

ADVERTISER SERVICES TERMS (DECEMBER 2015)

These Advertiser Services Terms are a part of the Agreement between Publisher and Advertiser and are incorporated by reference into the Advertiser General Terms and Conditions ("General Terms"). Capitalized terms used but not defined in these Advertiser Services Terms have the meanings given to them in the General Terms. Unless otherwise specified, defined terms apply across sections and are not limited to the section in which they appear.

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I. DIRECTORY ADVERTISING

The Directory Advertising category generally refers to Services which are or which approximate traditional printed or online yellow page directories. Unless otherwise expressly provided in the applicable Order, Directory Advertising does not include any Minimum Action Commitment (as that term is defined in Section VI. E.) nor does it include any commitment with respect to a certain level of impressions, distribution, traffic or any other metric associated with performance or fulfillment. Except as otherwise expressly provided in the applicable Order, Publisher disclaims any representation or obligation aside from the placement of the Advertising into the printed or online directory identified in the Order.

A. Print Directory

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 the print Yellow Pages, the White Pages, or any functional equivalent or successor medium or publication (generically, a "Print Directory") (collectively, "PD Advertising"), as well as any Advertising which is linked to a Print Directory or sold in a Bundle with such Advertising.

1. Term. 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) (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.

2. Directories. 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. Publisher's distribution efforts are subject to various opt-out requests or other restrictions, and 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, 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 Publisher's sole discretion. The method of distribution will be as Publisher deems appropriate and may include public or private mail carrier and/or distribution racks, stands or kiosks. Business-to-Business Directories (where offered) are generally distributed only to business telephone customers. Publisher may change the distribution scope, method, or characteristics of a Print Directory without notice or obligation 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 Publisher deems appropriate unless otherwise specifically noted in the applicable Order. In addition, Publisher may make changes to Print Directories (changes to content, layout, format, medium (including digital or electronic media), scope, coverage area, and number of copies printed, including reprints for additional distributions) without notice or obligation to Advertiser.

3. Disclaimer. PUBLISHER DOES NOT WARRANT THE NUMBER 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.

B. Internet Directory

This Section applies to Services identified as "Internet Directory Listing" Services in the applicable Order and to all other services for the placement of Advertising onto yellowpages.com, yp.com, or any other internet or electronic based directory or local search type service upon which Publisher determines to place the Advertising (each an "Internet Directory," such services, the "IDL Services").

1. Term. Unless otherwise specified in the Order, the term of IDL Services will be the period from

Publisher's commencement of performance of the IDL Services until the end of the Issue Life for the applicable Print Directory, as it may be changed in accordance with the Agreement. If the IDL Services are not associated with a Print Directory, the term of the IDL Services will be the period from Publisher's commencement of performance of the IDL Services until the end date for the IDL Services set forth on the Order (or, if no end date for the IDL Services is set forth on the Order, twelve months after the first date of Publisher's performance of such IDL Services). Unless otherwise specified on the applicable Order, cancellation will also be based on Publisher's commencement of performance of the IDL Services. If Advertiser chooses to discontinue any IDL Services before the end of the then-current term of such IDL Services, Advertiser must notify Publisher in writing and the unpaid balance for the entire then-current term will become immediately due and payable.

2. Internet Directory Listing. Publisher generally divides Internet Directories into geographical locations in association with corresponding Print Directories. Unless otherwise set forth in an applicable Order, each such geographical division shall be considered a separate Internet Directory. Publisher may change the organization, structure, content, appearance, geographic scope, functionality, and/or other characteristics of an Internet Directory without notice or obligation to Advertiser. Publisher may position Advertising in an Internet Directory in any location, in any sequence, and in association with any headings or keyword Publisher deems appropriate unless otherwise specifically noted in the applicable Order.

3. Distribution via Advertising Network. Unless otherwise expressly specified otherwise, Internet Directory Listing Services shall include distribution over any Advertising Network which Publisher determines, in its sole discretion, to use for that purpose. "Advertising Network" shall mean any and all distribution channels Publisher utilizes for the applicable Advertising or Services, including, without limitation, YP.com and other websites, applications, and platforms owned and/or operated by Publisher or its Affiliates (including www.anywho.com and services that provide directory assistance); wireless/mobile versions of the foregoing; Publisher's SMS mobile product (YP411); other wireless/mobile channels including, without limitation, mobile and WAP applications on mobile phones (such as the YP mobile app and m.yip.com) and on mobile navigation systems; Internet distribution, direct broadcast satellite, television (including, without limitation, IPTV), telephone, and the websites, applications; the distribution channels and platforms of all of Publisher's Supplier(s); as well as other technologies and forms of communications now known or hereafter developed. By executing the applicable Order for Advertising or a Service, Advertiser expressly authorizes distribution over all aspects of the applicable Advertising Network for that Advertising or Service, whether or not Publisher has affirmatively made Advertiser aware of all such aspects.

4. Online Feedback and User Generated Content. Websites on which the Internet Directory may appear may include content provided or created by individual end users or groups by means of user review postings, ratings, images (which may include photos or videos) and/or similar mechanisms (hereafter "User Generated Content"). The views and opinions expressed in User Generated Content and any information provided therein are the sole and exclusive responsibility of the individuals and/or groups who made such postings. Publisher does not monitor, nor does it control the content of, the User Generated Content. Publisher has no obligation to determine or take any action when User Generated Content may include technical inaccuracies or typographical errors. Websites operated by Publisher and certain YP Parties may offer some form of "opt out" with respect to User Generated Content. In such case, it is solely and exclusively Advertiser's responsibility to take advantage of such "opts outs." By not opting-out of User Generated Content, Advertiser agrees to hold the YP Parties harmless for all User Generated Content, including the content, quality, copyright compliance or legality of any User Generated Content, or any resulting loss or damage, including but not limited to defamation, loss of business, and infringement of IP Rights.

5. Disclaimer. Except as otherwise expressly set forth in the Order, Publisher makes NO warranty or commitment regarding the characteristics of any particular Internet Directory, Advertising or other website, including with respect to traffic, usage statistics, or conversion or interaction rates associated with Internet Directories or any Advertisements. The YP Parties expressly disclaim any responsibility or liability associated with the views and/or content contained in User Generated Content.

C. Limited Inventory Advertising

This Section applies to Services identified as "Limited Inventory Advertising" Services in the applicable Order and to all other Services for the placement of Advertising that is limited in availability and/or quantity and/or which Publisher offers on a limited inventory basis, including "Leader Ads" and Advertising on Print Directory covers and/or "Priority Local Listings" and "Diamond Listings" on Internet Directories (such placement, "LIA Services"). "Print Directory" means the Yellow Pages, the White Pages, or any functional equivalent or successor medium or publication, and "Internet Directory" means yellowpages.com, yp.com, or any other internet or electronic based directory or local search type service upon which Publisher determines to place the Advertising (together, "Directories").

1. LIA Contingency. Publisher's acceptance of any Order for LIA Services will be contingent upon availability of limited availability inventory ("LA Inventory"). Publisher may accept more than one order for the same LA Inventory and, in awarding the LA Inventory, Publisher may consider any factors, including the rate Advertiser has agreed to pay for the LA Inventory. Publisher will have no obligation to award the LA Inventory to Advertiser and may, in Publisher's sole and absolute discretion, award the LA Inventory to another advertiser.

2. Substitution. If Publisher does not award the LA Inventory to Advertiser, Publisher may, in its sole discretion, downgrade that portion of the applicable Order to any available substitute Advertising that Publisher determines to be comparable to the requested Advertising, with a corresponding adjustment to Advertiser's subsequent payment obligations.

3. Renewal and Cancellation. If any LIA Service is individually designated on the applicable Order as "Right of Renewal Eligible," Advertiser may renew such LIA Services for the next succeeding Directory issue by signing a new Order for that particular LIA Services on or before the renewal date for such succeeding Directory at Publisher's then-current rate(s). Otherwise, LIA Services are not renewable by Advertiser. Submission of an Order for different or additional LIA Services will not constitute renewal of any LIA Services, even if the new LIA Services are similar to or related to the original LIA Services.

Publisher may cancel any right of renewal without notice and without further obligation to Advertiser if, without limitation: (i) Advertiser does not agree to pay the applicable rate(s) established by Publisher; (ii) Advertiser has been past due as to any item of Advertising for 60 days or more; (iii) Advertiser owes past due advertising charges as of the renewal date even if less than 60 days past due; and/or (iv) Advertiser discontinues the LIA Services. Except as set forth in the applicable Order for renewal periods, Advertiser

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may not cancel any LIA Services.

II. PRESENCE ADVERTISING

The Presence Advertising category generally refers to Services which are related to the establishment, monitoring, maintenance and management of Advertiser's existence, presence, reputation and/or brand identity on a particular medium (usually the internet and/or mobile web). Unless otherwise expressly provided in the applicable Order, Presence Advertising does not include, and Publisher hereby expressly disclaims, any Minimum Action Commitment (as that term is defined in Section VI. E.) or any commitment with respect to a certain level of impressions, distribution, traffic or any other metric associated with performance.

A. Website Services

This Section applies to all website-related Services that Advertiser has authorized, including Publisher's current Essential, Enhanced, Premium and/or Bundled Mobile Website Services (or those products' functional equivalents in the event of a name change or product reclassification) ("Website Services").

1. Term. Unless otherwise specified in the applicable Order, the term of any Website Services shall commence upon performance of the Website Services and will be coterminous with the longest term of any other Service that Publisher provides to Advertiser.

2. Bundled Mobile Website Proxy. To the extent that Advertiser selects a website designed to be viewed on mobile devices to be provided as part of the Website Services (a "Bundled Mobile Website"), Publisher will generate a Bundled Mobile Website by proxying certain portions of the website designated by the Advertiser for that purpose (the "Proxy Website"). Advertiser authorizes Publisher to, either directly and/or through a Supplier, take all actions in furtherance of the Bundled Mobile Website and a special mobile URL sub-domain based on the URL for the Proxy Website for use with the Bundled Mobile Websites (the "Mobile URL"), including, without limitation, arranging for a Mobile URL and the proxying, modification, reproduction, display, and other uses of the applicable sites and parts thereof that might occur as part of provisioning and/or creating the Bundled Mobile Website. The Bundled Mobile Website will generally be designed for optimized display and navigation on devices which utilize a mobile / cell phone based operating system that supports HTML rendering in its web browser. As such, the Bundled Mobile Website will not be identical to the Proxy Website.

3. Website Content. The content of the Proxy Website and Website Services will constitute Ad Materials for all purposes under this Agreement. Advertiser expressly waives any right it might otherwise have to inspect or approve any portion or component part of the Website Service. Prior to Advertiser's submission of Website Services content Publisher, Publisher may, at its sole discretion and without notice to Advertiser, publish a placeholder website using Advertiser information located on www.ypp.com. If Advertiser fails to diligently pursue and participate in the completion of the collection of content and/or the submission of all necessary related paperwork for the Website Service, Publisher may, at its sole discretion and without notice to Advertiser, cancel or forego the collection of such content and/or fulfill the Advertiser's Order with a comparable Website Service that does not require such content. In the event of such occurrence, Publisher will have no liability to Advertiser and there will be no adjustment to the rate Advertiser will be charged for the Website Service.

B. Listings Management Services

This Section applies to Services identified as Publisher's "Listings Pro" and/or functionally similar Services designed to allow Advertiser to monitor identifiable inconsistencies between listing information on yp.com and similar listing information on sites which are accessible by the tools and/or interfaces made available by Publisher as part of Listings Pro or similar monitoring systems (which Services are generally referred to hereafter as "Listings Manager").

1. Registration and Use. Advertiser must register or have already registered with Publisher in order to gain access to the Basic level of Listings Manager. Thereafter, use of the Listings Manager shall constitute agreement with the terms hereof. Activation of the Premium Listings Manager requires that Advertiser register for access to the Premium level of the Listings Manager, including express acknowledgement of this Addendum. Upon completion of the activation process, Advertiser shall have access to Premium Presence Manager services for the duration of their current contract for Advertising. Unless otherwise specified, the term of a contract for the Premium Listings Manager shall be for 12 months from activation.

2. Premium Listings Manager. The "Premium" level of Listings Manager facilitates the syncing of listing information on certain sites with the listing information maintained on yp.com. The "Premium" version of Listings Manager also includes the opportunity for Advertiser to cause Publisher to set up listings for the Advertiser on certain specified sites (for purposes of this Section, the "Premium Sites," currently consisting of Google+, Facebook Places, Yelp!, Yahoo! Local, and Bing Local, although this list is subject to change at Publisher's sole discretion and with notice or further obligation); provided that Advertiser participates in the validation process required by the each site in order to give Publisher or its vendors access to Advertiser's listing on that site.

(A) Premium Presence Manager "Start Fixing" Button. Advertiser must initiate the syncing and Premium Site portions of the Premium Listings Manager by pressing the "Start Fixing" Button (or similarly designated activation device) on the Listings Manager home page – or by such other form of authorization which Publisher may specify. Initiation of those portions of the Premium Listings Manager (hereafter sometimes referred to as the "Start Fixing" services) are entirely at Advertiser's option, but Advertiser shall be deemed a participant in the Premium Listings Manager and will be charged accordingly whether or not they choose to use the "Start Fixing" Button and benefit from the "Start Fixing" Services.

