SuperGuarantee® Trademark License Agreement

Rev February 24, 2010

IMPORTANT - READ THE AGREEMENT SET FORTH BELOW CAREFULLY BEFORE CLICKING ON "I AGREE" AT THE END OF THIS AGREEMENT, AND DO NOT CLICK ON "I AGREE" IF YOU DO NOT AGREE TO THE AGREEMENT.

For purposes of this Tradmeark License Agreement (the "Agreement") SuperMedia LLC, a Delaware limited liability company, having a business address at 2200 West Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261 shall be known as the ("LICENSOR") and the entity that the authorized representative clicks "I AGREE" for shall be known as the ("LICENSEE").

I. Binding Agreement

LICENSEE'S CONDUCT IN CLICKING ON "I AGREE" BELOW EVIDENCES (1) LICENCEE'S AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT (AS THE SAME MAY BE AMENDED BY LICENSOR FROM TIME TO TIME AS SET FORTH BELOW), AND (2) LICENSEE'S WAIVER OF ALL CLAIMS, DEFENSES AND ARGUMENTS BASED ON ANY ASSERTION THAT THIS AGREEMENT IS UNENFORCEABLE. LICENSEE agrees that its acceptance of this Agreement, given electronically, will have the same legal effect as if this Agreement had been signed personally. To the extent that LICENSEE'S conduct in clicking on "I Agree" below is ever held to be insufficient for purposes of evidencing an intent to be bound to the terms and conditions of this Agreement and any amendment(s) hereto, LICENSEE shall and does hereby further agree to execute such additional documents as LICENSOR may request from time to time, evidencing such intent.

II. CONSENT TO ELECTRONIC COMMUNICATION.

By clicking "I Agree" LICENSEE is consenting to receive communications by any lawfully permitted electronic manner, including, posting them on the ShieldPower program Webpage or by e-mail to the primary e-mail address LICENSEE has provided to LICENSOR ("Electronic Communications"). LICENSOR reserves the right to send communications via paper under certain conditions. Among other instances, LICENSOR may send paper communications to LICENSEE: (i) if the e-mail address LICENSEE provided does not accept the confirmation e-mail we deliver to LICENSEE or (ii) if there is a technical malfunction preventing LICENSOR from sending electronic notices to LICENSEE. LICENSOR reserves the right to stop delivery of Electronic Communications in its sole discretion. In addition, you agree that we may contact you regarding your ads or services, or offers to provide ads or services, whether by live telephone, recorded message, U.S. mail or other mail, facsimile or e-mail. In order to receive Electronic Communications LICENSEE must have access to a personal computer with a 128 bit javascript enabled browser, Internet access and a valid electronic mail account supported by software that enables LICENSEE to receive electronic communications. In order to store Electronic Communications LICENSEE will need a printer connected to its computer to enable LICENSEE to print such communications for storage in its off-line files or a hard drive or disk drive to download the Electronic Communications for storage on LICENSEE'S computer.

RECITALS

WHEREAS, LICENSOR owns the mark SuperGuarantee, which is used in connection with the LICENSOR'S SuperGuarantee program (the "SuperGuarantee Program");

WHEREAS, among other things, the SuperGuarantee Program provides consumers with dispute resolution and monetary benefits in connection with any issues arising out of the services provided by select service providers that advertise with LICENSOR; and

WHEREAS, LICENSEE wishes to use the SuperGuarantee mark as a component of the ShieldPower licensing program (the "Shield Power Program"), in connection with the promotion of its business, and LICENSOR wishes to permit this pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License.

A. For so long as LICENSEE remains in compliance with the terms, conditions and restrictions set forth in this Agreement, the ShieldPower Program Requirements (described at Schedule C) as they may be updated upon written or electronic notice by the LICENSOR, and such other restrictions as LICENSOR may reasonably impose from time to time upon written or electronic notice to LICENSEE or by posting on the SuperGuarantee Web Site (with LICENSEE having 30 days to comply with such other restrictions as LICENSOR may reasonably impose from time to time), LICENSOR grants LICENSEE a limited, non-assignable, non-transferable, non-exclusive right and license, without the right to sublicense, from the date of entering into this Agreement (the "Effective Date") through the remainder of the Term of this Agreement, license and right to (a) use the mark SuperGuarantee as depicted at Schedule A (the "Licensed Mark") solely in the manner described on Schedule B hereto and solely in connection with LICENSEE's business (the "Licensed Purpose") and (b) access the ShieldPower Program Website to download the Licensed Mark and/or relevant ShieldPower Program materials, provided LICENSEE conforms to the terms and conditions contained on the Website. All rights not explicitly granted hereunder are reserved by LICENSOR.

B. In the event the Term of this Agreement expires pursuant to the terms of Section 8, the license granted in Section 1(A) shall be revoked automatically and all rights shall revert back to LICENSOR.

