

INVERSELOGIX CONSULTING AND ADVERTISING SOLUTIONS MASTER AGREEMENT

PLEASE NOTE: The following provisions contain, among other things performance disclaimers, Advertiser warranties, Advertiser indemnity obligations, venue limitations and limitations on Publisher's liability. Except as otherwise specifically provided, InverseLogix liability in connection with any product or service covered by this agreement *SHALL BE LIMITED TO AMOUNTS ACTUALLY PAID TO INVERSELOGIX BY ADVERTISER* for such product or service. Please read all provisions carefully prior to entering into this Agreement.

ADVERTISER ARTWORK RELEASE: To the extent that Advertiser intends to retain any interest in any materials or concepts it submits or makes available to Publisher, either directly or via a third party (including textual, graphical, photographic, video or other elements subject to copyright, trademark or other intellectual property protection and collectively referred to as "Work(s)"), it is Advertiser's sole obligation to ensure that all such Work(s) are properly documented, including by submission of a properly completed release form.

GENERAL TERMS & CONDITIONS

THESE ARE THE GENERAL TERMS & CONDITIONS. FOR SERVICE SPECIFIC TERMS AND CONDITIONS, SEE THE "SERVICE SPECIFIC TERMS & CONDITIONS" AT THE END HEREOF AND/OR ANY RELEVANT ADDENDA HERETO.

1. AGREEMENT / ORGANIZATION. The Master Agreement for Advertising Services between Advertiser and Publisher, as those terms are defined below (the "**Agreement**") consists of: (a) these General Terms & Conditions including the terms and conditions in the particular Titles in the Service Specific Terms & Conditions set forth below and/or the terms and conditions included with any Addendum which relate to Service(s) as that term is defined below, as modified from time to time by Publisher in the manner provided herein (collectively the "**Terms & Conditions**"). For sake of clarity, more than one Title and/or Addendum may apply to any particular Advertising and/or Service, depending upon the nature and component parts of that Advertising and/or Service.; (b) any **Order(s)**, as that term is defined below, delivered by Advertiser and accepted by Publisher. For the sake of clarity, any terms and conditions contained in the Order(s) shall be incorporated into the Terms & Conditions. Upon Publisher's request, Advertiser shall execute all necessary releases and other documents, if any, permitting or facilitating implementation of the agreements reflected in these Terms & Conditions.

2. DEFINITIONS.

(A) "Action(s)" means, at Publisher's discretion and depending upon the particular Advertising in question, how Advertising is accessed, viewed or otherwise interacted with by the end users of the Media, which may include, without limitation, any clicks, calls, searches, views, impressions or other items or actions. Publisher may choose, in its sole discretion, to define, track and interpret Actions differently for different Advertising and/or Services, subject to the Order(s) and the Service Terms applicable thereto.

(B) "Addendum" means any Service(s) specific terms and conditions delivered by Advertiser and accepted by Publisher in connection with an applicable Order, which terms and conditions shall thereafter be incorporated into the Agreement with respect to such Services(s), which may include terms and conditions contained on websites or other digital locations which an Advertiser visits or is directed to as part of the Fulfillment of Advertising or a Service.

(C) "Advertising" means, individually and collectively, items of an advertising or promotional nature specified on an Order which have been accepted for placement by Publisher. The term Advertising includes both graphical and/or visual elements, as well as any related and/or informational elements.

(D) "Advertiser Information" means all information Advertiser provides, makes available (either directly to the Publisher or by making it publicly accessible) or which Advertiser arranges to have provided on its behalf, including but not limited to demographics, contact and billing information, Targeting Information, pricing information and data feeds, whether delivered pursuant to this Agreement or via any web site, API, media player, video content, mobile content, or feed associated with any Advertising or any Media.

(E) "Artwork" means the Advertising, or any portion thereof, including but not limited to, text, graphics,

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illustrations, symbols, logos, photographs, audio, video, animations, websites, and/or any information, graphical elements or visual elements contained therein to be published, displayed, distributed, disseminated, and/or incorporated into any Advertising pursuant to this Agreement.

(F) “Advertiser” means the business(es), person(s) or other legal entity (or entities) shown as “Advertiser” or “Customer” on the Order, it’s (their) owners and successors.

(G) “Custom Digital Location” or “CDL” means a digital location and/or indicia of locatability or searchability that can be claimed and/or customized for or on behalf of an Advertiser, including, by way of example only and without limitation, custom domain names, Uniform Resource Locators (“**URL(s)**”) vanity telephone numbers and/or customizable or personalizable sites, tags, home pages or other locations or indicia on search engines or social media sites.

(H) “End User” means, unless otherwise specified in applicable Service Terms, with respect to any particular Advertising and/or Service, the individual consumer toward which such Advertising or Service is ultimately directed and/or the ultimate recipient of such Advertising or Service. With respect to Advertising and/or Services with an interactive component (including websites, user interfaces, opt ins, etc.), End User will include any individual accessing such interactive component.

(I) “Fulfill” or “Fulfillment” means, with respect to any particular Advertising and/or Services, all actions reasonably necessary for or in furtherance of provisioning, design, display, publishing, distribution or otherwise placing the Advertising into the stream of public commerce, making the Advertising or Service accessible to/by an End User and/or executing upon the Service commitments contained in an applicable Order. Unless otherwise specified on the applicable Order or in applicable Service Terms, an Advertising or Service with multiple elements which are capable of being Fulfilled separately and/or at different times will be deemed “Fulfilled” for billing purposes when the first element is placed into the stream of public commerce and/or becomes accessible to/by an End User For avoidance of doubt, where applicable and subject to the terms contained herein, placement of a generic or standardized template and/or placeholder shall satisfy Publisher’s Fulfillment obligations for purposes of the commencement of billing.

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(J) “**Issue Life**” means, as to certain Media and except as otherwise provided, the time between the day on which distribution or display of such Media is commenced and the day such Media is withdrawn, replaced, discontinued or superseded. As to any printed directory or any Advertising which is tied (either directly or through bundling, etc.) to the publication cycle of any print directory, Issue Life means the first day of the month/year identified on the cover of that directory through the first day of the month/year identified on the cover of the subsequent directory. A reprint or redistribution in any form is not considered replacement or discontinuance of the Media.

(K) “**Media**” means any printed directory, Internet directory, website, search platform, mobile platform or other means, method or location utilized by Publisher for the distribution, Fulfillment and/or display of Advertising.

(L) “**Order**” means any order page or insertion order for Advertising provided under this Agreement (including any Addendum) in a form officially approved for use by Publisher, including any terms and conditions incorporated therewith. With respect to any particular Advertising, the “applicable Order” will be the Order on which that particular Advertising is addressed. An Order may include a website or other digital location and/or digital form of information collection by which Publisher collects an Advertiser’s request for Advertising and/or Services.

(M) “**Performance Data**” means data, detailed or otherwise, collected with respect to Actions and/or how End Users interact with any Advertising and/or Media.

(N) “**Preference**” means any claim on the part of Advertiser to priority and/or preferential treatment with respect to any Service sold by Publisher, including without limitation, claims of “seniority” and/or renewal or contingency rights with respect to any Advertising, whether written or otherwise. Preference may also refer to any claim on the part of Advertiser to the use of a particular Custom Digital Location or identifier of any kind.

(O) “**Publisher**” means: Inverselogix.com; Publisher may also include any other entity identified as such on any applicable Order subject to this Agreement.

(P) “**Retained Information**” means any data or information regarding Advertiser, any Advertising or any Service which Publisher, at its sole discretion, chooses to collect, compile and/or retain. Retained Information includes both Advertiser Information and Performance Data.

(Q) “**Service**” means any Advertising product and/or any related service(s) offered to Advertiser by Publisher.

(R) “**Targeting Information**” means any data or information which Advertiser provides and/or otherwise makes 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 Advertising and/or Services.

(S) “**Term**” means, with respect to this Agreement, the length of time this Agreement and its underlying Terms & Conditions remain in effect. With respect to any Advertising or Service, “Term” means the length of time the parties have contracted for the provision of such Advertising or Service pursuant to the applicable Order(s).

(T) “**Vendor(s)**” means any vendor which provides services to Publisher, including without limitation vendors which Publisher utilizes in connection with the distribution, production, tracking, billing, validation or Fulfillment of Advertising. With regard to distribution, Vendor shall include each vendor’s associated distribution networks, including each participant therein, and/or each Internet search engine on which Publisher places Advertising or through which Publisher provisions a Service. For sake of clarity, Vendors may include either affiliates of Publisher or unrelated third parties.

(U) “**End User Information**” means, unless otherwise specified in applicable Service Terms, information collected individually and/or collectively with respect to one or more End User(s), which information may include, without limitation, Performance Data, 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 the CDL (including the order in which any subpart of or information on the Advertising or CDL was viewed, the length or any such viewing, the content that was viewed, any inputs made by End User into an interactive element of the Advertising or CDL, the value of End User’s shopping cart (if any), etc.).

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3. TERM / CANCELLATION/ RENEWAL.

(A) This Agreement is effective when executed by Advertiser and delivered to Publisher or its agents, either in writing, by electronic signature or when Advertiser voice verifies Advertiser's oral request for Advertising; provided, however, that effectiveness remains conditioned upon acceptance / rejection by Publisher as described herein. Unless otherwise specified, this Agreement shall be considered accepted and executed by Publisher at its principal offices upon commencement of the Fulfillment of Advertiser's Advertising.