(B) Listings on Premium Sites. The Premium Sites portion of the "Start Fixing" services will require Publisher or an agent of Publisher to contact the advertiser in order to establish or update Listings on Premium Sites. Publisher's ability to setup and sync listings on Premium Sites on behalf of the Advertiser will be wholly dependent upon: (1) Advertiser establishing an appointment to speak with the Listings Manager Service

Representative which Publisher designates for Advertiser; (2) Advertiser's active participation in the appointment at the scheduled time; and (3) for any and each Premium Site, Publisher's ability (with Advertiser's active assistance) to either (a) establish ownership of Advertiser's existing listing, or (b) verify the listing through the means required by the Premium Site, including phone verification and/or offline mailing of PIN codes which Advertiser will then be responsible for forwarding to Publisher. Failure of Advertiser to actively participate in this process with regard to any Premium Site will relieve Publisher of any further obligation to establish or sync Advertiser's listings on that site.

Advertiser acknowledges that: (i) 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; (ii) other than as expressly set forth herein, Publisher has absolutely no obligation with respect to maintenance, look and feel, updating, accuracy, etc. of Advertiser's presence on the Premium Sites; (iii) 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 Listings Manager service, 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.

(C) Content Collection and Listing Information Syncing. The listing information syncing portion of the "Start Fixing" service will require that Advertisers provide current, accurate and detailed listing information. Advertiser acknowledges and agrees that Publisher's ability to synchronize listing data depends entirely upon Advertiser providing the correct data during the content collection process. Furthermore, Advertiser acknowledges and agrees that Publisher cannot guarantee results for any site other than for Premium Sites for which verification has been completed. Establishing or updating listings for such other sites may take up to 90 days from Advertiser's initiation of the change via the "Start Fixing" Button and acceptance of any listing information updates will be at the final discretion of the Third Party sites to which the information and/or the request is submitted. The list of all sites supported by the "Start Fixing" service is subject to change at any time and at Publisher's sole discretion. Listing information updates through the "Start Fixing" service may be blocked or over ridden by subsequent updates or changes made through automated or manual changes of listing information at the Third Party site either directly or via proxy. Such changes are beyond the control of Publisher and may interfere with the operation of any syncing initiated by the "Start Fixing" Button.

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 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.

3. Term / Billing. Advertiser acknowledges and agrees that billing with respect to all fees due with respect to Listings Manager will commence immediately and shall be deemed fully due and payable upon activation of the Premium Listings Manager, regardless of whether or not Advertiser has chosen to participate in the Premium Sites portion or the Content Collection portion of the Listings Manager Services.

4. Reporting Tool, Third Party Sites and Content. Publisher will make available to Advertiser one or more interfaces (the "Listings Manager Tool") to allow Advertiser to view (a) business ratings, reviews and other relevant third-party content relevant to the Advertiser (for purposes of this Section, the "Third Party Content") and (b) aggregated ratings, statistics, analysis and/or other meta-content provided by Publisher (for purposes of this Section, the "Publisher Content") included therein, for informational purposes only and in compliance with the Terms and all applicable laws.

Publisher makes no guarantees regarding the currency, content, quality, copyright compliance or legality of Third Party Content reported as part of the Listings Manager Tool, nor is Publisher responsible for any resulting loss or damage relating to or arising from the use of such information. Publisher reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the information accessible via the Listings Manager reporting. Where appropriate, Publisher will endeavor to update information reported by the Listings Manager Tool on a timely basis, but shall not be liable for any delay or inaccuracies related to such updates.

By accessing the Listings Manager Tool and/or using the Listings Manager Services, Advertiser agrees that it will not use, distribute, reproduce, display, perform transmit, or otherwise utilize Listings Manager in any way other than as permitted hereunder. In addition, Advertiser will not use the Third Party Content or Publisher Content for any unauthorized marketing and promotional campaigns, target or mass solicitation campaigns or political campaigning. Advertiser is prohibited from data mining, scraping, crawling, or using any robot, other automatic device, script, technology or processes that send automated queries to the Listings Manager Tool, or from using other similar methods and tools to access the Listings Manager Tool or any site on which it is hosted, or gather or extract data from Listings Manager Tool or related sites, without Publisher's prior written consent, which consent may be withheld and withdrawn by Publisher at any time, with or without notice, in Publisher's sole discretion. Nothing about the Listings Manager Services or the Listings Manager Tool will give Advertiser any license, right, interest or claim to, and Advertiser hereby expressly disclaims any license, rights or interest to or in any Third Party Content or Publisher Content.

Some of the websites Advertiser may link to or otherwise access from the Listings Manager Tool are owned 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 Site (collectively, for purposes of this Section, 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 Listings Manager. The Third Party Sites' content, business practices and privacy policies are not under Publisher's control, and Publisher is not responsible for the content of any Third Party Site or any link contained in a Third Party Site. The inclusion of a link on the Listings Manager Tool does not imply any endorsement by or any affiliation with Publisher.

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Publisher makes no representations whatsoever concerning (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.

C. SEO Services

This Section applies to the YP SEO and YP SEO Elite product offerings (or those products' functional equivalents in the event of a name change or product reclassification) ("SEO Services"). As with other Presence Advertising, SEO Services are not intended as Leads Based Advertising and Publisher hereby expressly disclaims, any Minimum Action Commitment (as that term is defined in Section VI. E.) or any commitment with respect to a certain level of impressions, distribution, traffic or any other metric associated with performance.

1. Performance of SEO Services. The SEO Services may include a combination of, "on-page content", including keyword density and cross-linking, and periodic reporting of optimization activities and results, as well as "off-site" search engine optimization services, including development of a keyword optimized microsite and associated orbital geo sites based on Advertiser consultation (the "Microsites"), "off-page" search engine optimization services, including creation of articles and blogs, "technical" search engine optimization, including HTML coding, meta tag edits and link structure. Publisher does not guarantee, and hereby expressly disclaims any representation or warranty, that the SEO Services include all services or any particular service(s) which may be more generally referred to as "SEO" from an industry perspective. The SEO Services may, but are not guaranteed to, include: (a) additional activities designed to encourage cross linking with and/or inbound linking to the Microsites (the "Linking Strategies"); (b) SEO implementation on Advertiser websites built and hosted by Publisher on third party platforms (which may include modifications to website architecture and implementation of CTNs and analytics); and/or (c) Providing Advertiser or Advertiser's website hosting vendor SEO optimized files and code to be added to Advertiser websites not hosted by Publisher. Advertiser acknowledges its obligation to review SEO Services provided under (b) and (c) above prior to implementation on Advertiser websites within the time period established by Publisher, which reflects its opportunity to make commercially reasonable changes to said SEO Services as provided by Publisher. Advertiser's failure to make timely review of SEO Services will result in Publisher's implementation of the SEO Services without review and Advertiser shall hold Publisher harmless with respect to any claim arising out of the implementation of the SEO Services.

2. Microsites and Linking Strategies. Where applicable, Advertiser authorizes and directs Publisher to create the Microsites and associate the Microsites with one or more CDLs which Publisher may select, at its sole discretion, in reliance upon the information supplied or made available by the Advertiser. Advertiser further authorizes Publisher, without notice to the Advertiser and in Publisher's sole discretion, to change the CDL(s) with which the Microsite(s) is associated during the term of the SEO Service. Advertiser further authorizes and directs Publisher to pursue such Linking Strategies as Publisher may determine, in its sole discretion, to be consistent with Advertiser's search engine objectives.

3. Reporting and Disclaimers. Publisher will make available to Advertiser periodic reports regarding SEO Services. However, as a condition to Advertiser's purchase of SEO Services, Advertiser acknowledges and agrees that: (i) the success of the SEO Services is entirely dependent upon the algorithm used by third party search engines, which algorithms can change at any time, without notice; (ii) Publisher has no way of knowing when or how an algorithm will change; and (iii) as a result, it is impossible for Publisher to provide any warranty with respect to the effect that the SEO Services will have on actual traffic to Advertiser's website or the associated Microsites. **IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OF ADVERTISER'S BUSINESS, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, SUFFERED BY ADVERTISER AS A RESULT OF OR RELATED TO SEO SERVICES.**

4. Publisher-Provided Files. If Publisher provides Advertiser SEO optimized files and code, Advertiser will, or direct its website hosting vendor to, update the applicable website FTP without any alterations to the files and code provided by Publisher. It is Advertiser's sole responsibility to ensure SEO optimized files and code are added to Advertiser's website if it is not hosted by Publisher. Advertiser agrees that Advertiser's breach of this obligation will waive Advertiser's rights to bring future claims related to the contracted SEO Services, including but not limited to claims alleging breach of contract, unfair business practices, false advertising, misrepresentation, or fraud. In addition, billing will begin when Publisher provides SEO optimization files to Advertiser, regardless of when Advertiser or Advertiser's website hosting vendor updates Advertiser's website.

D Digital Multimedia Services

This Section applies to all digital audio, video, animation, rich media, or other form of a multimedia Services that Advertiser has authorized ("Multimedia Services").

1. Term. Unless otherwise specified in the applicable Order, the term of any Multimedia Services shall commence upon performance of the Multimedia Services and will be coterminous with the longest term of any other Service that Publisher provides to Advertiser.

2. Performance of Multimedia Services. Advertiser acknowledges that, given the digital nature of the Multimedia Services and the nature of the Internet: (a) Publisher is not in a position to exercise complete control over the manner or method by which the Advertising relating to the Multimedia Services will be distributed or used once made accessible to the Internet; and (b) such Advertising may be distributed by means and/or to Internet sites over which Publisher has no control (collectively, "Secondary Distribution"). Publisher will have no liability regarding any Secondary Distribution. Advertiser has made an independent investigation as to the value of the Multimedia Services and acknowledges that Publisher

has not made any representations as to monetary benefit to be received by Advertiser or the amount of calls to Advertiser as a result of purchasing the Multimedia Services. Advertiser warrants that it has performed its own independent analysis of the suitability of the Multimedia Services for the purpose which Advertiser intends and further warrants that it will comply with all legal, regulatory and/or ethical standards and practices applicable to advertising by someone in Advertiser's industry in the country, state and/or locale in which Advertiser operates and/or provides services.

3. Premium Multimedia Services. As a condition to Advertiser's purchase of any Multimedia Services which involves Publisher directly or indirectly collecting raw video, audio, photographs, other audio/visual content from or on behalf of Advertiser (a "Premium Multimedia Advertising"), Advertiser agrees that:

(a) The production of the Premium Multimedia Advertising, including where applicable the recording of raw audio, the filming of raw video and/or photographic footage at a location designated by Advertiser (the "Location Shoot"), shall be handled by one or more Suppliers.

(b) The specific attributes of what constitutes the Premium Multimedia Advertising are subject to the sole and absolute discretion of Publisher, and Publisher reserves the right to make changes to those attributes from time to time without warning or notice to Advertiser. Moreover, Advertiser's participation in optional portions of the Premium Multimedia Advertising production, like the Location Shoot and/or the personal interview, are entirely contingent upon Advertiser's active and diligent participation in the production process and the completion and submission of all necessary Ad Materials and paperwork.

(c) Advertiser shall be ultimately responsible for making any and all arrangements for the collection of the raw audio, video, or visual footage for Premium Multimedia Advertising, including but not limited to finding a suitable location, making an appointment for the Location Shoot with the applicable Suppliers, providing the people, if any, who may appear or be heard in the Premium Multimedia Advertising, and securing any releases, waivers or permits that may be required. Other than the fee payable to Suppliers under its contract with Publisher, Advertiser shall also be responsible for any other costs or expenses associated with the collection of video footage, including, without limitation, location fees, appearance fees, license fees, permit costs, choreography fees, costume costs, damages to premises, injuries, etc.

(d) If Publisher or a Supplier determine that there is any problem with the location designated by Advertiser for the Location Shoot, Publisher and/or the Supplier may use their respective sole and absolute discretion to replace or supplement footage of the designated location and/or personnel with stock audio, video and/or visual footage selected by Publisher and/or the Supplier. In the event of such occurrence, neither Publisher nor the Supplier shall have any liability to Advertiser and there shall be no adjustment to the rate Advertiser will be charged for the Multimedia Services.

(e) Except with respect to Advertiser's limited right to request changes to the Premium Multimedia Advertising, Advertiser shall have no editorial rights with regard to the Premium Multimedia Advertising.

(f) Regardless of the Premium Multimedia Advertising Services option requested by Advertiser, if Advertiser fails for any reason to diligently pursue and participate in the completion of the collection of audio, video or photographic footage, including the Location Shoot, necessary for Publisher to perform any Services with respect to the Premium Multimedia Advertising, Publisher may, at its sole discretion and without notice to Advertiser, cancel or forego the collection of footage and fulfill the Advertiser's order with a comparable Multimedia Advertising Service using stock content selected by Publisher or with a comparable Service which does not require such content.

II. LEADS BASED ADVERTISING

The Leads Based Advertising category generally refers to Services which are focused upon the delivery of one or more types of Actions. Unless otherwise expressly provided in the applicable Order, Leads Based Advertising does not include, and Publisher hereby expressly disclaims, any commitment with respect to placement, publishing or distribution of Advertising, except as Publisher determines in its sole discretion is necessary to deliver the Minimum Action Commitment associated with the particular Leads Based Advertising in question. Other than the express Minimum Action Commitment associated with particular Leads Based Advertising, Publisher further disclaims any representation or warranty with respect to any other metric associated with the Advertising, including reach, impressions, distribution or traffic.