C. Notwithstanding anything else to contrary, the license granted under Section 1(A) cannot be used in connection with:

(i) direct mail campaigns, Internet yellow pages, Internet white pages or in connection with any competing offline or online publications and/or products to the products, services and/or business of LICENSOR; or

(ii) any activities, services, business, items or products that are unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, profane, offensive, hateful, racially, ethnically or otherwise objectionable.

2. Ownership of Licensed Mark.

A. LICENSOR shall retain full ownership of the Licensed Mark and shall have the sole right to prosecute and maintain any service mark/trademark applications and/or registrations for the Licensed Mark. LICENSEE agrees not to use any trademark, service mark, domain name or trade name that is identical, or confusingly similar, to any one or more of the Licensed Marks, except as permitted by this Agreement. LICENSEE shall not file or obtain any service mark/trademark applications, trademark registrations or Internet domain name registrations comprised of or containing the Licensed Mark or any wording similar to the Licensed Mark.

B. LICENSEE shall not contest, challenge or attack LICENSOR's exclusive rights in and to the Licensed Mark, variations of the Licensed Mark or the validity of the license granted pursuant to this Agreement, and agrees that it will not do anything that is inconsistent with such ownership.

C. All use of the Licensed Mark by LICENSEE shall inure to the benefit of LICENSOR. LICENSEE shall not acquire any right, title or interest in or to the Licensed Mark or any goodwill associated with the Licensed Mark.

D. LICENSEE will cooperate reasonably with LICENSOR, at LICENSOR's expense, in the procurement of any registration of the Licensed Marks which LICENSOR may choose to undertake at LICENSOR's sole discretion, including, but not limited to supplying LICENSOR with evidence of its use of the Licensed Marks.

3. Use of Licensed Mark.

A. LICENSEE shall use the Licensed Mark solely for the Licensed Purpose or for any purpose other than the Licensed Purpose that the Parties may mutually agree to in writing.

B. LICENSEE also agrees that it shall cause to appear on all advertisements, promotions and other displays on or in connection with which the Licensed Marks are used, such legends, markings and notices as the LICENSOR may reasonably require in order to give appropriate notice of any trademark rights therein.

4. License Fee.

A. The LICENSEE shall receive the Licensed Mark for no fee from the Effective Date until at least 1 year from the Effective Date (the "One Year Anniversary Date"). The no fee period shall extend from at least the One Year Anniversary Date until that date after the One Year Anniversary Date that LICENSOR first reviews the LICENSEE's advertising account with the LICENSEE (the "First Review Date").

(i) In the event LICENSEE does not decrease or increases its advertising spend with LICENSOR as of the First Review Date, LICENSEE shall continue to receive the LICENSE for no fee.

(ii) In the event LICENSEE decreases its advertising spend with the LICENSOR as of the First Review Date or any subsequent review date occurring after the First Review Date, LICENSEE shall then from that date on ("Initial Fee Date") be charged an annual licensee fee equal to then applicable license fee, which shall be due on each anniversary date of the Initial Fee Date (the "License Fee"). LICENSEE will be charged the License Fee in effect as of the Effective Date. LICENSEE is encouraged to stay abreast of any changes in the Licensee Fee that may occur after their first annual License Fee.

B. In the event the LICENSEE fails to pay the License Fee as required under Section 4(A)(ii), then this Agreement shall terminate pursuant to Section 8 of this Agreement and the license granted under Section 1(A) shall become null and void in accordance with Section 1(B) of this Agreement.

C. **Notwithstanding anything herein to the contrary, with respect to the version of the Licensed Mark obtained in connection with the purchase from LICENSOR of an item bearing the Licensed Mark**, the LICENSEE shall pay the fee associated with the item bearing the Licensed Mark in accordance with the fee schedule and terms maintained at the ShieldPower Website.

5. Infringement.

A. In the event LICENSEE becomes aware of any unauthorized use of the Licensed Marks, or infringing uses or acts of unfair competition or dilution or of any uses of confusingly or substantially similar trademarks, service marks, trade names or domain names, on or in connection with the marketing, advertising or provision of similar goods or services (each, an "Unauthorized Use"), LICENSEE shall promptly notify LICENSOR in writing thereof.

B. LICENSOR will have the right, but not the obligation, to challenge and attempt to eliminate each Unauthorized Use. LICENSEE, at LICENSOR's expense, shall reasonably cooperate with LICENSOR in investigating, prosecuting and settling any infringement action instituted by LICENSOR against any person or entity engaging in an Unauthorized Use. LICENSEE, at its own expense, will have the right to participate with counsel of its own choice in the investigation, prosecution and/or settlement of any such infringement action instituted by LICENSOR.

C. Any recovery obtained in connection with or as a result of any infringement action contemplated under this Section 5, whether by settlement or otherwise, will be retained by the LICENSOR.