(B) Unless rejected by Publisher, the Term of this Agreement shall be from the effective date until this Agreement is either: (i) terminated pursuant to the terms set forth herein; or (ii) superseded by a new Master Agreement for Advertising between Advertiser and Publisher; provided, however, that in no case shall the Term exceed five (5) years. The Term of the Agreement shall be wholly separate and independent from the Term of any Advertising, Service, Order or Addendum, any of which may be cancelled or terminated in accordance with their respective applicable provisions without affecting the Term of this Agreement.

(C) The Term of any Advertising and/or Service shall be set forth on the applicable Order and/or shall be governed by the Service Terms which relate to such Advertising and/or Service. Unless otherwise specified on the Order or in the applicable Service Terms, the Term of any Order shall commence upon the Fulfillment of the Advertising addressed therein and shall continue until the Media in which the Advertising appears or with which the Advertising is associated has been withdrawn, superseded or replaced with a subsequent edition.

(D) AUTOMATIC RENEWAL OF ADVERTISING. UNLESS OTHERWISE EXPRESSLY SPECIFIED IN THE ORDER, IT IS ADVERTISER'S EXPRESS INTENTION IN ENTERING INTO THIS AGREEMENT THAT THE TERM FOR ANY ADVERTISING AND/OR SERVICE SHALL AUTOMATICALLY RENEW FOR A LIKE TERM, UNLESS CANCELLED IN THE APPLICABLE MANNER, AS MORE SPECIFICALLY SET FORTH IN THE APPLICABLE SERVICE TERMS (each a "RENEWAL TERM"). All Advertising and/or Services provided during a Renewal Term will be subject to the then-current Terms & Conditions, pricing and other terms for the applicable Advertising, copies of which shall either be provided upon request to Advertiser or made available on Publisher's official website(s) (such then current terms and conditions being the Terms & Conditions for purposes of this Agreement). Unless the Advertising is properly cancelled or otherwise terminated hereunder, and if Publisher elects to continue to Fulfill the Advertising, Advertiser hereby agrees to pay for such Advertising for each billing cycle of a Renewal Term at Publisher's then standard rates during such billing cycle for the applicable Advertising, which standard rates may be higher than the rates set forth on the applicable Order. Unless otherwise specified, Advertiser is responsible for obtaining the deadline for cancelling the renewal of any particular Advertising by calling Publisher's Customer Service Office at the number specified on the Order.

(E) Advertiser may cancel this Agreement or any renewal only by written notice signed by an authorized representative of Advertiser sent by "U.S. Certified Mail" to Publisher at Publisher's address on the applicable Order and mailed return receipt to the attention of "InverseLogix Consulting and Advertising Solutions, ATTN: Cancellation Manager within **TEN (10) DAYS** of execution / authorization. Advertiser may also cancel a particular Order or Advertising by delivering notice of cancellation by the deadline provided for on the applicable Order or in the applicable Service Terms; provided, however, that if no deadline is specified the deadline will be **TEN (10) DAYS** from execution / authorization of the applicable Order.

(F) Publisher may, upon notice sent to either the e-mail or physical address Publisher has on file for Advertiser, terminate, reject or cancel this Agreement or any Addendum or Order, in whole or in part, at any time and for any reason or no reason as determined by Publisher in its sole and absolute discretion, and in such event, if Publisher cancels, rejects or terminates this Agreement in part, this Agreement will remain effective as to any portion of any Addendum or Order not so terminated.

(G) Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate immediately with respect to any Service upon the replacement or discontinuance of such Service by Publisher.

(H) Voluntary suspension of billing activity by Publisher with respect to all or any portion of an Addendum, an Order, or any other amount due in connection with this Agreement shall not constitute termination of this Agreement and Publisher shall retain the right to enforce the remainder of the term of such Addendum or Order and

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to resume billing when and as it deems appropriate in connection therewith.

(I) Any cancellation or termination, in whole or in part, or any breach of this Agreement, including failure to make payments on a timely basis, by Advertiser shall immediately extinguish and invalidate any Preference(s) reserved for Advertiser. Solely for purposes of this extinguishment of Preference(s), Publisher shall be entitled to immediately rely upon Advertiser's verbal expression of termination, without requirement of written confirmation thereof.

4. PAYMENT / BILLING / COLLECTIONS.

(A) Except as otherwise expressly provided in the Service Terms, the full amount of all charges for Advertising represented on an Order shall be assessed upon commencement of Fulfillment of such Advertising. Notwithstanding the foregoing, unless otherwise specified by Publisher, Advertiser will pay the charges specified on the applicable Order (plus any applicable taxes, charges and/or fees) at the times specified on Publisher's invoices. Publisher typically bills on a monthly basis, however, Publisher may require payment on other than a monthly basis for credit or other reasons. Where, for whatever reason, a particular billing period is not a whole month, Publisher may adjust the charges specified in the applicable Order to account for the shorter period. Publisher reserves the right to require partial or full payment in advance as a condition of Fulfillment or to charge Advertiser a reasonable fee beyond anything specified on the applicable Order for requests that exceed Publisher's customary services, including, for example, excessive content changes, protracted design development or premise visits. Payments are due on the due date specified on the applicable Order or the invoice or, if no payment date is specified, then **THIRTY (30) DAYS** after the date of the invoice.

(B) If more than one person/entity requests Advertising under this Agreement, Addendum or Order, all such persons/entities will be jointly and severally liable for all charges due and payable. Advertiser will pay any sales, use or other local, state, federal, foreign or other taxes or governmental fees arising out of or in connection with this Agreement, Addendum or Order other than taxes based on Publisher's net income, as applicable. Publisher has the right to allocate and apply periodic payments received from Advertiser to and among charges owed by Advertiser, as it sees fit including those that are separately billed. Advertiser waives any defense to payment of the entire amounts specified on the Order based upon Advertiser's conditional tender of less than the full amount due, an offer to compromise made by Advertiser, UCC 3-311, or an alleged accord and satisfaction. No acceptance of any payment or any instrument marked with a restrictive covenant or other limited or conditional endorsement will be deemed a waiver of Publisher's rights. The allegation or existence of an error or omission shall not, in and of itself, relieve Advertiser from the obligation to make timely payments for all Advertising. If Advertiser chooses to have any Advertising removed from any Media and/or discontinued (to the extent such removal or discontinuance is practicable) prior to the end of the applicable term for such Advertising, Advertiser shall notify Publisher in writing and the unpaid balance for the entire term will become immediately due and payable.

(C) Upon Advertiser's failure to pay any invoiced amount when due, Publisher is free to accelerate the billing and collection of all remaining charges for all Advertising, without further notice to Advertiser, including charges that are separately billed and not past due. Publisher has the right to allocate payments among such remaining charges in its sole and absolute discretion. For avoidance of doubt, Publisher may apply any advance payments made for separately billed Advertising to past due balances. Advertiser will be liable to Publisher for any returned check fees and any other fees allowed by law. Advertiser further agrees to pay attorneys' fees and costs that Publisher or its agents incur in collecting any unpaid amounts.

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(D) In the event of late payment, nonpayment or any other breach of this Agreement, or Addendum or Order by Advertiser, Publisher may, in its sole discretion, remove or cause to be removed any Advertising, in whole or in part and whether covered by this Agreement or any other contract or agreement, Addendum or Order Advertiser may have with Publisher or any of its affiliates, from any Media and suspend all Services hereunder if payment is not received by the due date. Publisher may also, in its sole discretion, repurpose and otherwise reallocate any Advertising or Media inventory and/or Services which may have been allocated toward the use of or support of the Advertising, and Advertiser shall have no rights with respect to any such inventory and/or Services, including, for example, specially assigned telephone numbers which Publisher may have arranged for placement in any Advertising. Any suspension of Services by Publisher under this Agreement shall not, in and of itself, act to cancel or otherwise terminate this Agreement and Publisher shall still be entitled to enforce the remainder of any term for Advertising or Services, including any Renewal Term. Advertiser's prompt payment of any costs that Publisher incurs to suspend services or remove or cause removal of Advertising, or to resume Services or to replace or cause the replacement of Advertising, will be a condition to Publisher's resumption of Services and the replacement of Advertising. Any suspension of Services by Publisher hereunder shall not, in and of itself, act to cancel or otherwise terminate this Agreement and Publisher shall still be entitled to enforce the remainder of any term for Advertising or Services, including any Renewal Term.