A. Search Engine Marketing

This Section applies to all internet search engine based Services Advertiser has authorized, including Publisher's current ypConnect, ypSearch, ypSearchPro and ypClicks Services (or those products' functional equivalents in the event of a name change or product reclassification) ("SEM Services").

1. Term. Unless otherwise specified in the applicable Order, the term of any SEM Services shall commence upon performance of the SEM Services and will be coterminous with the longest term of any other Service that Publisher provides to Advertiser.

2. Description of Services. Publisher or its Supplier will provide certain internet search based advertising services designed to generate leads, clicks, calls, searches, views, impressions, or other interactions with Advertising (each, an "Action"), as applicable, and will deliver the resulting Actions to advertiser. The SEM Services generally include tracking of an advertiser's YP-related search engine marketing activity (which tracking generally requires implementation of Proxy Services). Publisher may take actions to optimize the SEM Services, including adding or removing keywords. 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 clicks monthly 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 media spend. For all SEM Services, Publisher will charge a fee for its 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. Due to the nature of internet distribution, it is possible that Actions may originate from sites which are potentially objectionable or offensive to Advertiser. All

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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 campaigns. 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 (referred to in the Master Agreement as "Suppliers"), Advertiser authorizes and directs Publisher to participate in the Google AdWords program, Yahoo Advertising program(s) and Bing Ads program (or such other equivalent programs) on Advertiser's behalf, subject to the following additional terms:

(a) Keyword Campaign Administration. 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 that will be incorporated therein. Within the overall scope of the agreed-upon campaign, Advertiser hereby authorizes Publisher to manage 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.

(b) 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 the applicable search engine Supplier (in the case of Google, the AdWords Program found here <http://support.google.com/adwords?hl=en>, including Google's Privacy Policy, Terms of Service and AdWords Advertising Policies linked from the bottom thereof) 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/>.

B. Pay Per Call

This Section applies to any Service identified as "pay per call" in the applicable Order (the "PPC Service").

1. Description of Service. Publisher will arrange for specially designated telephone numbers (the "PPC Number(s)") for placement in Advertiser's Advertising (for purposes of the PPC Service, the "Related Advertising"). Publisher will arrange for calls placed to the PPC Number(s) to be remote call-forwarded to the telephone lines designated by Advertiser in the applicable Order. Advertiser will ensure that all calls to the PPC Numbers are diligently and consistently answered consistent with the terms hereof and in a manner appropriate for the PPC Service and the business in which Advertiser operates. Advertiser will ensure that any answering systems, answering services, or other systems or services which Advertiser uses in connection with answering calls to the PPC Numbers 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. In accordance with the payment plan option selected in the applicable Order, Advertiser will (a) pay the price per call specified in the applicable Order (the "Price Per Call") for every "Qualified Call" as defined below (the "PPC Select Option"), or (b) pay the Price Per Call for the total number of billable calls received multiplied by the "EZ Factor Percentage" specified in the applicable Order ("PPC EZ Option"). Except as otherwise set forth herein, the amount paid pursuant to either option shall be in addition to any subscription amounts applicable to the Related Advertising pursuant to the Agreement. Advertiser acknowledges and agrees that the PPC Select Price Per Call and the PPC EZ Factor Percentage are set at levels which assume that some (or all) of the calls received by Advertiser, including Qualified Calls, may not generate revenue for Advertiser.

2. PPC Numbers. Any Advertiser who subscribes to PPC Service authorizes Publisher to procure a CTN dedicated for use with the PPC Service (the "PPC Number") for placement into Related Advertising and to remotely forward or redirect calls made to that PPC Number to Advertiser's designated business telephone line, for the duration of the term of the PPC Service. Advertiser may publish or distribute the PPC Numbers in any other location, media, or venues, including other advertising or promotional materials. The PPC Numbers will not generally be available through traditional directory assistance, although Publisher reserves the right, in its sole discretion, to distribute the PPC Numbers through non-traditional forms of directory-assistance-type services and/or other forms of voice-enabled or otherwise accessible electronic and/or digital listing, directory, or directory-like services. (Although Publisher does not generally place PPC numbers on standard directory assistance services, Advertiser acknowledges that PPC Numbers obtained from third-party data-mining and list vendors may be made available on such directory assistance services.) Advertiser has no rights to the PPC Numbers and Publisher and/or its Supplier(s) shall be free to re-use or re-assign the PPC Numbers as warranted. Advertiser acknowledges and agrees that, unless otherwise expressly agreed to by Publisher, no URL or phone number other than the PPC Number may appear in any Related Advertising.

3. PPC Select Qualified Calls and PPC EZ Calls. With respect to PPC Select, any call to the PPC Number that meets the chargeability guidelines established by Publisher shall be a "Qualified Call" hereunder. With respect to PPC EZ, any call to the PPC Number that is not blocked (except for duplicate calls originating from the same calling party number within a three-day period) shall be an "EZ Call" hereunder. Advertiser agrees to pay the agreed price per call for all Qualified Calls and EZ Calls, whether answered by a live person, automated interactive voice response system, voicemail or other voice or audio mechanism or other media. Advertiser's payment obligation with respect to the Price Per Call for Qualified Calls and EZ Calls is based solely on the number of such calls and not on any ability to convert the calls to sales, or other business relationships, and Advertiser agrees that Publisher and Suppliers will not have any liability for Advertiser's ability or inability to convert Qualified Calls and EZ Calls to sales or other business relationships. Advertiser hereby expressly agrees that Publisher's invoices shall be the sole and definitive measure of the number of Qualified Calls or EZ Calls to the PPC Number and Advertiser agrees to pay the

amounts as invoiced in accordance therewith. 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 three (3) months from the date of such call) or it shall be deemed to have been forever waived by Advertiser. Questions concerning Publisher's PPC Select chargeability guidelines for Qualified Calls should be directed to Publisher's Advertiser service representatives at 800-479-2977.

4. DISCLAIMERS AS TO CALLS / ADVERTISER'S INDEMNIFICATION OF PUBLISHER. PUBLISHER EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE SOURCE, QUALITY, OR VOLUME OF CALLS WHICH THE PPC SERVICE AND RELATED ADVERTISING MAY GENERATE FOR ADVERTISER, AND DISCLAIMS ANY WARRANTY IN RELATION TO ANY CALL RECORDING PROVIDED, INCLUDING THE RECORDING AND STORAGE OF CALLS, ACCESS TO RECORDED CALLS, OR THE PRIVACY OF INFORMATION INCLUDED IN SUCH RECORDED CALLS. ADVERTISER'S INDEMNIFICATION OBLIGATION AS DESCRIBED IN THE AGREEMENT SHALL APPLY TO CLAIMS BASED ON THE ACTS OR OMISSIONS OF ADVERTISER RELATED TO ADVERTISER'S AUTHORIZATION OF, ACCESS TO, AND/OR USE OR MISUSE OF CALL RECORDINGS, INCLUDING CLAIMS RELATED TO ADVERTISER'S NOTICE TO AND OBTAINING OF CONSENT TO THE RECORDINGS FROM ITS EMPLOYEES.

5. PPC Service Guidelines and Advertiser Responsibilities. Advertiser acknowledges that Advertiser will be billed either for (a) all calls meeting Publisher's Chargeability Guidelines (PPC Select) or (b) a percentage of all calls received without respect to Publisher's Chargeability Guidelines (PPC EZ), regardless of the nature of the calls or Advertiser's ability to convert the calls into sales. PPC Select per call charges based on calls meeting the Chargeability Guidelines will NOT be reversed or refunded except in instances of system errors or service failures. Publisher's Chargeability Guidelines (PPC Select) can be accessed at http://paypercall.ypp.com/documents/Help/Popup/Popup_ChargedCallRules.asp.

6. Billing. Publisher will prepare Advertiser's monthly invoices for the PPC Services based upon call tracking reports prepared by Publisher or Suppliers. With respect to PPC Select, Publisher shall apply its chargeability guidelines, in its sole and absolute discretion, to convert the information in the call tracking reports to Qualified Calls for purposes of the monthly invoices. With respect to PPC EZ, Publisher shall convert the information in the call tracking reports to EZ Calls for purposes of the monthly invoices. Such tracking reports shall be the only and definitive measure of the number of chargeable calls and shall determine Advertiser's related obligations for all purposes of this Agreement. No other measurements or usage statistics from any source whatsoever shall be accepted by Publisher or Advertiser, nor shall it have any applicability to either party's obligations or rights under this Agreement. Unless otherwise expressly agreed to in writing by Publisher, (a) THERE IS NO CEILING OR OTHER LIMITATION UPON THE NUMBER OF QUALIFIED CALLS OR EZ CALLS FOR WHICH AN ADVERTISER MAY BE CHARGED; 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.

7. Notice. EFFORTS TO DISABLE OR CIRCUMVENT THE PPC SERVICE OR FAILURE TO PAY AMOUNTS WHEN DUE HEREUNDER MAY RESULT IN THE PPC SERVICE BEING DISCONTINUED. IN THE EVENT OF ANY DISCONTINUANCE WITH RESPECT TO ONE OR MORE PPC NUMBERS, PUBLISHER MAY RE-DIRECT CALLERS TO THE PPC NUMBERS TO ONE OR MORE FORMS OF ELECTRONIC DIRECTORY, WHICH DIRECTORY MAY OFFER TO CONNECT CALLERS WITH ALTERNATIVE SERVICE PROVIDERS, INCLUDING POTENTIAL OR EVEN DIRECT COMPETITORS OF ADVERTISER. ADVERTISER AGREES THAT PUBLISHER SHALL BE FREE TO RE-DIRECT CALLS TO ANY DISCONTINUED PPC NUMBER AS IT SEES FIT AND THAT PUBLISHER SHALL HAVE NO LIABILITY TO ADVERTISER IN CONNECTION WITH ANY DISCONTINUANCE OR CALL RE-DIRECTION.

8. Rates. The subscription price of any Related Advertising quoted in the applicable Order(s) represents a special discount which Advertiser is receiving in consideration for Advertiser's participation in the Pay Per Call Service (the "PPC Discount"). The PPC Discount is entirely contingent upon Advertiser's timely payment of any and all charges due pursuant to the Agreement. If Advertiser does not make timely payments of all such amounts, Publisher may, at its sole and absolute discretion, retract Advertiser's eligibility for the PPC discount, at which time Advertiser shall become liable for the full rate subscription amount of the related advertising, at its then current subscription rates. The Price Per Call applicable to Qualified Calls and EZ Calls is a fair, market rate for the PPC Service which has been negotiated between two business parties. The Price Per Call and the EZ Factor Percentage are negotiated terms and are not in any way intended to be tied to or be a reflection of Publisher's underlying costs of fulfilling the PPC Service. Publisher is free to fulfill the PPC Service and negotiate such terms of compensation for such fulfillment as it deems appropriate in its sole and absolute discretion. Advertiser has no interest in, shall not in any way be a beneficiary of, and shall have no right to discover, inspect, question and/or challenge Publisher's contracts, arrangements and/or relationships with Suppliers. Advertiser shall not be entitled to any reduction on the Price Per Call or the EZ Factor Percentage, or an adjustment or refund of any amounts billed by Publisher as a result of any reduction of Publisher's cost structure and/or any change in the nature of Publisher's relationship with one or more vendors, distributors or designees.

9. Telephone Numbers. Advertiser authorizes Publisher and Suppliers to redirect a call made by a caller to a telephone number Advertiser specifies in the registration process. Advertiser also authorizes Publisher and Suppliers to replace Advertiser's telephone number on its website(s) (including without limitation by use of a mirrored website(s) or other place to which its vendors, distributors or designees link in their discretion) with a specially designated number when callers are directed to Advertiser's website(s) through a link in a PPC Service. 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. IN THE EVENT OF ANY CHANGE TO THE DESIGNATED TELEPHONE NUMBER(S) OR THE UNDERLYING TELEPHONE SERVICE(S), IT IS ADVERTISER'S SOLE AND EXCLUSIVE RESPONSIBILITY TO ENSURE THAT SUCH CHANGES DO NOT RESULT IN AN INTERRUPTION TO THE PPC SERVICES. Publisher shall be entitled to charge for, and Advertiser shall be obligated to pay for, any calls placed to the PPC Number(s) but not received by Advertiser as a result of any interruption, modification, alteration or disconnection of telephone service to any telephone number designated by Advertiser for use with the PPC Services. The PPC Number(s) will not generally be available through traditional directory assistance and, except as otherwise expressly agreed to by Publisher in writing, Advertiser has no rights to the PPC Number(s) and Publisher and/or Suppliers shall be free to re-use or re-assign the PPC Number(s) as they see fit and without any obligation to Advertiser. Publisher reserves the right, in its sole discretion, to distribute the PPC Number(s) through non-traditional forms of directory assistance type services and/or other forms of voice enabled or otherwise accessible electronic and/or digital directory, directory-like or listing services.

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IV. DIRECT ADVERTISING

The Direct Advertising category generally refers to Services which are related to the direct marketing and/or direct response form of [advertising](#) designed to allow Advertisers to communicate directly to a consumer via a particular specified medium (telephone calls, text messages, e-mails, post cards, etc.). Unless otherwise expressly provided in the applicable Order, Direct Advertising is tied to the distribution by Publisher or its Suppliers of a specified number of messages via the agreed upon medium. Publisher hereby expressly disclaims any Minimum Action Commitment (as that term is defined in Section VI. E.) with respect to any form of Direct Advertising or any commitment with respect to a certain level of delivery, impressions, reach, distribution, traffic or any other metric associated with performance.

