktop “Push” notifications (marketing messages that are delivered to consumers with their permission in association with a computer or mobile phone application they have installed); Quote or Service Request services (listing your business with a third-party service or website that will contact you for a quote or appointment when a service you provide is solicited or requested by a consumer on such service or site), and you authorize us to take any actions as necessary to enable the use of these services for your business, including agreeing to third-party terms that may govern such services, such as Google’s Local Services Ads Terms (<https://www.google.com/adwords/localservices/TCUSA2017-08.html>).