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(E) CREDIT WORTHINESS/ DENIAL OF CREDIT. (i) Publisher may require Advertiser to provide information regarding its creditworthiness. (ii) Publisher has the right, but has no obligation, to disclose any or all information it has concerning Advertiser to any of its affiliates and/or any third parties, including credit-reporting agencies. (iii) If Advertiser's application for business credit is denied, Advertiser has the right to a written statement of the specific reasons for the denial. **Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.**

(F) LATE PAYMENT INTEREST CHARGE. If payment is not made by the due date on Publisher's invoice and/or this Agreement, Advertiser agrees to pay an interest charge of 1½% per month (or the highest lawful rate if it is less) beginning on the billing date, on the past-due amount until paid. Advertiser agrees that this interest charge is a reasonable charge to compensate Publisher for the inability to use the funds Advertiser has not paid to Publisher. **(NOTE: NO INTEREST CHARGE WILL APPLY IF ALL PAYMENTS ARE PAID WHEN DUE.)**

(G) COLLECTION ACTIVITY FEE. If Advertiser fails to make payments as specified herein, Advertiser agrees to pay reasonable attorney fees and other legal expenses associated with collection of Advertiser's account(s), and to pay Publisher's reasonable collection costs associated with collection of the amount(s) due. Advertiser agrees that Publisher's collection costs include both internal and external costs of Publisher and that it would be impractical and cost-prohibitive for Publisher to calculate the actual costs associated with collection activities for each Advertiser's account. Advertiser agrees to pay a Collection Activity Fee ("CAF") in the amount of \$25.00 each month if Advertiser does not pay Publisher the full amount of charges due by the invoice due date, as an offset to Publisher's internal and external aggregate activities-based costs for the handling and/or collection of delinquent charges/accounts. Advertiser agrees that the CAF is not an interest charge for the time value of unpaid money and recovers costs that are different from the costs recovered by the late payment interest charge described in 6(f). **(NOTE: NO CAF WILL APPLY IF ALL PAYMENTS ARE PAID WHEN DUE.)**

(H) INACTIVITY. If Advertiser fails to claim funds remaining on account with Publisher within 180 days of the last date upon which all Advertising and/or Services hereunder terminated and were not renewed, Advertiser agrees to pay Publisher a reasonable fee for the maintenance and administration of those funds equal to \$25.00 per month. Publisher shall be entitled to deduct this fee directly from the funds on account on a monthly basis until such time as Advertiser arranges for the transfer of such funds, or the funds have been exhausted. In the event that Publisher issues a refund or credit in connection with this Agreement, if Advertiser fails to claim such refund amounts within 180 days of the date of such issuance, Advertiser shall be deemed to have waived such refund or credit and Advertiser shall have no claim to any amounts offered in connection with such issuance.

(I) If Advertiser receives incentive pricing for any Advertising based on a commitment by Advertiser regarding any other Advertising or Services purchased by Advertiser from Publisher, including Advertising purchased under a separate Order, and Advertiser subsequently cancels or fails to meet Advertiser's commitment regarding any such Advertising, the incentive pricing will revert to, and Advertiser will be obligated to pay, the full undiscounted charge for the Advertising for which incentive pricing was received. Publisher may create, revise or cancel a Publisher discount or promotional offering at any time prior to the effective date of any Order on which such offer may appear. No discount offered to Advertiser obligates Publisher to offer any future discount.

(J) All Advertising charges associated with this Agreement are fully due and payable, notwithstanding: (i) any disconnection of telephone service to any telephone number, interruption of any website or CDL or disablement of any e-mail address appearing in any Advertising; (ii) any discontinuance or change of location of the telephone service or Advertiser's advertised business; (iii) any failure on the part of Publisher or any of its affiliates to publish or Fulfill any free or complimentary Advertising product and/or directory listing; or, (iv) any change of, or transfer of ownership of, any advertised business, telephone number, website or e-mail address. Any change in or to the listed telephone number, website, e-mail or CDL address associated with Advertising, including changes to the

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classification and/or (non)publication status of a telephone number, will not, by itself, have any effect on the Term, and Advertiser acknowledges that such original listed number, URL, e-mail or CDL address will continue to be reflected in the Advertising in the same way until Advertiser has caused Publisher to correct, replace or discontinue such Advertising in the manner specified herein. For avoidance of doubt, where applicable and subject to the terms contained herein, placement of a generic or standardized template and/or placeholder shall satisfy Publisher's Fulfillment obligations for purposes of the commencement of billing.

5. ADVERTISER'S REPRESENTATIONS AND WARRANTIES / INDEMNITY.

(A) For purposes of this **Section 5**, the term "**Publisher**" includes Publisher's corporate parent(s) and affiliates, and the directors, officers, agents and employees thereof, together with any Vendor(s). All such parties shall be intended third party beneficiaries of the representations, warranties and indemnities of Advertiser contained herein.

(B) Advertiser hereby represents and warrants that: (i) Advertiser is solely responsible for the content of Advertising, including any Advertiser Information and/or Advertiser Artwork (as that terms is defined below); (ii) the individual signing this Agreement on behalf of Advertiser is authorized to bind Advertiser to the terms and conditions of this Agreement; (iii) Advertiser is a business, not a consumer; (iv) Advertiser complies and will comply with all applicable laws, rules, regulations, and licensing requirements; (v) Advertiser routinely monitors all of Advertiser's Advertising for truthfulness and accuracy; (vi) Advertiser is authorized to be and is engaged in the business of providing the product(s) and/or service(s) corresponding with the heading under which Advertiser wishes to advertise; (vii) Advertiser is authorized to advertise and display the business(es), product(s) or service(s) which appear in its Advertising and in the manner in which they appear; (viii) Advertiser will honor any promise, offer or other statement set forth in the Advertising until the expiration date stated in the Advertising or, if no date is specified, during the entire life of the Advertising; (ix) Advertiser will provide Publisher with all information, authorization and documentation necessary to Fulfill, bill, validate and/or track Advertising and/or Services and will do so in a timely manner; and (x) Advertiser is solely responsible to contact Advertiser's provider of local telephone service, e-mail administrator and/or CDL administrator to verify that Advertiser's telephone service, e-mail and/or CDL information shown in this Agreement correctly matches the information maintained by Advertiser's service provider / administrator.

(C) With respect to any Advertising or Services, Advertiser warrants that Advertiser has the necessary rights to provide and authorize Publisher to use all information provided under this Agreement, any Order and/or any related documents (**including expressly all Advertiser Information**), and that all such information and all claims, statements, products and services contained or referenced therein, whether provided by Advertiser, collected by Publisher on Advertiser's behalf and/or in any site(s) to which the Advertising refers or link(s): (i) do not violate any law, statute, ordinance, treaty or regulation; (ii) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (iii) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (iv) are not false, deceptive or misleading; (v) are not defamatory, libelous, slanderous or threatening; (vi) will be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information; and/or (vii) will not contain any content of an adult or obscene nature.

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(D) Unless otherwise expressly provided in the applicable Order, Advertiser hereby authorizes and directs Publisher to: (i) access Advertiser's website(s) and/or to otherwise access information that Advertiser makes available or publishes through other means or methods, whether electronically, via the internet, CDL or otherwise, for the purpose of gathering information for use with any Advertising or Service and/or as may be necessary in order to Fulfill, track, monitor and/or bill for the Advertising or Service, including the implementation of proxy type services, the serving of tracking cookies and/or similar mechanisms; and (ii) to utilize such information as Publisher may reasonably deem appropriate in furtherance of the Advertising and/or Service. Advertiser certifies that all such information which Advertiser makes available on its website(s) and/or otherwise publishes or makes available is true and correct and agrees, as part of its routine review of its Advertising and Services to notify Publisher in the event of any change or inaccuracy in such information. To the extent that Advertiser claims any such information as intellectual property, Advertiser grants Publisher the same license to use such information as it grants for the use of Advertiser Artwork below.

(E) Advertiser will not and will not allow anyone working for them to: (i) engage or cause others to engage in any form of spamming or improper or malicious (as reasonably determined by Publisher) clicking, impression, e-mailing, texting or marketing activities; (ii) access any Publisher network or systems for any purpose other than for internal use to access Services and/or manage its accounts(s) for which such content or data directly relates; (iii) interfere or attempt to interfere with the proper working of any Publisher network or systems; and/or (iv) use any data from any Publisher network or systems for external commercial purposes without the express prior written permission of Publisher.

(F) Advertiser acknowledges that: (i) Advertiser is purchasing all Advertising or Services for itself and/or its own benefit and any assignment or transfer of Advertising or Services hereunder without the express written permission of Publisher shall be null and void; (ii) errors, omissions or delays will sometimes occur in processing a request for Advertising or in the publication, fulfillment, tracking or distribution of Advertising, and that Publisher cannot and does not guarantee that Advertising will be published, displayed, distributed, tracked and/or delivered without error, omission or delay by Publisher, due to the possibility of such errors, omissions or delay occurring; and (iii) **Advertiser is solely responsible for ensuring that Advertising and/or Services are accurate and properly communicating all relevant information, including, without limitation, compliance with all applicable requirements of licensing or licensing bodies, taxing authorities or other regulatory bodies.**

(G) Advertiser shall be solely responsible for all fees, royalties and other amounts of any kind or nature payable: (i) to record companies, artists and all other royalty participants resulting from sales and other permitted exploitation of any copyrighted materials ("Compositions") in connection with the Advertising, (ii) to publishers or other owners of Compositions embodied in any Advertising, (iii) to artists, celebrities or any other third parties in connection with the use of their names, images, voices, and likenesses as part of any Advertising, (iv) under union or guild collective bargaining agreements with respect to any Compositions and the use thereof in accordance with this Agreement, and (v) to any and all other third parties with respect to the Fulfillment of any Advertising and/or use of Compositions in accordance with this Agreement.