A. Direct Messaging Services (Generally).

This Section applies to all direct messaging services (including printed messaging, such as direct mail, as well as electronic messaging, such as text messaging and/or similar short messaging services and/or voice based communications) that Advertiser has authorized ("Direct Messaging Services").

1. Do Not Call / Anti-Spam Responsibility. Advertiser is solely responsible for compliance with all applicable anti-spam, do not call, do not contact 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 and/or elects to utilize the Direct Messaging Services. Given the nature of the Direct Messaging Services, Publisher is not in a position to determine which laws, statutes, orders, regulations or requirements may apply to Advertiser and/or the particular business, industry or geography in which Advertiser operates or advertises and hereby expressly disclaims any responsibility to notify or advise Advertiser of such laws, statutes, orders, regulations and requirements. Advertiser hereby expressly agrees to hold Publisher harmless and indemnify Publisher for any claims related to Advertiser's use of the Direct Messaging Services in contravention or violation of any applicable laws, statutes, orders, regulations or requirements.

2. Performance of Direct Messaging Services. As a condition to Advertiser's receipt of any Direct Messaging Services, Advertiser acknowledges and agrees that: (i) all content contained in communications sent via Direct Messaging Services shall be Advertiser Generated Content for purposes of this Agreement; and (ii) Publisher reserves to the YP Parties and Suppliers the right to record the date, time, end user phone number and/or contact information and content of all Advertiser Generated Content sent to end users for any purpose as such party may determine in its sole discretion.

B. Text Marketing Advertising

The following terms apply to Publisher's current "Text Marketing" text messaging offerings (or those products' functional equivalents in the event of a name change or product reclassification) ("Text Marketing Services").

(i) Definitions. Unless otherwise expressly indicated on the applicable Order, "Total Number of Texts" shall be the maximum number of messages / texts that the Order identifies will be delivered during the terms of the applicable Direct Messaging Service for no additional cost to the Advertiser. Unless otherwise specified in the applicable Order, the Total Number of Texts shall be 60,000. The "Cost per Additional 1000 Texts" shall be the rate at which Advertiser will be billed per 1000 messages / texts above the Total Number of Texts, with the additional number of messages / texts rounded up to the nearest 1000. Unless otherwise specified in the applicable Order, the Cost per Additional 1000 Texts shall be Ten Dollars (\$10).

(ii) Term. Unless otherwise specified in the applicable Order, the Term of any Text Marketing Services shall commence upon the first date on which Publisher performs the Text Marketing Services and shall otherwise generally be coterminous with the longest term of any other Service which Advertiser may have in place with Publisher that displays the Text Marketing Services icon and tag line, provided however, that if no date is indicated the initial term shall default to twelve months.

(iii) The Text Messaging Services / End User Opt-Ins. Text Marketing Services generally allow third party consumers / End Users to access and receive communications concerning offers, promotions and discounts, together with related contact information (collectively, "Text Messaging Communications"), from Advertiser and other advertisers that the End User specifically requests to receive. In the case of Publisher's current Text Marketing Services offering, the Text Messaging Communications are in the form of SMS text-based messages, but other Text Marketing Services may take other forms. The ability of End Users to receive such Text Messaging Communications and the ability for Text Messaging Communications to be delivered to End Users on Advertiser's behalf will be subject to the voluntarily opt-in and registration of the End Users. Publisher has the sole right to determine the requirements and protocols related to the opt-in and registration ("Opt-in Requirements") of End Users, which may change from time to time and in Publisher's sole and absolute discretion. Updated Opt-in Requirements will be accessible to End Users using the Text Marketing Services and will be available online at <http://www.yip.com/about/legal> (or such other site as Publisher may designate for that purpose). Unless otherwise specified in the Order, all advertising provided by Advertiser for use in connection with the Text Marketing Services must be in standard text message format (no premium text messages) and Advertiser's failure to provide advertising that conforms to the specifications required in connection with the Text Marketing Services may result in Advertiser's limited ability to access and use the Text Marketing Services.

(iv) Pricing/Billing. Pricing for the Text Marketing Services is set out in the applicable Order. Advertiser will be permitted to send a maximum of messages / texts equal to the Total Number of Texts during the Term. Messages / texts in excess of the Total Number of Text will be billed at a rate equal to the Cost per Additional 1000 Texts, with the additional messages rounded up to the nearest 1000. Upon reaching the Total Number of Texts, Publisher will: (1) issue Advertiser notice (which notice may be sent, at Publisher's discretion, to the e-mail or the mailing address which Publisher has on file for the Advertiser) and (2) commence billing Advertiser monthly for any excess messages. These charges will be rounded up to the nearest 1000, and no proration will take effect.

(v) Advertiser's Obligations / Limits. To the extent Advertiser submits an Order for Text Marketing Services and requests a custom number and/or code, Advertiser acknowledges that such number or code will be treated as a CDL (as defined below). Advertiser will not exceed the maximum permitted number of Text Messaging Communications (currently FOUR) that may be sent to any individual End User per calendar month. Advertiser further covenants and agrees that Advertiser shall not transmit, distribute or deliver any unsolicited bulk or commercial communications to any End User via text message or other methods using contact details belonging to any End User. Advertiser acknowledges that Advertiser will be held liable for any and all claims related to Advertiser's breach of the foregoing. In the event Advertiser receives notice by

any End User that such End User wishes to discontinue receiving Advertiser's Text Messaging Communications, Advertiser will promptly notify Publisher of such request and Advertiser will promptly take any appropriate action within Advertiser's control to refrain from sending to such End User any additional Text Messaging Communications.

C. Digital Express Direct Mail Services. The following terms apply to Publisher's current Digital Express direct mail offerings (or those products' functional equivalents in the event of a name change or product reclassification).

(i) Digital Express Membership Levels. A Digital Express Membership ("DE Membership") included on the applicable Order entitles Advertiser to the applicable membership benefits specified for the membership level purchased, as those benefits are described on <http://www.digitalexpress.yip.com> (the "DE Website"), for a one-year period beginning on the date of activation of the DE Membership on the DE Website or one calendar month from the date of execution of the applicable Order, whichever occurs first. In connection with the purchase of a DE Membership level, Advertiser will be provided with a promotion code that Advertiser may use to register for the prescribed level on the DE Website. Individual orders for Digital Express direct mail, on-demand printing and email marketing services (the "Advertising" with respect to these Services) purchased pursuant to the DE Membership will be placed on and fulfilled through the DE Website, or such other website as Publisher may designate from time to time and in its sole discretion, and will be subject to the then current Terms of Use located on the DE Website or such other website (the "DE TOUs"). By executing the applicable Order, Advertiser is agreeing to be bound by the DE TOUs. The charge for a DE Membership is non-refundable whether or not used to purchase DE Services, and Publisher shall have no liability in the event of Advertiser's failure to make proper and timely use of any promotion code and/or membership benefits. To cancel a DE Membership, Advertiser must notify Publisher by email sent to info@digitalexpress.att-mail.com no later than 30 calendar days from expiration of Advertiser's current DE Membership period. Upon receipt of timely notice, Publisher will cancel the membership provided Advertiser has not used the renewed membership prior to the request for cancellation.

(ii) Digital Express Plus and 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 Digital Express Plus print direct mail, on-demand printing and email marketing services purchased by Advertiser (the "Advertising" with respect to these Services) in the Order, at the prices and in the quantities and time frames 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 and Advertiser-provided artwork, content and other information needed to fulfill the Advertising as requested by Publisher (the "Fulfillment Information"). If the Fulfillment Information is not provided as requested, Publisher may in its sole discretion cancel the Order, in which event Advertiser will be obligated to reimburse Publisher for its costs, or to postpone mailing and/or production of the Advertising to a later date as may be agreed upon with Advertiser. Advertiser expressly consents to Publisher providing its Supplier with all Fulfillment Information and other relevant information regarding Advertiser in connection with the production and/or fulfillment of the Advertising. Although Publisher will make a commercially reasonable effort to 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.

IV. LOCAL DISPLAY ADVERTISING SERVICES

This Section applies to all display Services that Advertiser has authorized, including Publisher's current Local Display Services (such as Local Online Display, Premium Online Display, Branded Response Online Display, and YP Local Display Advertising - Enhanced offerings or those products' 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"). Unless otherwise specified, this Section does not apply to National Performance Advertising.

1. Display Services Characteristics. Unless otherwise expressly provided for in the properly authorized applicable Order(s): (i) the Display Services shall consist of the placement of a banner or comparable advertising media displayed on a medium and venue selected by Publisher, in its sole discretion, which may include the placement on one or more mobile telecommunications enabled advertising platform(s) provisioned by or through Publisher, for the Minimum Action Commitment, if any, set forth on the applicable Order; (ii) with respect to Display Services, any Minimum Action Commitment shall be for the delivery of impressions, at Publisher's discretion; (iii) Publisher may change the medium, venue, or Supplier used to display Advertising pursuant to the Local Display Services from time to time in its sole discretion and without notice to Advertiser; (iv) any Display Services will be deemed to be a "run-of-site" banner advertising campaign, to be distributed by Publisher at its discretion across its various platforms (domestically and/or internationally).

2. Regulations / Authorization. Advertiser acknowledges that any Display Services shall be subject to any Regulations, specifications and/or 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. With respect to mobile distribution, that would include Regulations, specifications and/or standards applicable to mobile telecommunications carriers. All placements on any medium and/or venue in the performance of the Local Display Services shall conclusively be deemed to have been approved by Advertiser. Advertiser hereby grant(s) all necessary consent and/or authorization in furtherance thereof.

3. Term. The term of any Display Services shall be set forth in the applicable Order, except that for Local Display Services, if a term is not set forth in an Order, the term will be twelve months from the first date on which Publisher performs the Local Display Services.

4. Minimum Action Commitment. Advertiser acknowledges that the nature and quality of Actions with respect to display based advertising may vary significantly depending upon the nature, scope, and characteristics of the individual media and venue upon which the advertising is distributed. 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's sole obligation shall be commercially reasonable delivery of the Minimum Action Commitment, consistent with the applicable Order and/or Publisher's discretion. Advertiser must make its own determination with regard to the suitability of any Display Services and the media over which it will be distributed for Advertiser's intended purpose(s). To the extent that Publisher agrees to the use of any Targeting Information and/or the application of targeting parameters with respect to any Display Services, Advertiser acknowledges and agrees that Publisher's

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commitment is limited to the use of commercially reasonable efforts and that the nature of display advertising generally limits or otherwise proscribes Publisher's ability to make any guarantees with respect to nature or quality of Actions which it reports in satisfaction of the Minimum Action Commitment.

5. Third Party Ad Servers I End-User Data. The use of any ad or image servers in connection with any Display Services shall be subject to the prior review and approval of Publisher. The use of any such server shall be conditioned upon receipt of assurances that any type of Ad Tag, pixel, cookie or other tracking or monitoring device or mechanism shall not be used without complete disclosure to and the prior written consent of Publisher. Advertiser certifies, on behalf of itself and its vendors and/or contractors, that any consumer I end-user data or information gathered, obtained or derived in connection with the use of any server shall be used exclusively for the purpose of validating the fulfillment of the Display Services addressed in the particular Order to which the data relates and shall not be retained any longer than absolutely necessary for that purpose. Advertiser agrees that it will cause its vendors and/or contractors to comply herewith. Under no circumstances will seek to obtain or otherwise retain or utilize any end-user personally identifiable information through or in connection with the Advertising and/or any other Service unless pursuant to a predetermined program which: (a) complies with all applicable Regulations, including those applicable to privacy and data protection, and (b) has been previously detailed and expressly agreed to in writing.

6. In-App Mobile Ad Network Products. With respect to mobile advertising products distributed within the context of a mobile application or similar delivery vehicle, including (but not limited to) mobile in-app display, in-app rich media and in-app video (collectively, the "In-App Mobile Ad Network Products"), Advertiser acknowledges that such Advertising or Services may involve means and methods of distribution which vary significantly from traditional forms of display advertising. Effective delivery of In-App Mobile Ad Network Products to a broad range of mobile enabled devices may require, in Publisher's sole discretion, that Advertising be resized, use different compression methods or parameters or be subject to similar changes. Unless otherwise agreed to in writing, Advertiser authorizes Publisher to make such changes without notice or further consultation with Advertiser. Publisher will use commercially reasonable efforts to comply with reporting, placement, position, adjacency and delivery schedule requirements applicable to In-App Mobile Ad Network Products in the Order. However, due to the nature of the In-App Mobile Ad Network Products: (a) Advertiser acknowledges that all In-App Mobile Ad Network Products campaigns are pre-emptible, all placement is "run of schedule," and Publisher is not able to warrant compliance with editorial adjacency guidelines for such campaigns; and (b) Advertiser agrees to assume all risks associated therewith

7. Invoicing I Payment Liability. (a) Notwithstanding anything in the Order to the contrary, the parties acknowledge that Publisher may provide proof of performance separate from any invoices generated for the Advertising. (b) Nothing in the Order shall serve to modify any pre-existing agreement or arrangement that the parties may have in place with respect to billing arrangements and/or payment obligations. Payment arrangements under the Order shall remain subject to compliance with the terms of Publishers then applicable credit policies. (c) Notwithstanding anything contained in the Order to the contrary, any request to include additional information on invoices beyond what is currently provided by established Publisher practice and procedure will be subject to the prior written approval of Publisher, at its sole discretion.

