



SuperLeadsSM - Multi-Product Terms and Conditions

Rev. Jan / 2010

If you have ordered SuperLeadsSM - Multi-Product Advertising, you agree to the Electronic Ads and Electronic Services Terms and Conditions, to the Direct Mail Advertising Terms and Conditions (excluding pricing, billing, and cancellation terms, and only if direct mail products are included within your SuperLeads - Multi-Product Advertising) and to the following additional terms and conditions:

1. Definitions.

- a. A "Lead" is (i) a call to a Metered Number in a Print Ad, (ii) based on a conversion formula established by us and which can be changed by us from time to time in our sole discretion, a certain number of clicks on an Electronic Ad that is accessed via the internet or a certain number of impressions of an Electronic Ad that is accessed via non-internet media; or (iii) an email or an electronic form submission to a proxy URL established by us in connection with your SuperLeads - Multi-Product Advertising or Optimization Advertising.
- b. "Lead Charges" has the meaning set forth in Paragraph 5 below.
- c. "Maximum Monthly Charge" is an amount up to 150% of the monthly rate shown on the Advertising Agreement.
- d. "Metered Number" has the meaning set forth in Paragraph 2 below.
- e. "Minimum Monthly Charge" is an amount equal to 40% of the monthly rate shown on the Advertising Agreement.
- f. "Non-Breach Status" means that you are not in breach of the Advertising Agreement or these terms and conditions.
- g. "Optimization Advertising" has the meaning set forth in Paragraph 4 below.
- h. "Price Per Lead" is an amount equal to the monthly rate shown on the Advertising Agreement multiplied by 12 and divided by the number of Projected Leads.
- i. "Projected Leads" means the total number of Leads projected for your SuperLeads - Multi-Product Advertising during the Term as stated in the campaign summary authorized at the time of the sale.
- j. "Service" has the meaning set forth in Paragraph 2 below.
- k. "Total Package Price" is an amount equal to the monthly rate shown on the Advertising Agreement multiplied by 12.

2. Metered Number. Using one or more unique telephone numbers (the "Metered Number(s)") acquired by us and inserted in the SuperLeads - Multi-Product Advertising, we will measure the number of incoming calls to the Metered Numbers and provide you with periodic reports by making such reports available online or by another method in our sole discretion (the "Service"). These reports will also include other kinds of Leads generated by the SuperLeads - Multi-Product Advertising and the Optimization Advertising, as applicable. We reserve the right to disregard any Leads that we determine to be fraudulent or duplicative in our sole discretion. We will provide the Metered Number(s) for the Issue Period of the applicable directory in which those Ads are published plus three months, followed by three months of recorded referrals to your current business number. **The Metered Number(s) will be disconnected or reassigned after such three-month referral period if not renewed.** You authorize us to act as your agent in acquiring the Metered Number(s) and grant us the exclusive right to receive all telephone call data arising from the Metered Number(s). We do not guarantee any specific exchange for any Metered Number. You understand and agree that callers outside your local directory area may incur a toll when calling a Metered Number, and that the Metered Number(s) cannot accept collect calls. You agree that we have copyright ownership of all Metered Numbers, you cannot assign any Metered Number, and that ownership of the Metered Number(s) cannot be transferred to you at any time.
3. Your Responsibilities. You will not cause or permit the Metered Number(s) to be published or otherwise used in any other advertising medium, including, without limitation, other directories, other electronic advertising, signs, business cards, flyers, direct mail, newspaper, radio, or vehicle messages. If you change your local telephone service provider or any of the local telephone numbers to which a Metered Number is forwarded during the period we are providing the Service, you will immediately notify our Call Measurement Services administrator by calling 888-258-3233. We are not responsible for any failure of the Service resulting from your failure to do so.
4. Optimization Advertising. In an effort to deliver the Projected Leads, we reserve the right to publish additional advertising for you (at no additional charge to you) in other SuperMedia print and/or electronic publications (the "Optimization Advertising"), which advertising may include the Metered Number. We further reserve the right to discontinue the SuperLeads - Multi-Product Advertising and/or the Optimization Advertising when we determine, in our sole discretion, that the Projected Leads have been met or will be met without such SuperLeads - Multi-Product Advertising and/or Optimization Advertising. If the Optimization Advertising includes advertising in our direct mail products, you also agree to the Direct Mail Advertising Terms and Conditions (excluding pricing and billing terms) posted on www.superpages.com/terms.
5. Charges. You agree to pay the Minimum Monthly Charge regardless of the number of Leads generated. In the alternative, if the number of Leads per month multiplied by the Price Per Lead (the "Lead Charges") exceeds the Minimum Monthly Charge, you agree to pay the Lead Charges, subject to a monthly cap equal to the Maximum Monthly

Charge, in which case any excess of the Lead Charges over the Maximum Monthly Charge will be added to the Leads Charges on the following month's bill, subject again to the Maximum Monthly Charge. Provided that you are in Non-Breach Status, once the cumulative charges reach the Total Package Price, we will no longer charge the Minimum Monthly Charge or the Lead Charges during the Term.

6. You may not cancel any Ad or Service included in your SuperLeads – Multi-Product Advertising after the period permitted in Section 4 of the Advertising Agreement.

7. Confidentiality. You agree that we may use, disclose, and publish, at our discretion, all information and results arising from the SuperLeads - Multi-Product Advertising or the Optimization Advertising. You may not disclose to any third party the existence or terms of this Agreement or the results arising from the SuperLeads - Multi-Product Advertising or the Optimization Advertising.

8. Remedies. If you breach the Advertising Agreement, including these terms and conditions and payment obligations, in addition to all other remedies available to us under the Advertising Agreement, we may terminate any SuperLeads - Multi-Product Advertising and/or any Optimization Advertising, terminate the Metered Number(s), and/or require you to reimburse us for all Metered Number charges for the Metered Number(s) and our other expenses associated with providing the Service.