(H) Without limiting any of Publisher's other rights or remedies, Advertiser agrees to notify Publisher immediately in writing at any time that Advertiser discovers or suspects that any representations made in this Agreement are not or cease to be true and correct in all respects. Advertiser acknowledges that any breach of the representations and warranties contained here, pursuant to **Section 6** or anywhere else in this Agreement or any Order or related document shall be a breach of this Agreement.

(I) ADVERTISER AGREES TO INDEMNIFY AND HOLD HARMLESS PUBLISHER, ITS PARENT(S), AFFILIATES AND VENDORS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AGAINST ALL CLAIMS, ACTIONS, LOSSES, EXPENSES, DAMAGES, COSTS AND/OR LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES INCURRED IN THE DEFENSE OF ANY CLAIMS, ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION: (1) BREACHES OF ANY REPRESENTATION AND WARRANTY MADE HEREIN, AND/OR (2) ADVERTISER'S ADVERTISING AND/OR REQUESTS FOR ADVERTISING AND/OR SERVICES.

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6. INTELLECTUAL PROPERTY.

(A) For purposes of this Agreement, the term “**Advertiser Artwork**” shall refer to any Artwork which Publisher accepts from Advertiser in connection with any Advertising and for which Advertiser submits a Publisher approved form of artwork release; provided, however, that Advertiser shall not be required to submit a separate form of artwork release for established and easily identifiable trademarks or service marks for such materials to be considered Advertiser Artwork. “**Publisher Artwork**” shall refer to any Artwork used in connection with the Advertising, other than Advertiser Artwork, including any Artwork created by Publisher (or another party on Publisher’s behalf) for the Advertising and any Artwork submitted by Advertiser which does not meet the definition of Advertiser Artwork. Publisher reserves the right to refuse to accept any Artwork submitted by Advertiser.

(B) With respect to any Artwork submitted by Advertiser or on Advertiser’s behalf, whether or not it is Advertiser Artwork, Advertiser represents and warrants that either: (i) Advertiser is the author of all images, text and other works of authorship included in the Artwork; or (ii) Advertiser has all necessary rights to use, publish, reproduce, distribute, display publicly, promote, perform, resize, rearrange, modify and create derivative works of any Artwork in Advertising in any Media in whatever format, now or in the future and to grant and/or assign all such rights to Publisher as are envisioned herein below. Advertiser acknowledges and agrees that it is solely responsible for acquiring, providing, and maintaining any and all licenses and other authorizations required with respect to any Artwork or other intellectual property provided to Publisher in connection with this Agreement.

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(C) It is Advertiser's sole responsibility to ensure that any Advertiser Artwork submitted or otherwise made available to Publisher is properly documented, including submission of Publisher's applicable Artwork release form (which form may be merged with a proof approval form). If Advertiser does not submit a proper Artwork release or such other documentation as to make it clear to Publisher that Advertiser intends to designate each applicable Artwork as Advertiser Artwork, Publisher shall be entitled: (i) to treat anything it receives from Advertiser (either directly or indirectly) as Publisher Artwork; and/or (ii) in its sole discretion, to Fulfill any Advertising without inclusion of such Artwork, up to and including Fulfillment of a generic or standardized template in lieu of the design requested by Advertiser. Other than with respect to properly documented Advertiser Artwork, Advertiser represents and agrees that it does not reserve any ownership right what-so-ever in any Artwork that it provides to Publisher in connection with the Advertising and that, as a material inducement to Publisher's willingness to enter into this agreement and create Advertising for Advertiser, Advertiser transfers and/or assigns to Publisher any rights it might have. Advertiser acknowledges and agrees that all such Artwork shall thereafter be considered Publisher Artwork for all purposes.

(D) With respect to Advertiser Artwork, Advertiser, for itself and any third party with an interest in such Artwork, grants Publisher a nonexclusive, worldwide license, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform, reproduce, promote, perform, resize, rearrange, modify and otherwise use the Advertising, as well as any Advertiser Artwork, in any Media, or in any other directory or Advertising or service, in whatever format, now or in the future, provided that such use is pursuant to this Agreement and/or in furtherance of distribution of Advertising on behalf of Advertiser. In addition, Publisher shall have the irrevocable right to use the Advertising and the related Advertiser Artwork in any materials advertising, promoting and/or publicizing Publisher's services.

(E) Advertiser acknowledges and agrees that, other than with respect to Advertiser Artwork: (i) any Artwork or Advertising that Publisher (or another party on Publisher's behalf) creates for Advertiser, whether in whole or in part, and any derivative work that Publisher creates with respect thereto, shall be Publisher Artwork; (ii) Publisher is an author with respect thereto; and (iii) Advertiser assigns to Publisher all rights, title and interest in and to any such Publisher Artwork. Publisher may use, publish, reproduce, distribute, display publicly, promote, perform, resize, rearrange, modify and create derivative works of any Publisher Artwork and the Advertising in which it is used, in any Media, whether in print, internet, electronic or other format, in perpetuity, whether for Advertiser's benefit or otherwise. Advertiser further acknowledges that Publisher retains all right, title and interest, including the copyright, in such Publisher Artwork and that neither Advertiser nor Publisher intends for such Advertising to constitute a joint work. Publisher may sell, license or otherwise transfer an interest in any Publisher Artwork without any accounting to Advertiser. If Advertiser claims any right, title or other interest in and to the copyright in any Publisher Artwork, Advertiser irrevocably assigns this interest to Publisher. Upon termination of this Agreement, Publisher has no obligation to provide, return, or restore any Artwork to Advertiser.

(F) At any time Advertiser has reason to believe it's right and authority to use any advertising content is terminated or otherwise changes or any proceeding contesting that right is threatened or begun, Advertiser will immediately provide detailed written notice to Publisher to the address on the applicable Order. Receipt of such notice shall not, by itself, create any obligation on the part of Publisher and shall not limit or affect any of Publisher's other rights or remedies. If Publisher receives notice that another person contests Advertiser's right to use or display a logo, name, trademark, service mark or other content including the Advertising, Publisher may terminate this Agreement in its entirety and/or reject, cancel, discontinue or suspend the Advertising, in Publisher's sole discretion, without liability, until such time as Advertiser has resolved the dispute with the other person contesting such use or display to Publisher's satisfaction.

(G) Advertiser is solely responsible for the protection and/or enforcement of any copyrights, trademarks, service marks, trade names and other intellectual property owned or claimed, wholly or in part, by Advertiser or which Advertiser is authorized to use or display.

(H) Except as otherwise provided herein, Publisher owns the exclusive copyright in and to the Advertising, the Media and all other intellectual property in or on such Media. Advertiser may not reproduce the Advertising, any portion of the Media or any Publisher Artwork for any purpose without the express prior written permission of

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Publisher.

7. PUBLISHER'S DISCLAIMERS / LIMITATIONS OF LIABILITY.

(A) For purposes of this **Section 7**, the term "**Publisher**" includes Publisher's corporate parent(s) and affiliates, and the directors, officers, agents and employees thereof, together with any Vendor(s). As between those parties and the Advertiser, all such parties shall be intended third party beneficiaries of the disclaimers and/or limitations set forth in this Section.

(B) PUBLISHER MAKES NO WARRANTY OF PERFORMANCE TO ADVERTISER AND, IN FACT, DISCLAIMS ANY SUCH WARRANTY. ADVERTISER REPRESENTS THAT ADVERTISER HAS NOT RELIED UPON ANY SUCH WARRANTY AND ASSUMES ALL RISKS CONCERNING THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF THE ADVERTISING. EXCEPT AS EXPRESSLY AGREED TO BY THE PARTIES AS PART OF THIS AGREEMENT, PUBLISHER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES TO ADVERTISER OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF THE ADVERTISING, SERVICES, MEDIA, DISTRIBUTION, LINKED SITES VENDORS AND/OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT.

(C) For avoidance of doubt, unless otherwise expressly agreed to in writing on the applicable Order, Publisher will not be bound by, and Advertiser acknowledges that Advertiser is not relying on: (i) any representation or warranty concerning revenue, profit or results to be generated from its Advertising; (ii) any representation or warranty regarding either the number, makeup or distribution of people who will view Advertising, the number, percentage, make up or characteristics of residences or businesses that will access or receive the Media; (iii) any representations concerning the validity of traffic, impressions or "clicks"; (iv) any custom or prior course of dealing; (v) the nature of others' advertising; and/or (vi) any changes which Advertiser may later request in its Advertising.

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(D) Advertiser expressly acknowledges and agrees that the essential value of the Advertising Services covered by this Agreement is the dissemination of information facilitating End Users to visit, contact and/or learn more about Advertiser. Although Publisher shall use commercially reasonable efforts to include any Artwork and/or design elements which Advertiser may reasonably request be included in the Advertising, subject to the procedures established by Publisher for that purpose, Publisher expressly disclaims any liability for failure to include any such Artwork and/or design elements and Advertiser's payment obligations hereunder shall not in any way be contingent upon inclusion of such Artwork and/or design elements in the Advertising. Any claim arising out of an error or omission in Fulfillment of Advertising or any claim arising out of the publication and/or Fulfillment with respect to any Advertising must be made in writing to Publisher within **six (6) months** of the first publication, distribution, display, or other public transmission of such Advertising and/or the Fulfillment of the Advertising, whichever is sooner. Otherwise such claim shall be deemed waived. Publisher has no obligation to give Advertiser or any third party notice of any errors or omissions in Fulfillment or distribution of Advertising, or to correct such errors or omission by recalling or reprinting Media, or by performing supplemental delivery or distribution of any kind.