8. Distribution. (a) Unless otherwise expressly agreed on the applicable Order, Advertiser acknowledges that Fulfillment of Advertising may include distribution to any printed directory, internet directory, website, search platform, mobile platform or other means, method or location utilized by Publisher or its Supplier(s) for the distribution, fulfillment and/or display of advertising (the "Media"). Advertiser further acknowledges that may include Media as to which neither Publisher nor the Vendor generates all of the content. Advertiser further acknowledges that, depending upon the type of Advertising, the nature of distribution is such that it may not be possible for Publisher or Vendor to exercise complete control over where a particular Advertising may appear. In that circumstance, neither Publisher nor the Vendor are responsible for such content, and Advertiser acknowledges that it is not possible to avoid placing Advertising on Media which may display or promote adult content; have adult-oriented domain names, titles, or headings; that are primarily intended to promote or engage in gambling; or which might otherwise be objectionable to Advertiser. ADVERTISER EXPRESSLY AGREES THAT IN NO EVENT SHALL PUBLISHER OR ANY OF ITS AFFILIATES OR VENDORS HAVE ANY LIABILITY TO ADVERTISER OF ANY TYPE OR NATURE AS A RESULT OF ANY SUCH PLACEMENT OR ANY OTHER SUCH PLACEMENT THAT MAY BE OFFENSIVE TO ADVERTISER. (b) Publisher has the sole and absolute right and discretion to operate its business in any manner it chooses. Publisher may, at its sole discretion and without notice or obligation to Advertiser, subcontract performance of any of Publisher's obligations hereunder or to assign or otherwise transfer this Agreement or any of Publisher's rights, obligations, or duties hereunder to any person or entity at any time. Publisher may discontinue or add Media or Vendors and/or change the manner, nature, and/or scope of distribution of any Media at any time in Publisher's sole discretion and without notice or obligation to Advertiser. (c) Publisher or any Vendor may position Advertising on any location within any applicable Media, in any sequence and in association with any classified heading or keyword(s) Publisher or any Vendor deems appropriate unless otherwise specifically noted in the applicable Order(s). Publisher has the right to determine and/or change the name, look, content, headings, sequence of headings, design, policies, specifications and guidelines, printing, publication and distribution (including the Issue Life and delivery period) of any Media, in whatever format, now or in the future.

VI. ADVERTISING RELATED SERVICES

Advertising Related Services are Services which may apply to multiple categories of Advertising. Publisher shall be free to apply such Advertising Related Services as it may deem necessary in the course of fulfilling Services on behalf of Advertiser, as more particularly described in the Section applicable to that particular Advertising Related Service. However, except as Publisher may deem necessary to fulfill a Service which Advertiser has purchased, Publisher shall not be obligated to provide Advertiser with any particular Advertising Related Service unless such Service is expressly set forth in the Order or otherwise agreed to in writing.

A. Custom Digital Locations

This Section applies to Services identified as "Custom Digital Location" Services in the applicable Order and to all other Services that include and/or require the registration and/or maintenance of one or more designated URLs (each, a "CDL") (e.g., website services, search engine marketing Services, and Services that involve a specially-designated URL for tracking purposes or the use of another tracking mechanism (such Services, "CDL Services")).

1. Transfer of Existing CDLs. If Advertiser identifies in an Order an existing CDL for use with CDL Services, Advertiser authorizes Publisher to transfer the registration, administration, and control of the identified CDL to Publisher or Publisher's designee (the "Registrant"), to appear as the new technical and billing contact and the new organization and administrative (owner) contact for the URL, and to administer the URL as Publisher deems necessary in connection with the provision of the CDL Services. Advertiser further authorizes the Registrant to take any actions that the Registrant may deem necessary to effectuate the transfers and administration envisioned by this Section. Advertiser will hold the Registrant harmless for all actions of an administrative nature taken in good faith in furtherance of Publisher's provision of the CDL Services. Any transfer of a CDL will be conditioned upon termination of all Publisher-provided products or services which rely on or are related to the CDL. If Advertiser's CDL is not transferred for any reason, Publisher may charge additional fees for assisting Advertiser and its registrar(s) to appropriately configure and direct the CDL for use with the CDL Services.

2. New CDLs. To the extent Advertiser submits an Order for a Service which requires one or more new CDLs, Advertiser authorizes and directs Publisher or a Supplier, as applicable, to procure the CDLs for use with the appropriate Services. Publisher does not guarantee that any particular CDL will be available for use with the CDL Services. If none of the CDLs or alternatives requested by Advertiser are available, Advertiser may provide alternatives. If none of the CDLs or alternatives requested by Advertiser are available, or if Advertiser fails to provide reasonable alternatives in a timely manner, then Publisher may select the CDLs for use with the CDL Services on Advertiser's behalf. Unless otherwise set forth in the Order, the Registrant will pay any applicable registration fees associated with the procurement of any CDLs hereunder and shall maintain full and exclusive ownership rights of any nature with respect to any such CDLs. Advertiser will have neither actual nor expectation rights to any CDLs procured by Publisher or a Supplier. The Registrant may reassign, reuse, or otherwise republish the CDLs in association with any party and for any reason without notice, without cause, and without liability to Advertiser.

3. Trademarked CDLs. If the CDLs (including any domain names, vanity numbers, or home pages) Advertiser requests or supplies include trademarks or trade names, or to the extent that a CDL is selected for Advertiser based upon any trade name or trademark which Advertiser supplied to Publisher for use in connection with Advertising, Advertiser certifies to Publisher that Advertiser has all necessary rights (including IP Rights) to allow for the use of such mark or name for all purposes envisioned hereby, and Advertiser further agrees to indemnify and hold harmless the YP Parties against all claims, actions, losses, expenses, damages, costs, and/or liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims to the contrary. If Publisher receives a claim of infringement or misappropriation of IP Rights in connection with CDLs, Publisher shall be entitled to take all reasonable measures to protect the YP Parties and Suppliers, including discontinuance or termination of all or any portion of the associated Services, until any such dispute has been resolved to Publisher's satisfaction.

4. Return/Transfer of CDLs. Unless otherwise specified in an Order, if Advertiser is in full compliance with this Agreement upon final termination of its relationship with Publisher, Advertiser may submit a written request that Publisher transfer one or more CDLs to Advertiser. Advertiser will be responsible for all fees, costs, and expenses associated with the transfer and will promptly complete and submit all forms and paperwork requested by Publisher for completion of the proposed termination and transfer.

B. Targeting Information

This Section applies to all Services in connection with which Advertiser does or is permitted to make data or information available to Publisher in order to facilitate the use of keywords, specialized search terms, targeting parameters, or similar or related concepts in connection with or in support of Services ("Targeting Information," such Services, "Targeting Services").

1. Accuracy of Information. Targeting Information will be deemed to be Ad Materials for all purposes under the Agreement. Failure to notify Publisher of incorrect or changed Targeting Information may result in ineffective or inefficient Advertising campaigns, searchers being directed to the wrong pages of Advertiser's websites, "dead" links that result in web pages not loading correctly, and/or incorrect information being transmitted to the public. Advertiser will hold the YP Parties and Suppliers harmless for any issues arising from Advertiser's providing or updating Targeting Information.

2. Brand Name Targeting Information. If Advertiser provides Targeting Information that relies on specific names, images, or concepts selected by Advertiser that may or may not include brand names, trade names or other concepts to which someone might assert a claim of ownership (collectively referred to as "Brand Name Targeting Information"), Advertiser represents and covenants to Publisher that Advertiser has all necessary rights (including IP Rights) to allow for the use of such Brand Name Targeting Information for all purposes envisioned hereby, and Advertiser further agrees to indemnify and hold harmless the YP Parties against all claims, actions, losses, expenses, damages, costs, and/or liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims to the contrary. If Publisher receives a claim of infringement or misappropriation of IP Rights in connection with Brand Name Targeting Information, Publisher shall be entitled to take all reasonable measures to protect the YP Parties and Suppliers, including discontinuance or termination of all or any portion of the associated Services, until any such dispute has been resolved to Publisher's satisfaction. If Advertiser does not designate any Brand Name Targeting Information, Publisher may limit the Targeting Service(s) to keywords, search terms, and/or targeting parameters of a general and/or generic basis.

C. Proxy Services

This Section applies to all Services that include or require the duplication of all or part of a CDL to a website or other network resource controlled by a YP Party or Supplier ("Proxy Services").

1. Authorization; Changes. Advertiser authorizes and directs Publisher or its designee to activate Proxy Services with respect to the CDLs identified in the applicable Orders and/or such other CDLs that Advertiser may designate to Publisher from time to time. In performing the Proxy Services, Publisher may make changes that Publisher determines to be necessary or desirable for the provision of Services and/or the collection of data with respect to user interactions with Advertising or CDLs. The Proxy Services may include the duplication of some elements of a CDL to incorporate into or use in connection with other Advertising or websites.

2. Proxy Service Ad Materials. All information included in the designated CDLs are Ad Materials for all purposes under the Agreement. Advertiser represents and covenants to Publisher that Advertiser has all

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necessary rights (including IP Rights) to allow for the use of all information included in the designated CDLs for all purposes envisioned hereby, and Advertiser further agrees to indemnify and hold harmless the YP Parties against all claims, actions, losses, expenses, damages, costs, and/or liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims to the contrary. If Publisher receives a claim of infringement or misappropriation of IP Rights in connection with information included in the designated CDLs, Publisher shall be entitled to take all reasonable measures to protect the YP Parties and Suppliers, including discontinuance or termination of all or any portion of the associated Services, until any such dispute has been resolved to Publisher's satisfaction.

3. Consent and License. Advertiser authorizes Publisher to take, and consents to Publisher's taking, all actions in furtherance of the Proxy Services, including the proxying, publishing, reproduction, display, distribution, and other uses of any and all CDLs and all of their component parts (including any modification or derivative thereof that might occur as part of the Proxy Services). Advertiser grants Publisher a permanent, worldwide, fully paid license to any and all CDLs and any component parts thereof consistent with the terms of the applicable Orders and this Agreement. Advertiser hereby expressly waives any right it might otherwise have to inspect or approve (i) any portion of the Proxy Services or (ii) the use to which the CDLs, the component parts and/or the Proxy Services may be applied hereunder.

4. Technical Issues. Publisher's ability to perform the Proxy Services depends upon the accessibility and technical characteristics of the CDL. If Publisher determines that a CDL includes technical characteristics which would in any way interfere with the performance of the Proxy Services, Publisher may refrain from performing the Proxy Services with respect to that CDL. It is Advertiser's sole responsibility to ensure that a CDL remains operational and accessible at all times. If Publisher determines that a CDL may not be suitable for use with the Proxy Services, either as a result of technical issues or a lack of accessibility, Publisher may suspend the Proxy Services until any issues have been resolved and/or take such actions as Publisher may deem necessary to mitigate the impact of such suspension on the applicable Services (e.g., reactivating Advertiser's previous connections page for use with the Advertiser's YPConnect Service), all at Publisher's sole discretion and without notice to Advertiser.

D. Tracking Mechanisms

This Section applies to all Services which may include or require the use of one or more CTN(s), PURL(s), or other Tracking Mechanisms (as those terms are defined below), including Website Services and SEM Services.

1. Definitions. (a) "CTN" means a phone number provided by or on behalf of Publisher for placement in Advertising that forwards to Advertiser's separate, primary telephone line.

(b) "End User" means a third party end user who interacts with the applicable

Advertising or Service.

(c) "End User Information" means information collected individually and/or collectively with respect to one or more end user(s), which information may include, without limitation, data concerning the end user's interaction with Advertising, a CDL or other website, a time stamp (i.e., the date and time of the end user's interaction with the Advertising and/or the CDL), as well as information relating to the nature and extent of end user's interaction with the Advertising and/or CDL or website (including the order in which any subpart of or information on the Advertising, CDL or website was viewed, the length of any such viewing, the content that was viewed, any inputs made by the end user into an interactive element of the Advertising, CDL or website, the value of the end user's shopping cart (if any), etc.).

(d) "PURL" or "Tracking URL" means an Internet address provided by or on behalf of Publisher for placement in Advertising that forwards to Advertiser's separate, primary website or such other CDL as Publisher may designate for tracking purposes.

(e) "Related Advertising" for the purposes of this Section, means Advertiser's print or internet directory Advertising that makes use of a Tracking Mechanism.

(f) "Tracking Mechanism" means mechanisms, including CTNs and PURLs / Tracking URLs, designed to collect End User Information from applicable Advertising and/or CDLs. Tracking Mechanisms may also include various forms of internet cookies and web beacons, including tracking pixels inserted into Advertising and/or a CDL or an Advertiser website under this Agreement.

