

## SEARCH ENGINE MARKETING SUPPLEMENTAL TERMS

IMPORTANT: THESE ARE THE SUPPLEMENTAL TERMS PERTAINING TO OUR SEARCH ENGINE MARKETING SERVICES. THESE SUPPLEMENTAL TERMS ARE GOVERNED BY, AND SUBJECT TO, YOUR MASTER SERVICES AGREEMENT WITH US AND ARE INCORPORATED THEREIN.

YOUR EXECUTION OF AN ORDER FORM FOR SEARCH ENGINE MARKETING SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE SUPPLEMENTAL TERMS.

IN THE EVENT OF A CONFLICT BETWEEN THESE SUPPLEMENTAL TERMS AND YOUR MASTER SERVICES AGREEMENT, THESE SUPPLEMENTAL TERMS SHALL CONTROL.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE THE RIGHT TO ESTABLISH TERMS FOR THE CONTINUED USE OF OUR SERVICES. ACCORDINGLY, WE RESERVE THE RIGHT TO MODIFY THESE SUPPLEMENTAL TERMS IN ACCORDANCE WITH YOUR MASTER SERVICES AGREEMENT. YOU AGREE THAT YOUR USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO ANY SUCH MODIFICATION.

TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN YOUR MASTER SERVICES AGREEMENT.

**1. Certain Definitions.** The following additional defined terms shall apply to these Supplemental Terms:

- 1.1. “Campaign Budget”** refers to the recurring amounts payable to us for each Campaign Cycle (as defined in Section 2.6, below). Your Campaign Budget is used to, among other things, purchase clicks, impressions, listings and/or other media, manage and optimize your campaign, track and record your phone calls, track and report the performance of your campaign, and provide customer service.
- 1.2. “Campaign Set-Up Fee”** means any one-time fee for the set-up of a campaign, which may include, but is not limited to, publisher set up, keyword generation, phone tracking set-up, Creative Services or other similar set-up requirements.
- 1.3. “Cycle Payment”** means the aggregate recurring fees for each Campaign Cycle, as specified in the Order Form, such as the Campaign Budget and any Service Fees.

## **2. Search Engine Marketing**

- 2.1. Advertising, Placement, and Location.** Subject to performance of your obligations hereunder and the applicable Order Form, we will provide the search engine marketing Services specified in the Order Form (which may include, among other things, pay-per-click advertising, digital ads, and video ads) in accordance with the terms hereof and the applicable Order Form. We will determine when possible, in our sole discretion, on which online publishers your advertising content will run during the course of any campaign. You acknowledge that we do not operate or control the publishers. You further acknowledge that at any time during a campaign, the publisher mix may change and that we make no guarantee about when or where your ads will be displayed by the publishers.

**2.2. Geotargeting.** We will use good faith efforts to place your ads such that they will be seen by consumers in the target locations identified during the campaign initiation process, but we do not guarantee that your ads will only be displayed in the target locations.

**2.3. Third-Party Directories.** We may create and post online, in the directories of third parties, profile page(s) for you, which may include the following information regarding you: name, phone number, email address, physical address, photos, videos, and information regarding your products or services and your business and use our good faith efforts to keep such information updated.

**2.4. Facebook Integration.** We may seek to bring you targeted local customers via ads delivered on Facebook. In order to enable us to deliver this service, you must provide us access to your Facebook account and authorize us to act as your administrator solely in connection with promotion of your ads on Facebook. While we will use your Facebook account in connection with this service, you will continue to be bound by Facebook's relevant terms and conditions, including without limitation its relevant ad policies at <https://www.facebook.com/policies/ads> which, among other things, reserve Facebook's right to reject or remove ads in Facebook's sole discretion. All content that will be posted on Facebook as part of this service will comply with our content guidelines, and you hereby authorize us to disseminate such content, unless otherwise directed by you in writing. We cannot control and are not responsible for the policies of any third-party publisher, such as Facebook, or for any alteration, enforcement or interpretation thereof.

**2.5. Duration.** Upon receipt of your signed Order Form, we will initiate the process of setting up your campaign. The duration of the campaign (the "Campaign Period") shall run from the Actual Start Date until the Actual End Date, unless earlier terminated by the parties as provided herein. The "Actual Start Date" refers to the actual commencement date of a campaign. You acknowledge that we may take up to ten (10) business days or longer to review and prepare the campaign (or longer, if we have been asked to provide Creative Services or if we experience technical difficulties with your campaign) and may require further input from you before distributing your campaign to the publishers. The publishers may then take additional time to initiate the campaign. The "Actual End Date" of a campaign will be the day when 98% or more of the Campaign Budget for the last Campaign Cycle has been exhausted. You acknowledge that it may take more or less time to exhaust the Campaign Budget due to, among other things, the scheduling and inventory constraints of the publishers.

**2.6. Campaign Cycles.** Each Campaign Period consists of Campaign Cycles. Each "Campaign Cycle" is the period of time from our commencement of applying the Campaign Budget until such time as no less than 98% of the Campaign Budget has been utilized. While, on average, this is approximately a 30-day period, we make no guarantee with respect to the time it takes to utilize the Campaign Budget. You acknowledge that all statistics provided by us evidencing such utilization shall be conclusive and binding for all purposes of these Supplemental Terms.

**2.7. Campaign Pauses.** You may request a pause in your campaign, however, it shall be in our reasonable discretion as to whether a campaign pause is appropriate. In addition, we may review any campaign pause from time to time during the pause to determine whether the campaign

should be reinitiated. In order to request a campaign pause, you must specify a planned reactivation date, have a credit card on file and your account must be current.