(E) If Publisher breaches any obligation hereunder to Advertiser (including any obligation with respect to the Fulfillment of Advertising or Services), or in the event of any error or omission with respect to Advertising, Publisher will make commercially reasonable efforts, at Publisher's sole discretion, to either: **(i)** Fulfill impacted Advertising at a later date on the same or substitute Media; or **(ii)** otherwise reasonably correct the error and cure such breach; or **(iii)** if a breach cannot be reasonable cured and/or an error or omission cannot reasonably be corrected, cancel the Advertising and return any amounts actually paid by Advertiser toward such Advertising from the time Advertiser brought the breach, error or omission to Publisher's attention, or in the case of Advertising that cannot be cancelled, reduce the billed amount for said Advertising by the amount equal to the diminution in value of the Advertising caused by the error from the time Advertiser brought the error to Publisher's attention. **THE FOREGOING CONSTITUTES PUBLISHER'S SOLE OBLIGATION AND ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH BY PUBLISHER OF THIS AGREEMENT, INCLUDING ANY ERROR AND/OR ANY OMISSION, EITHER DIRECTLY OR THROUGH A FAILURE OF PERFORMANCE BY ANY VENDOR.**

(F) For avoidance of doubt, Publisher will not be liable for any error, omission or other default or claim with respect to any item for which no charge is assessed.

(G) UNDER NO CIRCUMSTANCES WILL PUBLISHER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, LOSS OF GOODWILL, WHETHER AS A RESULT OF ERRORS OR OMISSIONS, THE REJECTION OR REMOVAL OF ANY ADVERTISING, ANY DELAY IN DISPLAYING OR PUBLISHER'S FAILURE TO DISPLAY OR DISTRIBUTE ADVERTISING, OR PUBLISHER'S FAILURE TO PERFORM SERVICES. PUBLISHER'S ACCEPTANCE OF THIS AGREEMENT AND THE RATES CHARGED FOR THE ADVERTISING AND OTHER SERVICES ARE BASED UPON PUBLISHER'S LIMITATION OF LIABILITY AS SET FORTH HEREIN AND UPON ADVERTISER'S AGREEMENT TO ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT.

(H) Advertiser expressly agrees that under no circumstances will Publisher's maximum liability under this Agreement exceed the amounts actually paid by Advertiser to Publisher during the six (6) months prior to any claim, or, if six (6) months have not elapsed following the effective date, the period from the effective date until such claim arises.

(I) Advertiser may negotiate to pay additional charges so that Publisher's liability will not be limited as stated herein, by calling Publisher's customer services organization at the number listed on the applicable Order. Such agreement must be reduced to writing and signed by both parties. The additional charges will be based on the type of business, monthly billed amount and other factors of risk; provided, however, that Publisher has no obligation to accept an agreement it does not feel adequately compensates it for the additional risks and/or costs associated therewith.

(J) Force Majeure. Publisher will not have any liability to Advertiser and Advertiser will remain responsible for all

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moneys owed to Publisher should there be an interruption in the distribution and/or delivery of any Media, in any Vendor's web site or service, and/or in any other Media or third party site or service or other interruption in the Services hereunder for any period of time, whether as a result of acts of God, labor disputes, terrorist acts, other *force majeure* events or otherwise. Publisher may, in Publisher's sole and absolute discretion, issue credits or extend the term of this Agreement in the event of interruptions lasting several days or longer.

(K) Actions of Third Parties. Advertiser acknowledges that success of any service which is reliant in whole or in part upon search engine marketing, search engine optimization or similar strategies is highly dependent upon the algorithm or algorithms utilized by third party operators of search engines, search sites, ad exchanges, aggregators, and/or similar or related item or entity which now exists or which may serve a similar purpose in the future, which algorithms can change at any time, without notice. Publisher has no way of knowing when or how an algorithm will change. As a result, it is impossible for Publisher to provide any level of warranty with respect to, and Publisher hereby expressly disclaims any liability for, the effect that a change in an algorithm may have on Advertising. In no event shall Publisher or any of its Vendors be liable to Advertiser, whether for an error or omission or otherwise or be deemed to be in breach hereof for any failure, delay or interruption of performance that was caused by a third party or resulted from information supplied by a third party. Publisher's maximum liability to Advertiser for any error, omission or other default is limited as stated herein, regardless of whether Advertiser alleges claims against Publisher in contract, tort, strict liability, or other basis in law or equity.

(L) Publisher may, at its sole discretion, offer to settle disputes under terms which are more generous than those contained herein. No such offer shall in any way constitute a waiver of these provisions or in any way obligate Publisher to make similar offers in the future.

8. OWNERSHIP AND USE OF DATA AND INFORMATION / RETAINED INFORMATION.

(A) Performance Data. Advertiser acknowledges and agrees that Publisher and/or certain of its Vendors may, subject to their respective and applicable privacy policies or at such other URL or CDL as Publisher may provide from time to time; hereafter referred to as the "**Privacy Policy**", collect Performance Data. Unless otherwise expressly provided for in an applicable Order, Addendum and/or the applicable Service Terms with respect to certain reports of performance, or as otherwise agreed to in writing and duly executed by one of our properly authorized representatives, Publisher and/or the Vendor(s) collecting such Performance Data shall be the exclusive owner thereof and Advertiser shall not have any right to any part of the Performance Data. Advertiser hereby authorizes the collection of such Performance Data and waives or assigns to Publisher any rights Advertiser may have with respect thereto. Advertiser agrees that Publisher is free, subject only to compliance with the Privacy Policy, to use the Performance Data and any other Retained Information it collects for any purpose it chooses, at Publisher's sole and absolute discretion and without the need to seek any additional consent or permission from Advertiser. Advertiser expressly waives any "Do Not Track," "Do Not Contact" or similar law with respect to the collection of Performance Data.

(B) Advertiser Information. Advertiser agrees that Publisher may retain and use as Retained Information, subject to the terms of the Privacy Policy, all Advertiser Information, for any purpose Publisher deems appropriate, at Publisher's sole discretion. Advertiser agrees that such information may include the Advertiser's Customer Proprietary Network Information ("**CPNI**"). Advertiser acknowledges that Publisher will be relying on the Advertiser Information, in order to publish and/or fulfill the Advertising and/or design Advertiser's Services and Advertiser grants its consent to the collection, accumulation, and retention of such Retained Information as a precondition to its receipt of any Services hereunder.

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(C) Use of Retained Information. Subject only to compliance with the Privacy Policy, Advertiser grants Publisher unrestricted permission to use Retained Information to Fulfill the Advertising, operate its business in any manner it sees fit and promote its yellow pages directories and other Services as Publisher sees fit, without additional notice to or approval from Advertiser. Among other such uses, Publisher may associate the Retained Information with Advertiser's identity, aggregate it with similar information pertaining to other advertisers, and use it in direct comparisons with other advertisers' advertising and information. Publisher may share non-personally-identifiable information about Advertiser and/or its Advertising, including CDLs, Advertising specific statistics and similar information collected by Publisher, with other advertisers, Vendors and other third parties. So long as the manner of use is truthful and does not imply endorsement, Advertiser agrees that Publisher may use Advertiser's name, logo and/or advertising in presentations, marketing materials, customer lists, financial reports, web site listings of advertisers, search results pages, and/or complimentary trials of new Services. Publisher will be the sole owner of any such materials and their content.

9. DISTRIBUTION / OPERATIONS.

(A) Publisher will use commercially reasonable efforts to Fulfill the Advertising as described in each applicable Order, subject to compliance with the applicable Terms & Conditions, including commercially reasonable efforts to publish and/or distribute the Advertising and/or the Media in which the Advertising appears. Except as otherwise provided on the applicable Order and/or Addenda, the manner, nature and extent of distribution, including the use of Vendors, shall be at the sole discretion of Publisher. This shall constitute Publisher's sole commitment to Advertiser and no other commitment may be assumed or inferred from any other source or document.

(B) Publisher reserves the right, on behalf of itself and any Vendor, not to Fulfill and/or distribute any Advertising that does not meet Publisher's applicable specifications, publication standards or the publication standards of any Vendor ("**Specifications and Standards**") or that Publisher otherwise deems unacceptable in its sole discretion. Instead of rejecting Advertising in its entirety Publisher or Vendor may, but is not required to, change a portion of the Advertising with or without notice or obligation to Advertiser. Publisher does not warrant to Advertiser that Advertising of other customers will comply with such Specifications and Standards. The scope of distribution of Advertising may change at any time in Publisher's sole and absolute discretion without notice or obligation to Advertiser. Publisher and/or any Vendor may change their Specifications and Standards at any time and without notice or obligation to Advertiser. Advertiser agrees that Publisher shall have no liability, and Advertiser shall not be entitled to any credit, reduction or refund, for any changes which a Vendor may make to Advertising in order to bring it into compliance with Vendor practices and procedures.

(C) Unless otherwise expressly agreed on the applicable Order or Addendum, Advertiser acknowledges that Fulfillment of Advertising may include distribution to Media upon 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.