2. Authorization and Use of Tracking Mechanisms. Advertiser authorizes and gives full and unconditional permission and consent to Publisher to install, implement, use, and/or enable, as applicable, Tracking Mechanisms in applicable Advertising and/or CDLs and/or Advertiser's pre-existing website, where applicable. Advertiser may not use the Tracking Mechanisms for any purpose other than publication in the Related Advertising. The Tracking Mechanisms will be exclusive to Advertiser's Related Advertising for the term of the Related Advertising. Although CTNs will not generally be available through traditional directory assistance services by Publisher, CTN(s) obtained by directory service providers from third party data mining and list vendors may be made available by such directory assistance service providers. Except as otherwise expressly agreed to by Publisher in writing, Advertiser has no rights to the CTNs and Publisher and/or Suppliers shall be free to re-use or re-assign the CTNs as they see fit and without any obligation to Advertiser. Publisher may, in its sole discretion, distribute the CTNs through non-traditional forms of directory assistance type services and/or other forms of voice enabled or otherwise accessible electronic and/or digital directory, directory-like or listing services.

3. Ad Alert Feature. Advertiser consents to the use of Publisher-provided "Ad Alert" or similar feature (e.g., a 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.

4. End User Information / Call Reports or Tracking Reports / Retained Information. The Tracking Mechanisms will be used to collect End User Information, 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, at its sole discretion and depending upon the underlying Advertising and/or Service, provide to Advertiser) that show, in addition to other data, information concerning how many calls are made to the CTNs, how many Internet references or other end user interactions are redirected via the PURLs, the time and nature of an end user's interaction with Advertising and/or a CDL or other website, and/or other information collected by the Tracking Mechanisms (all such data being "Retained Information"). Advertiser agrees that such information may include the

Advertiser's Customer Proprietary Network Information under the U.S. Telecommunications Act of 1996 and related rules, regulations, and orders ("CPNI").

Advertiser may access the Call and Tracking Reports that Publisher makes available to Advertiser via a website or other means identified by Publisher. All information provided in the Call and Tracking Reports will be deemed to be Publisher's competitively sensitive, confidential and/or proprietary information. Advertiser will protect such information and will not disclose it without Publisher's written consent. Publisher may provide Advertiser with the ten-digit telephone numbers and URLs from which calls and Internet requests originate. If such originating telephone numbers and/or URLs are provided, Advertiser agrees not to provide or reveal the originating telephone numbers or URLs to any third party under any circumstance.

Advertiser consents to the collection, accumulation, retention and publication of the Retained Information and grants unrestricted permission to Publisher to use it to promote its yellow pages directories and other directory products and other services as Publisher sees fit, without approval from Advertiser. Publisher will be the sole owner of any such promotional materials created by or on behalf of Publisher using the Retained Information. Included in Publisher's right to use the Retained Information, Publisher may associate the Retained Information with Advertiser's identity, aggregate it with similar information pertaining to other advertisers, and/or use it in direct comparisons with other advertisers' or publishers' advertising and information. Advertiser agrees that Publisher may use Advertiser's business name, service marks and logos in describing Advertiser's results in any materials promoting Publisher's products and services.

5. Re-Marketing. Advertiser acknowledges that End User Information may be used for the purpose of re-marketing to an end user by sending advertising to the end user's browser when the end user is viewing another third-party website after the end user has left Advertiser's website or the CDL where the Tracking Mechanism was enabled ("Re-Marketing").

6. Privacy Policy. Advertiser will implement, maintain, and comply with an appropriate privacy policy on any website related to the Advertising to address collection and usage of End User Information, which policy an end user can view and access via a direct link from the Advertising, Advertiser's website and/or CDLs, as applicable. Advertiser's privacy policy will comply with current privacy laws and shall state that Advertiser and third parties may collect from end users of the Advertising and/or CDLs and/or other website via Tracking Mechanisms the End User Information as described above. As required by the Digital Advertising Alliance ("DAA") Behavioral Advertising Self-Regulatory Principals ("BASR") and/or any successor or replacement thereto, Advertiser will provide enhanced notice in the form of an advertising choice link at the appropriate location on the Advertising, Advertiser's website and/or CDLs outside of the privacy policy that links to ad choices that are in compliance with the BASR guidelines and gives end users of the Advertising and/or CDL(s) or website a method of opting out of Advertiser collecting data or using such information for Re-Marketing on a third party website. Advertiser will promptly notify Publisher of such opt out requests in the format specified by Publisher from time to time.

Publisher may offer, for the convenience of Advertiser, a sample privacy policy on the CDL, Advertising and/or Advertiser Website from which Advertiser may draw in the development of its own privacy policy under this section. Publisher makes no representations that such sample complies or enables compliance with Advertiser's obligations under law or this section, and no representation that Publisher will update such sample pursuant to changes in law and other requirements. Advertiser agrees that it bears sole responsibility for all such compliance.

7. Additional Disclaimers. In addition to the other disclaimers set forth in this Agreement, Publisher expressly disclaims any warranty that any Tracking Mechanism and/or the Related Advertising will generate any minimum volume of calls, clicks or website/CDL visits for Advertiser, unless otherwise expressly specified on the applicable Order.

8. Advertiser Responsibilities. Advertiser will cooperate with Publisher in the tracking of calls and Internet references by the Tracking Mechanisms. Any service changes to Advertiser's underlying telephone service, Internet service, URL or associated website (collectively, for the purposes of this Section, the "Underlying Service") may interfere with the functioning of the Tracking Mechanisms and related Services and reporting. Advertiser agrees to notify Publisher of any proposed changes to the Underlying Services a minimum of ten business days prior to initiating any such changes and, if Advertiser fails to do so, no credits will be issued for interrupted Services or tracking and Advertiser will forfeit any unpaid credits otherwise payable to Advertiser. Publisher will forward calls and redirect Internet references to another Advertiser-owned telephone line and/or URL in the event Advertiser makes changes to the Underlying Service, if the same is technically feasible without undue expense to Publisher and can be accomplished with no disruption to the tracking services.

9. Call/Click Redirect. Upon expiration, termination, or cancellation of Services involving call-forwarding and/or URL referrals, Publisher may redirect callers of the CTNs or visitors of the PURLs 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, including potential or even direct competitors of Advertiser, and Advertiser agrees that Publisher shall have no liability to Advertiser in connection therewith.

E. Action Delivery Commitments

This Section applies to all Services in connection with which Publisher commits to deliver end user actions or other quantifiable component or indicator of Advertising performance (which may include clicks, calls, searches, views, visits, impressions, form fills and/or other interactions with Advertising) (each, an "Action"). In each case, "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.

1. Definitions. (a) "Average Monthly Action Commitment" means the number of Actions the applicable Order identifies will generally be delivered each month of the term of the applicable Service.

(b) "Minimum Action Commitment" means the total minimum number of Actions Publisher is committing to deliver in connection with the Service. Unless otherwise expressly specified in an Order, the Minimum Action Commitment will be equal to the number of whole and partial months in the actual term of the applicable Services multiplied by the Average Monthly Action Commitment.

2. Delivery. Publisher will use commercially reasonable efforts to cause to be delivered a number of Actions not less than the Minimum Action Commitment, if any, indicated on the applicable Order for the applicable Service and/or Advertising. Publisher's commitment is limited solely to the total Minimum Action

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Commitment. Publisher does not warrant that any particular number of Actions will be delivered in any particular period of time, including the Average Monthly Action Commitment and/or the Minimum Action Commitment.

3. Limited Recourse for Undelivered Minimum Action Commitment. To the extent that Publisher fails to deliver Actions equal to the Minimum Action Commitment as required under an Order, any Actions undelivered during the applicable term will be added to the Minimum Action Commitment for the subsequent 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 or to provide reasonably comparable makegoods. This clause 3 sets forth Advertiser's sole recourse with respect to any portion of the Minimum Action Commitment which remains undelivered upon expiration of the applicable term. Publisher may, in its sole discretion, opt, in the alternative, to issue a pro rata credit for any undelivered Actions, which credit will extinguish any further obligation on Publisher's part with respect to such Actions.

4. Reporting and Invoicing. Publisher will make available to Advertiser periodic reports regarding the number of Actions delivered. Such reports will be the conclusive, definitive measurements of performance in connection with the applicable Minimum Action Commitment and will determine all related obligations for all purposes of the applicable Service under this Agreement.

5. Contested Actions. To the fullest extent permitted by law, Publisher disclaims all guarantees regarding positioning, levels, quality, or timing of Actions or the availability and delivery of any Actions on any site or service, or section thereof, owned or operated by a YP Party or Supplier. Third parties may generate Actions on Advertiser's Advertising for prohibited or improper purposes or through prohibited, improper or illegitimate means (including spiders, robots and other automated or mechanical means), and Advertiser accepts the risk of any such Actions. Advertiser's exclusive remedy, and Publisher's exclusive liability, for suspected invalid Actions is for Advertiser to make a claim for a "refund" in the form of eliminating the contested Actions for purposes of satisfying the Minimum Action Commitment. Any such "refund" for contested Actions must be made within 90 days after the date of the first such Action, and the issuance of any such "refund" shall be within Publisher's sole discretion.

6. Action Delivery Standards. Actions counted for purposes of any Action Delivery Commitment will include, as applicable: (i) all calls forwarded from a CTN whether or not Advertiser answers, Advertiser's telephone is busy, or the calls are wrong numbers; and (ii) all Internet references redirected by a proxy or via the PURLs whether or not Advertiser's URL or web site is functional. Any service changes to Advertiser's underlying telephone service, Internet service, URL, or associated website (collectively, for the purposes of this Section, the "Underlying Service") may interfere with Advertiser's receipt of delivered Actions. Advertiser is solely responsible for ensuring that changes to the Underlying Services do not result in any such interference. If any Underlying Service is disconnected, disabled or materially compromised or degraded during the term of the applicable Service, Publisher will have the option to declare any associated Minimum Action Commitment invalidated and/or terminate the Minimum Action Commitment.

7. Invalidation of the Action Commitment. Any termination of the Agreement, the Order and/or the Service will immediately invalidate the Minimum Action Commitment and shall relieve Publisher of any obligation to deliver additional Actions, including any undelivered portion of the Minimum Action Commitment or any makegoods. Upon any such termination, Publisher may, at its option, (a) invoice Advertiser for any remaining months of the current term of the Minimum Action Commitment and/or any associated Services; and/or (b) retain the amount of any remaining budget as an early termination charge. Any such termination shall also relieve Publisher of any liability for any Actions Advertiser may dispute.

F. Barcode Services

This Section applies to Publisher's current Mobile Barcode Service product offering (or that product's functional equivalent in the event of a name change or product reclassification) (the "Barcode Service").

1. Description of Service. Unless otherwise provided for in the applicable Order, the Barcode Service shall consist of a barcode provided by Publisher (the "Barcode"), which end users can scan to access the Advertiser's business listing information on the mobile version of the yp.com website, or any successor or replacement website, or such other mobile website as designated in the Order. As applicable, Publisher will also place the Barcode in Advertiser's print and/or on-line directory advertising identified in the applicable Orders(s) (for the purposes of this Section, the "Related Advertising").

2. Permitted Use Of The Service. Advertiser acknowledges that the Barcode is the property of Publisher and Advertiser shall have no right to transfer the Barcode to any third party at any time. Advertiser shall have no right to use the Barcode after termination of this Agreement or expiration of the Related Advertising, and Publisher may thereafter use the Barcode for any purpose, including by assigning it to a third party, in its sole discretion, without notice to Advertiser. During the Issue Life of the Related Advertising, Advertiser shall be permitted to use the Barcode in any advertising in any media. However, Publisher reserves the right in its sole discretion to change, suspend, remove, or disable access to the Barcode Service, at any time, with or without notice, for any reason or no reason at all. In no event will Publisher be liable for the removal of or disabling of access to the Barcode Service or any Barcode. Publisher may also impose limits on the use of or access to the Barcode Service or any Barcode in any case and without notice or liability.

3. Payment. The Barcode Service may initially be provided at no charge to Advertiser. However, Publisher reserves the right at any time to charge fees for future use of, or access to, the Barcode Service in Publisher's sole discretion. If Publisher decides to charge for the Barcode Service, such charges will be disclosed to Advertiser in writing in advance and Advertiser shall have the right to discontinue its use of the Barcode Service by providing written notice within 15 days of receipt of such written notice.

4. Disclaimer. In addition to the disclaimers in this Agreement, Publisher expressly disclaims any warranty that the Barcode or the Barcode Service will generate any minimum volume of scans for Advertiser.

G. CALL RECORDING SERVICES

Publisher offers call recording services as a feature associated with some call tracking numbers (CTN) for purposes of allowing Advertisers and Publisher to monitor quality assurance, improve customer service and/or training purposes. The services allow Advertiser to record and playback data from incoming calls ("Call Recordings") from a Calling Party (collectively, the "Call Recording Services"). For purposes of these Terms, a

third party who calls Advertiser is a "Calling Party".

1. Use of Call Recording Services; Content. Advertiser is solely and exclusively responsible for the contents of Advertiser's and the Calling Party's transmissions through the Call Recording Services. Publisher acts as a passive conduit for Advertiser to use the Call Recording Services to conduct or participate in Call Recordings. 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 use and implementation thereof.

2. 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) have access to the Call Recording Services and Call Recordings. Advertiser may not download, copy, store or otherwise remove the Call Recordings outside of the Call Recording Services. Advertiser will retain a copy of all consents obtained by Advertiser pursuant Section 1.2(a) above 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 represent and warrant to Publisher that Advertiser will only use the Call Recording Service (a) for internal business purposes, and will not allow any third party to access the Call Recording Service, and (b) for quality assurance, customer service or training purposes. Advertiser represents and warrants that Advertiser will comply with all of these obligations as a material inducement for Publisher to make the Call Recording Services available to Advertiser. If Advertiser has any reason to believe that Advertiser is not in a position to comply with these obligations, Advertiser will immediately terminate Advertiser's use of the Call Recording Services.