### **3. Search Engine Marketing Fees.**

**3.1. Timing and Payment of Search Engine Marketing Fees.** You will be responsible for payment in full of all fees set forth in an applicable Order Form. Prior to the initial Campaign Cycle, you shall pay the Cycle Payment for the initial Campaign Cycle and any Campaign Set-Up Fees. You shall also remit the Cycle Payment in advance of each subsequent Campaign Cycle. In order to avoid any pauses in the campaign, we may charge your credit card for the upcoming Campaign Cycle when approximately 80% of the Campaign Budget for the current Campaign Cycle has been exhausted. We reserve the right to adjust the timing for upfront payments applicable to subsequent Campaign Cycles, based on payment history or if we accept payment by other means. You understand and acknowledge that all amounts owed must be paid in advance of each Campaign Cycle and that, in addition to being in breach of your contractual obligations, your campaign may be paused or terminated if timely payment is not made. You agree that your authorization of payment by credit card permits us to charge such credit card to recover any promotional credits or cancellation fees that may be due hereunder.

**3.2. Campaign Budget Roll-Over/Under.** You understand that if your Campaign Budget is not exhausted in a given month during the initial term, remaining budget will allocate to the next initial term month. If your actual monthly spend exceeds your Campaign Budget, the following month's Campaign Budget will be reduced by the amount equal to the overspend. Should you elect to renew your Services at the end of the initial term, any unspent Campaign Budget will allocate to the first month of your renewal term. If you fail to renew or you cancel your Services at the end of your initial term, any unspent Campaign Budget will not be refunded or allocated to another month. In addition, the remaining unspent Campaign Budget may not be used as a credit towards other products or services.

**3.3. Changes to Search Engine Marketing Fees.** We reserve the right to change search engine marketing fees any at any time, provided that such changes will not take effect until a new Order Form has been executed by you.

**3.4. Promotional Credits.** If we offer any special promotions that provide you with credits or other incentives in connection with search engine marketing Services, and you cancel one or more of these Services prior to completion of the Campaign Period, then in addition to any other cancellation penalties you may be subject to, you will be required to repay to us the full amount of any such promotional credits or other incentives. You are not entitled to any credits, discounts, rebates, or refunds provided to us by publishers.

**3.5. Other Payment Terms.** For avoidance of doubt, the other payment terms set forth in your Master Services Agreement shall also apply to search engine marketing fees.

### **4. Advertising Content and Keywords.**

**4.1. Ad Content.** You will deliver all content required for any ad to us. If such content does not conform to our or any publisher's specifications, then we or the publisher may, in its sole discretion, reject

such ad or modify it to meet our or publisher's requirements or to address campaign performance issues. If an ad is rejected, we will ask you to provide another ad. You acknowledge that you may be limited in your ability to make further modifications to your ads after they have been delivered to us. The acceptance of an ad does not constitute approval or endorsement of the ad by us or by any publisher.

**4.2. Appearance.** The size, color, font, highlighting and arrangement of ads may be different from that appearing in any sales collateral or copy sheet and from web page to web page, and the associated listing's enhancements may be omitted as a result of a publisher's or user's browser settings or hardware, software or system limitations or the manner in which the listing is transferred to any third party prior to its display to the user.

**4.3. Our Rights.** You agree that: (i) we may truncate, edit, refuse, reject or exclude from any use in connection with your ads and Services any content we obtain or links we establish under the licenses you grant us in your Master Services Agreement; (ii) we may modify, expand, or utilize data within, augment content from, or add links to your ads, website, business profile, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users; (iii) we and our contractors may use search algorithms and other methods to map end user search terms to categories and keywords that you select; and (iv) the search terms in response to which your ads may appear may differ from the specific categories and keywords that you selected.

**4.4. Keywords.** We shall have discretion to select the individual words or phrases ("Keywords") to be used in connection with the campaign. You may also request the use of certain Keywords. While we will use reasonable efforts to use Keywords suggested by you, we make no guarantee that any such Keywords will be used. To the extent that we use Keywords of our choosing, we shall be under no obligation to disclose such Keywords to you. To the extent that you elect to use Keywords that include the names of your competitors or trademarked terms ("Competitor Keywords"), you do so at your own risk and acknowledge and agree that you bear all liability associated with such action. Without limiting the foregoing, you further acknowledge that we may, at any time and in our sole discretion, remove Competitor Keywords, but will not have the obligation to do so. In addition, if you or your business is regulated by any professional, governmental or other regulatory rules or guidelines restricting your use of advertising, it is your sole responsibility to notify us and ensure compliance.

**4.5. Links.** If your ads contain links, you: (a) grant us and our sublicensees a royalty-free unrestricted right and license to establish those links and to cause the link(s) to open new browser window(s) and publish the website(s) designated by the link(s) within such window within your ads; (b) represent and warrant that (i) you have the right and authority to grant the foregoing right and license and that the foregoing does not infringe on any copyright or any other right of any other person, and (ii) all copy and content of all websites to which your ads link complies with all applicable laws and regulations; and (c) grant us a royalty-free, worldwide right and license, solely for the purposes described in your Master Services Agreement, (i) to access, index, cache, and display the websites to which your ads link, including by any automated means such as web spiders or crawlers, (ii) to create and display copies of any text, graphics, images, audio, video, and all other material included on such websites, and (iii) to create and display thumbnail and full-scale copies of any images or video included on such websites.

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