(D) 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.

(E) 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

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otherwise specifically noted in the applicable Order or Addendum. Publisher has the right to introduce new advertising products that may result in a change in the position of Advertising in any Media. 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.

(F) Publisher and/or the Vendor may redesign or modify the organization, structure, “look-and-feel” and/or underlying operational characteristics (including search engines, billing systems, etc.) of any Media at its sole discretion and without notice or obligation to Advertiser. Unless otherwise expressly provided on the applicable Order or Addendum, and acknowledged by Publisher, no such redesign or modification shall alter Advertiser’s obligation under this Agreement or any Order.

(G) Except as may be expressly agreed to and properly authorized by Publisher in the applicable Order or Addendum, Publisher does not grant Advertiser any Preference(s) hereunder. Although Publisher may assign certain items of Advertising an internally generated point value and/or loyalty date (sometimes “seniority date”) on the applicable Order, such assignments are internal to Publisher and do not confer any rights upon Advertiser.

(H) Publisher does not and will not guarantee exclusivity of any kind for any Advertising. Publisher may Fulfill, publish and/or distribute advertising of any other party in any Media at any time.

(I) If Publisher determines in its sole discretion that Fulfillment of Advertising will be delayed after the date of this Agreement, any Addendum, or any Order, as applicable, due to Advertiser’s delay, Publisher reserves the right to begin Fulfillment of Advertising using a place marker or other suitable copy chosen by Publisher. Publisher reserves the right to fulfill any Advertising when Publisher determines such Advertising ready for Fulfillment, without notice or prior approval of Advertiser.

(J) Publisher is not obligated to provide and does not warrant it will provide Advertiser with a proof copy (or “ad copy”) of the Advertising. Advertiser’s obligation to pay is not contingent upon Advertiser’s receipt and/or approval of a proof copy, regardless of whether a proof copy is requested for the Advertising. Notwithstanding the foregoing, Publisher may require Advertiser’s approval of a proof copy of any Advertising as a condition of Fulfillment of such Advertising, but Publisher shall not be obligated to require any such proof and may elect not to require such proof in its sole and absolute discretion.

(K) Unless otherwise provided in the applicable Order, Addendum and/or Service Terms, Publisher cannot provide: **(i)** the names of particular Vendor (including search engines and/or search engine networks) to which Advertising will be submitted; and/or **(ii)** the source (including URL and/or IP address) from which Actions are made. Advertiser will not represent to any third party that Publisher approves or endorses any product or service of Advertiser and, unless otherwise expressly agreed by Publisher, Advertiser agrees to refrain from making any statements to third parties concerning this Agreement.

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10. MISCELLANEOUS TERMS.

(B) Advertiser waives all provisions of state and federal so-called “Do Not Call”, “Do Not E-mail” and “Do Not Fax” laws in respect to Publisher placing telephone calls, e-mails and faxes to Advertiser and agrees to accept such phone calls, faxes, e-mails and other communications from Publisher or Publisher’s agents related to Publisher’s services including future services. Advertiser will provide contact telephone numbers, fax numbers and e-mail addresses, if any, and will promptly advise Publisher of any changes. All telephone conversations and/or electronic communication between Advertiser and Publisher may be monitored and/or recorded and Advertiser hereby expressly consents to such monitoring and recordation. Advertiser expressly agrees and acknowledges that Publisher is not obligated to visit Advertiser’s premises for any purpose.

(C) The failure of either Party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

(D) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(E) The status of Publisher and Advertiser will be that of independent contractors, and neither of the parties nor their respective employees will be deemed employees or agents of the other party.

(F) Any attempt by Advertiser to resell, assign, transfer or delegate Advertiser’s rights under this Agreement without Publisher’s prior written consent shall constitute a breach of this Agreement and shall be of no force or effect.

(G) This Agreement may be executed in any number of counterparts, electronically or via facsimile, each of which shall be an original, with the same effect as if the original signatures were upon the instrument.

(H) The provisions contained in this Agreement that by their context are intended to survive termination or expiration will survive, including without limitation, **Sections 5, 6, 7 and 8**.

(I) Advertiser shall provide cooperation and assistance to Publisher in executing duties under this Agreement, including, without limitation, executing any documents reasonably required by Publisher to perform Publisher’s or Advertiser’s obligations under this Agreement.

(J) Except as otherwise set forth herein, the parties do not intend to create rights for any person as a third party beneficiary of this Agreement.

(K) This Agreement, along with any properly executed and accepted Orders and Addenda, constitutes the entire agreement between Advertiser and Publisher with respect to the subject matter hereof, and supersedes all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms & Conditions may not be amended, waived, or modified, except in a writing signed by both Parties; provided, however, that any such writing must be signed by a representative of Publisher holding the title of General Sales Manager or any successor or superior position.

SERVICE SPECIFIC TERMS & CONDITIONS (“SERVICE TERMS”)

(A) **Media / Distribution.** For avoidance of doubt, Internet Directories and the website(s) upon which they appear or are hosted shall be considered Media under the General Terms. Publisher shall be entitled to change the organization, structure, “look-and-feel” geographical scope, search functionality and/or underlying operational characteristics of any Internet Directory or website without notice or obligation to Advertiser. Publisher shall also be free to change Vendors and/or the distribution characteristics of any Internet Directory without notice or obligation to Advertiser. Vendors shall likewise be entitled to make all such changes without incurring any obligation to Advertiser. Unless otherwise expressly provided in the applicable Order, Addendum or in other applicable Service Terms, Advertiser acknowledges that Publisher makes absolutely no warranty or commitment regarding the particular characteristics of any particular website or other Media in its (i) distribution network, whether controlled

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by Publisher, a Vendor or a third party. Unless expressly provided on the applicable Order, Addendum or in other applicable Service Terms, neither Publisher nor any Vendor make any representation or warranty with respect to traffic or usage statistics regarding Actions on, from or associated with any Internet Directory or any other Media or the levels of Actions, cost per Action, or click-through or similar rates per Action or the quality or conversion rate for any Advertisement.

(B) Online Feedback/User Reviews. Advertiser acknowledges that websites and other Media, on which the Internet Directory may appear, including Vendor websites, make available to the public information provided and created by End Users by means of user review postings, ratings and/or similar mechanisms (hereafter “**User Reviews**”). The views and opinions expressed in such User Reviews, along with any information provided therein, are the sole and exclusive responsibility of the person or people who made such postings. Publisher does not monitor, nor does it control the content of the User Reviews and Publisher has no way of determining when User Reviews may include technical inaccuracies or typographical errors. Publisher, on behalf of itself, its affiliates, and any Vendor, expressly disclaims any responsibility or liability associated with the views and/or content contained in the User Reviews.

USER REVIEW OPT OUT RIGHTS: Websites operated by Publisher and/or its affiliates, along with many of the related sites and/or Vendor, offer some form of “**opt out**” with respect to the User Reviews. It is solely and exclusively Advertiser’s responsibility to take advantage of such “opts outs.” By not opting-out of User Reviews, Advertiser agrees to hold Publisher, its affiliates, and any Vendor, harmless for all associated User Reviews, including the content, quality, copyright compliance or legality of any User Review, or any resulting loss or damage, including but not limited to defamation, loss of business, and infringement of intellectual property rights.

TITLE FOUR. CUSTOM DIGITAL LOCATION(s) (URL / DOMAIN NAME / SOCIAL MEDIA PAGE / ETC.).

The Service Terms contained in this **Title Four** apply with respect to any Services which may include and/or require the registration and/or maintenance of one or more **Custom Digital Location(s) / “CDL(s).”** Such Services could include, without limitation, Website Services and Search Engine Marketing Services, along with any Service which involves a specially designated URL for tracking purposes (sometimes referred to by Publisher as a “**PURL**”).

(A) Transfer of Existing Custom Digital Locations / CDL(s). To the extent that Advertiser identifies in an Order or Addendum an existing Custom Digital Location for use with any of the Services, Advertiser hereby authorizes Publisher to effectuate the transfer of the registration, administration and control of the identified CDL to the Publisher or to a registrar or Vendor of Publisher’s choosing. With respect to URLs, Advertiser further authorizes Publisher to appear as the new Technical and Billing contact and the new Organization and Administrative (owner) contact for the URL and to thereafter administer the URL as Publisher deems necessary in connection with the provision of the Services. With respect to other forms of CDL, Advertiser further authorizes Publisher to take such actions as Publisher may deem necessary, in its reasonable discretion, to effectuate the transfers envisioned by this section. Advertiser will hold Publisher harmless for all actions of an administrative nature taken in good faith in furtherance of Publisher’s provision of the Services. If transfer of a CDL is unsuccessful or Advertiser does not wish to effect transfer, Publisher retains the right to charge additional fees for assisting Advertiser and its registrar(s) to appropriately configure and direct the CDL for use with the Services.