3. Authorization of Publisher to Review Call Recordings. By activating and utilizing the Call Recording Services, Advertiser hereby expressly authorizes Publisher and/or its representatives to access the Call Recordings to monitor quality assurance, improve customer service and/or training purposes. Notwithstanding the foregoing, Advertiser acknowledges and agrees it remains exclusively and ultimately responsible for the contents, monitoring, security and administration of any and all Call Recordings.

4. Sensitive Information. The Call Recording Services are not intended for the collection of sensitive information such as social security numbers, financial information, healthcare information or payment card information ("Sensitive Information"). Advertiser may not solicit Sensitive Information from a Calling Party. If Advertiser learns of any Sensitive Information on the Call Recording, Advertiser must immediately cause that Sensitive Information to be deleted, and take measures to ensure that sensitive information will not be recorded. It is Advertiser's obligation to police the Call Recordings and cause any information of a sensitive nature to be deleted.

5. 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 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 SERVICE.

H. Comprehensive Advertising Plan

This Section applies to Publisher's current Comprehensive Advertising Plan product offering (or that product's functional equivalent in the event of a name change or product reclassification) or any other Service pursuant to which Publisher may make decisions to provide complimentary Services and/or the development of a plan for the provision of complimentary Services (the "CAP Service").

1. Comprehensive Advertising Plan and Advertiser's Participation. (a) At Publisher's sole discretion and with notice to Advertiser, as part of the CAP Services, Publisher may institute and provide a comprehensive advertising plan of complimentary Services (the "Plan") in addition to the products and services set forth in an Order. In such event, Advertiser will: (i) allow Publisher's designated representatives to make all decisions with respect to which and to what extent certain Services are included in the Plan, which mix of Services may be altered from time to time at Publisher's sole discretion; and (ii) actively participate in all planning with respect to the Plan and the CAP Services; and (iii) provide all necessary support in the form of information, data, creative materials, releases, etc. which Publisher may deem necessary in connection with either the Plan or the CAP Services.

(b) All of the Sections in these Advertiser Services Terms applicable to any of the Services provided by Publisher as part of the CAP Services are incorporated into the General Terms, and are part of the Agreement between Publisher and Advertiser.

(c) Notwithstanding the fact that Advertiser is hereby authorizing Publisher to make all 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 the 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 the Agreement. Publisher shall no longer be obligated to provide the CAP Services.

(d) 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 the Agreement, in the form of promotional and marketing value associated with the publication and distribution of Advertising as part of the CAP Services.

(e) Upon request by Publisher, Advertiser will execute all releases and other documents permitting Publisher and/or its vendor to implement the agreements in this Section. Advertiser agrees that Publisher

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may use Advertiser's business name, service marks and logos in describing Service results in any materials promoting Publisher's products and services. In its sole discretion, Publisher may provide Advertiser with the ten-digit telephone numbers and URLs from which Actions originate. If such originating telephone numbers and/or URLs are provided, Advertiser agrees not to provide or reveal the originating telephone numbers or URLs to any third party under any circumstance.

2. Access to Information. As a condition to Advertiser's continued participation in the Plan, Advertiser will: (i) diligently collect and retain all information and metrics regarding the performance of the CAP Services as directed by Publisher throughout the term of the Plan and the CAP Services; and (ii) provide Publisher with reasonable and timely access to all information that Publisher deems relevant to its evaluation of the Plan and Advertiser's participation in the Plan. Such obligations may include, without limitation, access to employees and customers. Advertiser further agrees to participate in good faith in any surveys, interviews and/or debriefing sessions that Publisher schedules in connection with the Plan and/or its evaluation process.

3. Advertiser's Further Assurances. From time to time, it may be necessary for Advertiser to execute and deliver to Publisher or Suppliers further documents and instruments in order to evidence and/or carry out the intent and purposes of the Agreement with respect to the CAP Services. Advertiser agrees to do so promptly and at no additional cost to Publisher or Suppliers. Advertiser further agrees that its failure to do so shall be grounds for Publisher terminating any Order pursuant to which Publisher provides CAP Services for cause.

4. Term. Unless earlier terminated as set forth below, the term of the Plan and the CAP Services shall be the same as the term of the Agreement and the Services provided pursuant thereto. Advertiser has no interest or rights in the use of any of the complimentary advertising services included in the CAP Services after their termination and, at such time, Publisher may use any of said services for any other purpose, in its sole discretion.

5. Termination / Suspension. Publisher may terminate or suspend the CAP Services if Advertiser fails to comply with any of its obligations under the Agreement, including those relating to active cooperation with Publisher regarding Advertiser's participation in the Plan and granting Publisher access to information about Advertiser.

6. Disclaimer of Warranties / Third Party Representations. PUBLISHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO ANY PARTY INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE RESULTS OF THE PLAN OR THE CAP SERVICES. ADVERTISER MAY NOT MAKE ANY REPRESENTATIONS TO ANY THIRD PARTY INCONSISTENT WITH THE TERMS OF THIS AGREEMENT OR THE SERVICE, OR STATE OR IMPLY THAT THE USE OF THE CAP SERVICE IS A REPRESENTATION OR GUARANTEE BY PUBLISHER REGARDING THE PERFORMANCE OR DESIRABILITY OF THE CAP SERVICE. Advertiser expressly disclaims any expectation of any benefit from the CAP Services or any other Services provided as part of the CAP Services. Advertiser acknowledges that Advertiser may ultimately see no improvement to its business as a result of the Plan or the CAP Services and/or the individual Services which the Advertiser may receive in connection with the Plan or the CAP Services.

7. Publicity / Confidentiality. Advertiser agrees not to make any public announcement regarding the Plan, Advertiser's participation in the Plan or any CAP 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. Advertiser further agrees that any information concerning the Plan and/or Advertiser's participation in the Plan shall be the confidential and/or proprietary information of Publisher and Advertiser shall take all necessary steps to ensure and maintain the confidential and/or proprietary nature of such information and to not disclose it to any third party without the express written consent of Publisher. Advertiser agrees that Publisher is entitled to seek equitable relief, including if necessary injunctive relief, in order to enforce these provisions.

VII. NATIONAL PERFORMANCE ADVERTISING

The provision of National Performance Advertising shall generally be subject to the provisions of this Section R, which shall apply to Performance Advertising Products purchased from an authorized representative for Publisher's National sales organization, documented by an appropriate National insertion order. Unless otherwise specified, "Performance Advertising Product" means Advertising or Services for which charges are based on each product's measured delivery of Actions.

1. Description of Service. Unless otherwise agreed to in writing, National Performance Advertising Products shall generally consist of the following: (a) Publisher shall: (i) arrange, either directly or via its Supplier(s), for the placement of one or more Tracking Mechanisms (as defined below) in the Related Advertising for the National Performance Advertising Product (the "Performance Related Advertising"), (ii) arrange for display of the Performance Related Advertising; (iii) measure, either directly, through Publisher's Supplier(s), or through an agreed-upon third party specified on the Order, Actions that meet the criteria for billing set forth in the chargeability parameters (as described more fully herein or on the Order) for each specific National Performance Advertising Product or service (each a "Chargeable Action"); and (iv) invoice Advertiser for same in the manner specified in the Order or, if not specified, then Publisher may elect to invoice based on either the Chargeable Actions or the total amount due based on the specified rate per Action (the "Price Per Action"); and (b) Advertiser shall: (i) pay the Price Per Action specified in the Order for every applicable Chargeable Action; and (ii) NOT misuse the Service in any way or engage in any use that is illegal or improper, including but not limited to, for adult entertainment or related services, for fraudulent or illegal business practices, for gambling or lottery activities, or for telecommunications services including as a substitute for long-distance, local toll, or toll-free number services.

2. Authorization of Tracking Mechanisms. Advertiser authorizes and gives full and unconditional permission and consent to Publisher or its Supplier(s) to install, implement, use, and enable, as applicable, Publisher-provided Tracking Mechanisms to measure Chargeable Actions in connection with the National Performance Advertising Products.

3. National Performance Advertising - Product-Specific Terms. Unless otherwise specified, National Performance Advertising Products are distinguished based upon the type of Actions (i.e. call, click, form fill, etc.) upon which billing will be based.

4. Pay Per Call Performance Product - Chargeability Parameters. Advertiser will be charged for every call

placed to the PPC number shown in Advertiser's Performance Related Advertising that satisfies the chargeability parameters established by Publisher, as set forth in the Order (each a "Chargeable Call"). Chargeable Calls include every call placed to the PPC Number and properly redirected to Advertiser's designated business telephone line, except certain "Screenable Calls", which include but are not limited to: Short Call(s), Hang-Up(s), and Duplicate Call(s), the parameters of which are as specified in the Order. The ability of Publisher or its Supplier(s) to identify Screenable Calls depends upon information that may not always be available to or accessible by Publisher or its Supplier(s), so Publisher does not guarantee that it will be able to identify all Screenable Calls and makes no prediction about the percentage of Screenable Calls it will identify or exclude for any given billing period. Publisher does not guarantee that any calls will be from potential customers and/or will be of any benefit or value to Advertiser whatsoever. Calls are deemed to be Chargeable Calls whether answered by a live person, automated voice response system, voicemail, or other answering system or method. Chargeable Calls also include calls that result in a busy signal and calls that are unanswered for a period longer than the duration noted on the Order. Subscribing Advertiser shall ensure that all calls to Advertiser's designated business telephone lines via the PPC Numbers are diligently and consistently answered, consistent with the terms hereof and in a manner appropriate for the PPC Service and the business in which Advertiser operates. Advertiser is solely responsible for maintaining its business lines and for notifying Publisher of any change in the business telephone number designated for receiving forwarded PPC calls. Unless otherwise specified in the applicable Order, the following definitions will apply to these Chargeability Parameters: (i) "Duplicate Call" shall mean any call identified as having come from the same originating telephone number as another call placed to the same Advertiser PPC Number within a certain amount of time, as specified in the Order. (ii) "Hang-up" shall mean an unanswered call which rings for less than a certain (predetermined) amount of time, as specified in the Order, before being disconnected or hung-up by the Caller. (iii) "Short Call" shall mean a call of duration less than a certain (predetermined) amount of time, as specified in the Order.

5. Cost Per Click Product Operation and Obligations. (a) Cost Per Click Tracking URLs. An Advertiser who subscribes to the Cost Per Click ("CPC") Product authorizes Publisher to place a hyperlinked (where applicable) Tracking URL dedicated for use with the CPC Product (the "CPC Tracking URL") into Advertiser's Performance Related Advertising and to redirect internet references from that CPC Tracking URL to Advertiser's website or elsewhere, as specified in the Order, for the duration of the term of the applicable Service. Advertiser acknowledges and agrees that, unless otherwise expressly agreed to by Publisher, no URL other than the CPC Tracking URL may appear in any CPC Performance Related Advertising.

(b) Chargeable Clicks / Charges. Advertiser will be charged for every click on or visit to the CPC Tracking URL shown in Advertiser's Performance Related Advertising that satisfies the chargeability parameters established by Publisher, as set forth in the Order (each a "Chargeable Click"). Advertiser acknowledges and agrees that Publisher may fulfill its commitment to provide Chargeable Clicks via its Advertising Network, and may change distribution sites from time to time in Publisher's sole discretion. Advertiser further agrees that all ad placements on distribution sites in Publisher's Advertising Network shall conclusively be deemed to have been approved by Advertiser. Publisher cannot provide Advertiser with the names of the distributors or distribution sites to which Advertiser's Performance Related Advertising will be submitted and/or the URL and/or IP address from which Chargeable Clicks were made. Publisher or Publisher's Supplier(s) will continue to fulfill Advertiser's Order for any and all Chargeable Clicks that occur until the expiration of the Product Term. Publisher will bill only for each month in which Publisher delivers Chargeable Clicks pursuant to the Order. The amount billed may vary from month to month depending on the number of Chargeable Clicks occurring during each month. Publisher does not guarantee that any Chargeable Clicks will be from potential customers for Advertiser and/or will be of any benefit or value to Advertiser whatsoever. Advertiser acknowledges that Chargeable Clicks may be the result of prohibited or improper actions by third parties or the result of spiders, robots and other automated or mechanical means. Advertiser is solely responsible for maintaining its website and for notifying Publisher of any change in the URL designated for receiving redirected Clicks per this Agreement. If Advertiser cancels the applicable Service or disables Advertiser's website or otherwise impairs the ability of Publisher to complete the redirection of the Chargeable Clicks, Publisher will still invoice Advertiser for any Chargeable Clicks that occur prior to termination of this National Performance Advertising Product.

6. Pay Per Form Fill Product Operation and Obligations. (a) Pay Per Form-fill Tracking URLs. On behalf of an Advertiser who subscribes to the Pay Per Form-fill ("PPFF") Product, Advertiser hereby authorizes Publisher to arrange for placement in the Performance Related Advertising of a hyperlinked (where applicable) Tracking URL that links to Advertiser's fillable form ("Advertiser Form") upon a click or upon entry of the applicable Tracking URL in a web browser by an End User, and to redirect internet references from the Tracking URL to the digital location of the Advertiser Form, for the duration of the term of Service. Advertiser acknowledges and agrees that, unless otherwise expressly agreed to by Publisher, no URL that connects or links to the Advertiser Form, other than the Tracking URL, may appear in any Performance Related Advertising.