(B) New Custom Digital Locations/ CDL(s). To the extent Advertiser submits an Order for a Service which requires one or more CDL(s) (including, without limitation, URLs and PURL(s)), Advertiser hereby authorizes and directs Publisher to procure the CDL(s) for use with the appropriate Services. Advertiser acknowledges that Publisher cannot guarantee that any particular CDL Advertiser may request will be available for use with the Services. In the event that none of the CDLs requested by Advertiser are available, it will be Advertiser’s obligation to provide alternatives. However, final determination of the eventually-selected CDL(s) rests with Publisher. If none of the CDLs requested by Advertiser are available, and Advertiser fails to provide reasonable alternatives in a timely manner, Advertiser hereby expressly authorizes Publisher to use its sole and absolute discretion to select the CDL(s) on Advertiser’s behalf. Unless otherwise agreed, Publisher or its designee (the “**Registrant**”) will pay any applicable registration fees associated with the procurement of any CDL(s) hereunder and shall maintain full and exclusive ownership rights of any nature with respect to any CDL(s) so registered. Advertiser shall have neither

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actual nor expectational rights to any CDL(s) either during the life of the underlying Service(s) or at any time after such underlying Service(s) terminates and Advertiser hereby expressly agrees that the Registrant may reassign, reuse or otherwise republish the CDL(s) in association with any party and for any reason without notice, without cause and without liability to Advertiser.

(C) Trademarked Custom Digital Locations / CDL(s). To the extent that 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 hereby certifies to that it has all necessary rights to allow for the use of such mark or name for all foreseeable purposes envisioned hereby and Advertiser further agrees to indemnify and defend Publisher against any and all losses, damages, costs, expenses, and fees, including attorney's fees in the event of any claims to the contrary. Advertiser agrees in the event that Publisher receives a claim of trademark or trade name violation in connection with the CDL(s) hereunder, Publisher shall be entitled to take all reasonable measures to protect Publisher and its affiliates, including discontinuance or termination of all or any portion of the associated Service(s), until any such dispute has been resolved to Publisher's sole and absolute satisfaction.

(D) Return of Custom Digital Locations / CDL(s). Unless otherwise specified in an Order, this Agreement or any Addendum and provided that Advertiser is in full compliance with this Agreement, including all payment provisions hereof, upon final termination of its relationship with Publisher, Advertiser may submit a written request that Publisher transfer the CDLs to Advertiser. Other than fees or costs associated with the transfer, any such transfer shall be at no additional cost to Advertiser. Any transfer of a CDL will be conditioned upon: **(i)** termination of all Publisher provided products or services which rely on or are related to the CDL in accordance with the applicable terms thereof; **(ii)** completion and submission by Advertiser of all forms and paperwork deemed reasonably necessary by Publisher for completion of the proposed termination and transfer, and, if applicable, **(iii)** payment of all amounts remaining outstanding from Advertiser to Publisher. Transfer of the CDL(s) will not otherwise change the rights and obligations of the parties under the Agreement.

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TITLE FIVE. TARGETING INFORMATION (KEYWORDS, ETC.). The Service Terms contained in this **Title Five** apply with respect to any Services which may include and/or require Advertiser to provide Targeting Information in connection with or in support of the Services.

(A) Accuracy of Information. Advertiser acknowledges that all Targeting Information shall be subject to all of the representations and warranties made by Advertiser pursuant to the General Terms as Advertiser Information and shall be subject to all applicable requirements of continued accuracy applicable thereto. Advertiser further acknowledges that failure to notify Publisher of incorrect Advertiser Information, including Targeting Information, or any material changes thereto may, among other things, result in ineffective or inefficient Advertising campaigns, searchers being directed to the wrong pages of Advertiser's website(s), "dead" links that result in web pages not loading correctly, and/or result in incorrect information being transmitted to the public. Advertiser will hold Publisher harmless for any issues which may arise as a result of Advertiser providing incorrect or out of date Advertiser Information, including Targeting Information.

(B) Brand Name Keywords/Terms. In the event Advertiser elects to provide Targeting Information that relies on specific names, images or concepts selected by Advertiser (including, without limitation, keywords, search terms or other targeting parameters) which 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 further represents, warrants and certifies that the Brand Name **Targeting Information** may be utilized to advertise Advertiser's business, including via search based marketing, without infringing the trademark or other intellectual property rights of others and that the Advertiser has all necessary rights to use the Brand Name **Targeting Information** in connection with all envisioned Advertising, including as applicable search based advertising. Use of any Brand Name **Targeting Information** will be subject to Advertiser's obligation to indemnify and hold Publisher harmless. In the event that Advertiser does not designate any Brand Name **Targeting Information**, Advertiser acknowledges and agrees that Publisher may limit Advertiser's Service(s) to keywords, search terms and/or targeting parameters of a general and/or generic basis. (*For example: "Truck" instead of "Ford Truck"*).

TITLE SIX. PROXY SERVICES.

The Service Terms contained in this **Title Six** apply with respect to any Services which may include and/or require the application of a "**Proxy Feature**" to one or more websites or other Custom Digital Locations designated by Advertiser which are controlled by Advertiser or a third party. With respect to websites, the "**Proxy Feature**" generally uses available technology to duplicate or otherwise copy the designated website(s), usually with certain changes which Publisher has deemed necessary or desirable for the provision of the Services and/or the collection of Performance Data. Proxy Features with respect to other Custom Digital Locations may only duplicate certain elements of the CDL for incorporation into or use in connection with other Advertising and/or Media.

A) Authorization. Advertiser hereby authorizes and directs Publisher or its designee to activate a Proxy Feature with respect to the CDL(s) identified in the applicable Order(s) and/or such other CDL(s) as Advertiser may designate to Publisher from time to time.

(B) Accuracy of Information on Advertiser controlled CDL(s). Advertiser acknowledges and agrees that any information included in the designated CDL(s) will be treated as Advertiser Information and subject to all applicable requirements.

(C) Technical Issues. Advertiser acknowledges that Publisher's ability to activate the Proxy Feature and proxy any CDL is dependent upon the technical characteristics of the CDL, as well as the CDL's general accessibility by Publisher's systems. In the event that Publisher determines, in its sole and absolute discretion, that a CDL includes technical characteristics which would in any way interfere with the smooth operation of the Proxy Feature, Advertiser acknowledges and agrees that Publisher retains the absolute discretion to not activate or to deactivate the Proxy Feature with respect to that CDL. Likewise, Advertiser acknowledges that it is Advertiser's sole responsibility to ensure that a CDL remains operational and accessible at all times. In the event that Publisher, acting in its sole discretion, determines that a CDL may not be suitable for use with the Proxy Feature, either as a result of technical issues or a lack of accessibility, Advertiser hereby authorizes Publisher to disable the Proxy Feature, reactivate the

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feature once any issues have been resolved and/or take such actions as Publisher may deem necessary to mitigate the impact of such disablement on the applicable Services (including, for example, reactivating Advertiser's previous connections page for use with the Advertiser's YPConnect Service), which disablement, reactivation, and/or mitigation may occur at the Publisher's sole discretion and without notice to Advertiser. Advertiser hereby agrees to indemnify and hold Publisher, its vendors, distributors and affiliates, harmless for any problems, claims or liabilities which may arise as a result of technical or accessibility issues with any CDL.

TITLE SEVEN. PRODUCTION VENDORS.

The Service Terms contained in this **Title Seven** apply with respect to any Services the production, provisioning, tracking or Fulfillment of which may involve Advertiser interacting with or otherwise coming into direct contact with one or more of Publisher's third party Vendor(s) (the "**Production Vendor(s)**").

(A) Nature of Relationship. Publisher has entered into one or more contracts with Production Vendor(s) in connection with the production, provisioning, tracking provisioning or Fulfillment requirements of certain Services ((including without limitation the Premium Multimedia Advertising, Qualified Call Services, and Digital Express Services). Advertiser hereby consents to the use of any Production Vendor Publisher deems suitable for the purpose in question and agrees that the use of any such Production Vendor does not limit Advertiser's obligations to Publisher pursuant to the terms of this Agreement. Advertiser expressly consents to Publisher providing the Productions Vendor(s) with all relevant information of or regarding the Advertiser in connection with the production, provisioning, tracking and/or Fulfillment of the Advertising. Publisher has no other association with the Production Vendor or its representatives.

(B) Location Visits. Representatives of the Production Vendor(s), including representatives who may be visiting locations designated by the Advertiser (for example for purposes of a Location Shoot) will be employees and/or contractors of the Production Vendor(s) and will not be employees of Publisher. By signing the applicable Order or Addendum, Advertiser directs Publisher to have Production Vendor(s) contact Advertiser directly about coordinating any production elements which may be assigned to that vendor.

(C) Vendor Websites. Websites or other electronic portals ("**Vendor Website(s)**") operated by Production Vendor(s), either for their own benefit or for the benefit of Publisher and which may be branded by the Production Vendor or co-branded with Publisher, may have different terms of use and/or be subject to different privacy policies, specifications or requirements than those applicable to Publisher's websites or electronic portals. **Advertiser is solely responsible for investigating the terms of use, privacy policies and/or other rules or requirements applicable to Vendor Website(s). Publisher shall have no obligation or liability to Advertiser with respect to any differences between the operation and administration of Publishers websites or electronic portals and the Vendor Website(s). By agreeing to these terms, Advertiser is agreeing to be bound by the applicable terms of use and/or other applicable terms of any applicable Vendor Website(s), subject to any opt out and/or cancellation provisions which may be contained therein. Advertiser further agrees that Publisher is an intended third party beneficiary of any limitations of liability, representations, warranties and/or indemnities which Advertiser may agree to pursuant to the terms of use or similar terms of any Vendor Website(s).**

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(D) Release and Hold Harmless. Other than directly in connection with the delivery of a Service, which shall be subject to all limitations of liability contained in the Agreement, Advertiser agrees to release and hold Publisher harmless for any claims or liabilities which may arise as a result of the actions or inactions of the Production Vendor(s) and/or its employees, contractors or representatives. Any such claims or liabilities shall be strictly between Advertiser and the Production Vendor(s).