(b) PPFF Charges. A chargeable, filled form ("Completed Form") for the purpose of this Agreement will be an Advertiser Form, accessed via the Tracking URL displayed in the Performance Related Advertising, which form is filled in all the required fields so designated on the form by Advertiser and subsequently transmitted to Advertiser. Advertiser agrees to pay the rate specified in the Order (the "Price Per Form-fill") for each Completed Form. Advertiser hereby represent and warrant that Advertiser has or obtains permission from End Users to collect any personal information solicited on its Advertiser Form and to allow Publisher to access or view said personal information for the purposes of verifying the validity of any Completed Form(s), if necessary. Advertiser is solely responsible for maintaining its online form notifying Publisher of any change in the URL designated to display the form.

7. Measurement of Payment for Chargeable Actions. (a) Measurement/Payment Obligation. (i) Unless otherwise specified on the Order, reports made available by Publisher, or its Supplier(s), as applicable, will determine the number of Chargeable Actions. Advertiser acknowledges and agrees that such reports and the counts contained therein shall be the only and definitive measure of the number of Chargeable Actions and shall determine Advertiser's related obligations for all purposes of this Agreement. Except as otherwise specified, no other measurements or usage statistics from any source whatsoever shall be accepted by us or have any applicability to Publisher's obligations or Advertiser's or Advertiser's rights under this Agreement.

(ii) Advertiser's payment obligation hereunder is based solely on the number of Chargeable Actions, as reported, and not on any ability by Advertiser to convert Chargeable Actions to sales, or other business relationships. Advertiser agrees that Publisher shall have no liability for Advertiser's ability or inability to convert Chargeable Actions to sales or other business relationships.

(iii) Publisher does not and cannot predict the quantity of Chargeable Actions generated by the Performance Related Advertising. There is no cap or limit on the number of Chargeable Actions, unless

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otherwise specified on the Order.

(b) Invoice. Unless otherwise expressly agreed to in writing by the parties, Publisher shall invoice Agency monthly for the prior month's Chargeable Actions provided to Advertiser. Payment for Chargeable Actions is due by the due date stated on the invoice.

(c) Taxes. Advertiser shall pay any taxes, including sales and use tax, which may be imposed as a result of the publication of Performance Related Advertising.

(d) Failure to Pay. Advertiser agrees that if Advertiser fails to make payment by the due date shown on the applicable invoice, a late charge will be calculated and assessed on the outstanding balance at the highest lawful rate per day until paid. In addition, if Publisher does not receive timely payment, Publisher may at its sole and absolute discretion temporarily or permanently disconnect and/or redirect some or all of the associated Tracking Mechanisms. PUBLISHER RESERVES THE RIGHT TO REDIRECT TRACKING MECHANISMS AS IT DETERMINES, IN ITS SOLE DISCRETION, INCLUDING REDIRECTING 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.

8. Term. (a) Term of National Performance Advertising Product(s) and Performance Related Advertising. Unless otherwise specified herein or on the Order for Performance Related Advertising, the term of any National Performance Advertising Product subscribed to by Advertiser shall be as follows: (i) Print Product Term: The term of any print National Performance Advertising Product shall be for the Issue Life of the Print Directory containing the Performance Related Advertising for that product, plus an additional six (6) calendar months or for the equivalent of six (6) additional monthly billing periods, if the billing period is not on a calendar monthly basis. Performance Related Advertising published in a Print Directory shall be deemed to be fulfilled, distributed and/or published until the end of the Issue Life for any Print Directory in which the Performance Related Advertising appears.

(ii) Internet Product Term: The term of any internet National Performance Advertising Product shall be concurrent with the term of the Performance Related Advertising for that product. The internet Performance Related Advertising Term shall run either until the end of the initial term as specified in the Order, or until such time as the Performance Related Advertising is removed from display and distribution by Publisher, whichever is soonest.

(b) Renewal. (i) Automatic Print Product Renewal. Unless otherwise specified, the Performance Related Advertising for print National Performance Advertising Products shall continue to be published in subsequent issues of Print Directories unless explicitly cancelled by Advertiser. Thus, any affiliated print National Performance Advertising Products shall also continue to be in service and billable unless explicitly cancelled by Advertiser.

(ii) Internet Product Renewal Required. Unless otherwise specified, the Performance Related Advertising for internet National Performance Advertising Products and those affiliated National Performance Advertising Products shall not continue past the initial term specified in the Order, unless explicitly renewed by Advertiser.

(c) Cancellation. Advertiser may cancel an Order for Performance Related Advertising and thus terminate the affiliated National Performance Advertising Product(s), for any reason and at any time, upon notice to Publisher. Advertiser must submit the cancellation to the Publisher Account Manager associated with Advertiser's account, in the format prescribed or approved by Publisher.

(i) Cancellation of Print Performance Related Advertising. For cancellation of an Order for print Performance Related Advertising to be effective for the next Print Directory issue, Publisher must receive written notice of cancellation on or before midnight Central Time on the date set as the deadline for advertising order submissions specified by the Local Search Association Rates & Data and Publisher directory publishing schedules (sometimes referred to as the "National Close Date") for the Print Directory to which the Order relates. If a Print Directory Order is effectively cancelled, Advertiser's print National Performance Related Advertising shall not be continued for subsequent issues of Print Directories. However, the National Performance Advertising Products shall continue to be in service for six (6) calendar months (or for the equivalent of six (6) additional monthly billing periods, if the billing period is not on a calendar basis) following the last month in which Performance Related Advertising is fulfilled, distributed, published and/or placed by Publisher, and Advertiser shall be responsible for payment of the total Price Per Action for all Chargeable Actions within that time period (the "Print Product Term", as described above). No such termination of the Performance Related Advertising or print National Performance Advertising Product(s) shall relieve Advertiser of its obligation to continue to pay for all Chargeable Actions generated during the Print Product Term.

(ii) Cancellation of Internet Advertising. Advertiser may cancel Order for internet National Performance Related Advertising, Advertiser must notify Publisher in writing of the cancellation. If an Internet Directory Order is effectively cancelled, Advertiser's internet Performance Related Advertising shall be removed from distribution and display within 30 days of Publisher's receipt of Advertiser's written notice of cancellation; provided, however, that no such termination shall relieve Advertiser of the obligation to continue to pay for all Chargeable Actions generated during the Internet Product Term (including Chargeable Actions reasonably incurred within the 30 days following Publisher's receipt of Advertiser's notice of cancellation, while the Performance Related Advertising is still being distributed and/or displayed by Publisher).

9. Display of Performance Related Advertising. (a) Advertiser acknowledges and agrees that once Advertiser's Performance Related Advertising becomes active, it may be served in response to queries on business categories that Advertiser has selected for the Performance Related Advertising, as well as different misspellings, singular and/or plural variations, or other related categories or phrases, visual items, or audio items that Publisher (or its Supplier(s), as applicable) in Publisher's sole and absolute discretion, may map to the Performance Related Advertising. For example, Publisher or its Supplier(s) may display Performance Related Advertising for the category "plumbing" in response to queries such as "plumber", "sink blockage", "sink blockages", "sinks blockage". The final decision as to the inclusion of Advertiser's Performance Related Advertising in a list of search results and the relevancy of the category and keyword designation is at Publisher' or its Supplier(s)' sole and absolute discretion.

(b) Advertiser shall only select a listing category which uses or includes a Trademark or Service Mark owned by a business or individual (a "Trademarked Category") for the Performance Related Advertising if Advertiser is an authorized seller or reseller of goods or services of the trademark owner and has the right to use the trademark therefor, or Advertiser is otherwise authorized to use the trademark in advertising without infringing on or violating the rights of another. Publisher shall bear no liability for claims

of infringement based on Advertiser's selection of a Trademarked Category for the Performance Related Advertising.

(c) Advertiser acknowledges and agrees that Publisher may fulfill its commitment to display the Performance Related Advertising via its "Advertising Network," including, but not limited to advertising and reference services, whether or not operated by Publisher or its Supplier(s) and their associated distribution networks on which Publisher publishes or arranges for the publication of advertising.

(d) Publisher may determine that effective delivery of Performance Related Advertising to a broad range of mobile devices and other channels or platforms requires compliance with different display parameters and specifications, which may involve resizing, the use of different compression methods, or making similar changes to the format of the Performance Related Advertising. As such, Advertiser acknowledges that the format of the display of Advertiser's Performance Related Advertising across different platforms or channels may vary; e.g., Performance Related Advertising may appear at a different size or resolution or with a truncated advertisement title, marketing message, or business description.

10. Publisher Bidded Pay Per Call Marketplace Terms. The following terms apply to Advertiser's use of the Publisher Bidded Pay Per Call Marketplace.

(a) Access to the Publisher Bidded Pay Per Call Marketplace is granted at Publisher's sole discretion. Publisher reserves the right, in its sole and absolute discretion, at any time and for any reason or no reason, to suspend or terminate the Publisher Bidded Pay Per Call Marketplace or Advertiser's access to or use of the Publisher Bidded Pay Per Call Marketplace, with or without prior notice, or modify the terms and conditions which govern Advertiser's use of or access to the Publisher Bidded Pay Per Call Marketplace and the data and information therein, with or without prior notice. Advertiser shall not access or use the Publisher Bidded Pay Per Call Marketplace in any jurisdiction where access to the Publisher Bidded Pay Per Call Marketplace, and the information contained therein, is in violation of law, including without limitation, state or federal confidentiality or privacy laws.

(b) Advertiser's access to the Publisher Bidded Pay Per Call Marketplace shall be subject to all of the terms and conditions set forth herein as well as the rules and policies as may be promulgated by Publisher from time to time, as well as the Publisher Privacy Policy. The terms, conditions, policies and guidelines applicable to the Publisher Bidded Pay Per Call Marketplace (the "Terms and Policies") may be modified at any time by Publisher in its sole and absolute discretion, with or without notice. If, after modification, the Terms and Policies are no longer acceptable to Advertiser, Advertiser's only recourse is to terminate Advertiser's use of the Publisher Bidded Pay Per Call Marketplace. However, if Advertiser continues to use the Publisher Bidded Pay Per Call Marketplace after the effective date of any modifications to these Terms and Policies, Advertiser's use will constitute agreement to and acceptance of the new Terms and Policies and Advertiser will be bound by the new Terms and Policies, as modified.

(c) Advertiser acknowledges that the use of the Publisher Bidded Pay Per Call Marketplace reports is informational only. Advertiser is solely responsible for Advertiser's use of the Publisher Bidded Pay Per Call Marketplace reports, and shall exercise caution, discretion, and judgment in using the data and information contained therein. Although the Publisher Bidded Pay Per Call Marketplace is intended to help Advertiser manage and better understand the nature, level, length, frequency, call price, caller location and other metrics of calls made through the use of services by Publisher, Publisher does not monitor any information accessed, and, as a result, does not guarantee the accuracy, completeness, timeliness, quality, appropriateness, legality or applicability of any reports Advertiser create or access, including without limitation, any data or information obtained in connection with Advertiser's use of the Publisher Bidded Pay Per Call Marketplace. Advertiser shall be solely responsible for handling and safekeeping the username, password and account information for each person Advertiser allow to access the Publisher Bidded Pay Per Call Marketplace. Advertiser shall be responsible for each person Advertiser authorizes to access the Publisher Bidded Pay Per Call Marketplace site, and shall update and keep current Advertiser's list of authorized users of the Publisher Bidded Pay Per Call Marketplace. Advertiser shall terminate access to the Publisher Bidded Pay Per Call Marketplace with respect to any employee or other representative that has been terminated by Advertiser or has left Advertiser's employ. Advertiser shall be solely responsible and accept all liability for Advertiser's (including Advertiser's agents' and representatives') changes, edits, modifications or additions to the information and/or data Advertiser receive through the Publisher Bidded Pay Per Call Marketplace, including but not limited to, setup values, individual users/advertisement, partner information and security.

(d) Resulting configuration and data integrity changes to data and/or information could temporarily or permanently render Advertiser's accounts and/or product unusable and Publisher shall have no liability to Advertiser in such instance. Some changes may not be able to be reversed and Publisher makes no commitment to provide its resources or personnel to assist Advertiser in reversing the changes.

(e) Publisher reserves the right, in its sole and absolute discretion, at any time and for any reason or no reason, to suspend or terminate the Publisher Bidded Pay Per Call Marketplace or Advertiser's access to or use of the Publisher Bidded Pay Per Call Marketplace, with or without prior notice, or modify the terms and conditions which govern Advertiser's use of or access to the Publisher Bidded Pay Per Call Marketplace and the data and information therein, with or without prior notice.

(f) Publisher owns all information and data in the Publisher Bidded Pay Per Call Marketplace ("Marketplace Data"). Advertiser will not sell, disclose, transfer or rent any Marketplace Data, alone or in conjunction with other information, to any third party nor use such Marketplace Data on behalf of any third party without the express written consent of Publisher. Publisher owns all tools in the Publisher Bidded Pay Per Call Marketplace. Advertiser shall not use Marketplace Data or tools that are available in the Publisher Bidded Pay Per Call Marketplace, other than in connection with Advertiser's use of the Publisher Bidded Pay Per Call Marketplace, or disclose the tools to third parties.