TITLE EIGHT. ADVERTISER GENERATED CONTENT. .

(A) Publisher Does Not Endorse Content. Publisher has no obligation to investigate or confirm and does not in any way endorse the accuracy, legality, legitimacy, validity or reliability of any such Advertiser Generated Content, including, without limitation, any of the products, services, offers, deals, coupons or other promotional materials or representations contained or referenced therein, or otherwise communicated to Advertiser or accessed by Advertiser. Publisher makes no representations or warranties whatsoever concerning any products or services advertised or sold by Advertiser (including, without limitation, the quality, safety or legality of such products or services or the sale thereof), or any offers, deals, coupons or other promotional materials or representations contained or referenced in any Advertiser Generated Content, through the use of any Service. Any commercial, sales, use, membership, subscription, affiliation, participation, and promotional relationship Advertiser may create with any End User, including obligations undertaken by Advertiser with respect to payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between Advertiser and such End User. Advertiser, and not Publisher, shall be solely liable to any user or any third party claimant with respect to the content of the Advertiser Generated Content.

(B) Publisher Restrictions. Publisher prohibits the use of language in the Advertiser Generated Content that is inappropriate unlawful, harmful, offensive, threatening, abusive, harassing, invasive of privacy or publicity rights, defamatory, libelous, vulgar, obscene, pornographic, indecent, lewd, suggestive, scantily-clad, profane, hateful, racially, ethnically or otherwise objectionable or inappropriate material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law. Publisher or any Publisher Vendor or designee, reserves the right to record the date, time, End User phone number and content of all Advertiser Generated Content sent to End Users. Publisher has the right, but not the obligation, to monitor Advertiser's Advertiser Generated Content and use of the Services and Publisher has the authority and ability, but not the obligation, to change, cancel or replace messages that Publisher deems inappropriate, as well as terminate Advertiser's ability to use the Service.

(C) Advertiser Compliance. Advertiser may not use any Service in any way that is unlawful, creates the appearance of an endorsement by Publisher, or otherwise is inconsistent with the description of services set forth herein or is inconsistent with the spirit of this Agreement. Advertiser acknowledges and agrees that any coupons, certificates or other promotional offers contained in any Advertiser Generated Content shall be subject to the applicable laws and regulations of all applicable jurisdictions and the terms, conditions and restrictions associated with such Offers, including, without limitation, all restrictions relating to the reproduction, duplication, sale or other transfer of such offers. Advertiser will not take any action or make any communication to any End User in contradiction of any of the foregoing.

(D) Indemnity / Enforcement. Advertiser will indemnify Publisher and/or any Vendor, along with their respective parent(s), affiliates and distributors, and their directors, officers, employees and agents, for any breach of these provisions in the manner set forth in Article 5 of the General Terms. Publisher reserves the right, but not the obligation, to suspend Advertiser's use of any Services, without notice to Advertiser, if Advertiser violates any of the foregoing prohibitions. Suspension of the Services shall not relieve Advertiser of its indemnity obligations.

(E) Cancellation. If Advertiser fails to pay any charges when due to Publisher, uses the CTN(s) and/or PURL(s) improperly, or breaches this agreement in any other way, then any CTN(s)/PURL(s) tracking services, including the remote call forwarding and/or Internet reference redirect features, may be discontinued without further notice and Advertiser will no longer receive the benefit thereof or be provided with Tracking or Call Reports. In such event, Advertiser remains liable for all unpaid charges for the balance of the Term and Publisher's underlying costs of

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providing the Tracking services, all due immediately upon receipt of Publisher's invoice. Further, in such event, Advertiser will forfeit any unpaid credits or rebates payable to Advertiser hereunder. Advertiser will not be entitled to a credit for any late payment charges once incurred, even if Advertiser does not receive any minimum number of calls guaranteed where applicable.

(F) Call Redirect. Upon expiration of call-forwarding and Tracking services with respect to one or more CTN(s) by operation of the Agreement or upon discontinuance of the services for breach of Advertiser's responsibilities hereunder, Publisher reserves the right to redirect callers to the CTN(s) to one or more forms of electronic directory, or employ a call intercept on the CTN(s), to offer to connect callers with alternative businesses, including potential or even direct competitors of Advertiser. Advertiser agrees that Publisher shall be free to redirect calls to any such CTN(s) as it sees fit and that Publisher shall have no liability to Advertiser in connection therewith.

(G) Remarketing. Advertising acknowledges and agrees that End User Information may be used for the purpose of re-marketing to an End User by sending advertising to the End User when the End User is on another third party website after the End User has left Advertiser's Website ("**Re-Marketing**").

(H) Privacy Policy. Advertiser acknowledges that where necessary, as a condition to implementation of any Tracking Mechanism, for Advertiser to have in place the appropriate privacy policy to address collection and usage of End User Information. In the event that such proves to be the case, Advertiser hereby certifies to Publisher that: (1) Advertiser has or will have in place prior to the launch date of any applicable Advertising and/or CDL(s), a privacy policy that an End User of the Advertising and/or CDL(s) can view and access via the Advertising and/or CDL(s), (2) Advertiser's privacy policy states or will state that Advertiser and its designees may collect from End Users of the Advertising and/or CDL(s) via Tracking Mechanisms the End User Information as described above, and (3) as required by the Digital Advertising Alliance ("**DAA**") Behavioral Advertising Self-Regulatory Principals ("**BASR**") and/or any successor or replacement thereto, there is enhanced notice in the form of an advertising choice link at the appropriate location on the Advertising and/or CDL(s) 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) a method of opting out of Advertiser collecting data or using such information for Re-Marketing on a third party website.

TITLE ELEVEN. WEBSITE SERVICES.

The Service Terms contained in this **Title Eleven** apply with respect to any website related Services that Advertiser has authorized (the "**Website Services**"), including, without limitation, 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), which Services may be provisioned by either Publisher, its Vendor(s) or its designee(s).

(A) Term. Unless otherwise specified in the applicable Order, the Term of any Website Services shall commence upon Fulfillment but shall otherwise generally be co-terminus with the longest Term of any other Service which Advertiser may have in place with Publisher. Unless otherwise specified on the applicable Order, cancellation will also be based on commencement of Fulfillment.

(B) Bundled Mobile Website Proxy. To the extent that Advertiser selects a Bundled Mobile Website as part of the Website Services, Advertiser authorizes and directs that Publisher enable a special type of Proxy Feature that will generate a Bundled Mobile Website by proxying certain portions of the website designated by the Advertiser for that purpose (the "**Proxy Website**"). **(i)** Advertiser authorizes and gives Publisher full and unconditional permission and consent to, either directly and/or through an agent or designee, to take all actions in furtherance of the Bundled Mobile Website and the Mobile URL, including, without limitation, the proxying, publishing, reproduction, display, distribution and other uses of the Website(s) and all of its (their) component parts; including any modification or derivative thereof that might occur as part of provisioning and/or creating the Bundled Mobile Website. Advertiser acknowledges that 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.

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(C) Mobile URL. If Advertiser selects a Bundled Mobile Website, Advertiser authorizes and directs that Publisher arrange for a special mobile URL sub-domain based on the URL for the Proxy Website for use with the Bundled Mobile Websites. **(D) Website Content / Approvals.** Advertiser acknowledges and agrees that it remains directly liable for the content of any Website Service, including any Proxy Website, and that any such content shall constitute Advertiser Information and shall be subject to all of the obligations and requirements applicable thereto. Publisher does not guarantee and Advertiser expressly waives any right it might otherwise have to inspect or approve any portion or component part of the Website Service including but not limited to any Proxy Website, URL or Mobile URL upon which the service may be based and/or applied. Advertiser acknowledges it is responsible for submission of necessary Website Services content. If Advertiser fails for any reason whatsoever 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 or its Publisher's vendor, 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. By way of example, and without limitation, if Advertiser fails to deliver all necessary content and/or related paperwork within thirty (30) days of the date of the Advertising Contract, Publisher may create the Website Service using stock art selected by Publisher or Publisher's vendor, which shall satisfy Publisher's Fulfillment obligations for purposes of the commencement of billing. In the event of such occurrence, neither Publisher nor Publisher's vendor shall have any liability to Advertiser and there shall be no adjustment to the rate Advertiser will be charged for the Website Service. Any extension of the aforementioned deadline(s) or waiver of particular requirements by Publisher shall not act as a waiver of Publisher's rights hereunder and shall not obligate Publisher to grant further extensions or waivers.

TITLE TWELVE. *SEARCH ENGINE MARKETING SERVICES.*

(A) Term / Renewal. Unless otherwise specified in the applicable Order, the Term of any Website Services shall commence upon Fulfillment but shall otherwise generally be co-terminus with the longest Term of any other Service which Advertiser may have in place with Publisher. Search Engine Marketing Services shall automatically renew for a Renewal Term.