6. Quality Control.

A. LICENSEE is familiar with the high quality standards employed by LICENSOR in the provision of the SuperGuarantee Program as well as its primary businesses. LICENSOR approves and adopts, and LICENSEE agrees to maintain, that standard of quality maintained by LICENSOR for the Superguarantee Program and in its primary businesses on the Effective Date as the overall standard of quality for the Licensed Purpose. LICENSOR shall operate its business in such a way so as to meet commercially reasonable business standards.

B. Upon LICENSOR's reasonable request, LICENSEE shall send to LICENSOR samples of products, services or other items that comprise the Licensed Purpose, as well as, logos packaging, advertising, marketing materials and other materials bearing the Licensed Mark. LICENSEE shall also permit LICENSOR to visit any premises that are associated with the use of the Licensed Mark.

7. Representations and Warranties.

A. Each party represents and warrants to the other that:

i. It has all requisite power and authority to enter into, execute and deliver this Agreement, and to consummate the transactions contemplated by this Agreement in accordance with the provisions hereof, and that this Agreement has been duly and validly executed by an authorized representative of such party and constitutes a valid and binding obligation of such Party enforceable in accordance with its terms.

ii. Its execution of this Agreement, and performance of its obligations hereunder will not cause it to be in violation of any other agreement it may have with any third party(ies).

B. LICENSEE further represents, warrants, covenants and agrees that: (i) it will comply with the requirements of the SuperGuarantee Program; (ii) it will comply with the terms of the advertising agreement entered into between LICENSEE and LICENSOR; (iii) it will provide quality service, repond to customer complaints promptly, make every effort to ensure customer satisfaction and be bonded and or licensed as required by law or its respective trade; (iv) it will make payments for advertising purchased from LICENSOR as per the terms of such advertising; (v) it does not have any material litigation that

relates to the services/products associated with the Licensed Mark; (vi) it will make reasonable efforts to visit the ShieldPower Program Webpage for changes and updates; and (vii) it maintains adequate insurance coverage for its business operations, products and services.

8. Term.

The term of this Agreement shall commence on the Effective Date and shall expire upon the earlier of (i) LICENSEE'S breach of this Agreement or (ii) immediately after the bankruptcy or liquidation of LICENSEE (the "Term"), unless sooner terminated pursuant to the terms of this Agreement.

9. Termination; Suspension.

A. Convenience. LICENSOR may terminate this Agreement for convenience, and with or without cause, at any time, upon not less than thirty (30) days prior written notice to the LICENSEE.

B. Breach. LICENSOR may terminate this Agreement immediately upon written notification to LICENSEE if LICENSEE materially breaches its obligations hereunder, including, but not limited to, the obligations at Section 7(B) or a failure to comply with the ShieldPower Program Requirements, and thereafter fails to cure such breach within thirty (30) days following its receipt of written notice of the existence thereof from the LICENSOR.

C. Change of Control. LICENSOR may terminate this Agreement in its sole discretion immediately and without notice in the event that there is a Change of Control of LICENSEE.

D. Cessation of Service. LICENSOR may terminate this Agreement upon written notice to LICENSEE in the event it ceases operation of its SuperGuarantee Program, ShieldPower Program, SuperPages Website or the SuperPages service.

E. Other. LICENSOR may terminate this Agreement immediately and without further notice:

i. if LICENSEE assigns this Agreement or any of its rights hereunder, except as expressly authorized by the terms of this Agreement;

ii. if it becomes aware of the existence of any claim or allegation that LICENSEE has infringed upon the intellectual property rights of any third party, and LICENSEE thereafter fails to immediately cease and desist from any further use of the allegedly infringing mark or material, until such claim or allegation has been finally adjudicated or resolved in favor of the allowance of such usage; provided, however, that LICENSOR's failure to terminate this Agreement in such event will not have any affect whatsoever on LICENSEE's indemnity obligations under this Agreement;

iii. if LICENSEE engages in any unlawful business practice related to its performance under this Agreement;

iv. if LICENSEE has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of creditors; or

v. if LICENSEE files a voluntary petition for relief under any applicable bankruptcy laws or insolvency laws, or is otherwise adjudged insolvent or bankrupt under any such laws applicable in the United States of America or any of its states.

F. Effect of Termination. Upon the termination or expiration of this Agreement:

i. The parties will immediately cease representing to the public any affiliation between them in connection with the subject matter of this Agreement;

ii. All licenses granted in this Agreement will terminate and revert automatically to LICENSOR ;

iii. LICENSEE shall cease any and all storage and use of all Licensed Marks, and provide to LICENSOR, within ten (10) days after the termination or expiration of this Agreement, a written certification from an officer of LICENSEE that all Licensed Marks in LICENSEE's possession or control have been destroyed and deleted, or returned, to LICENSOR;

iv. LICENSEE shall return, or destroy and delete, any and all LICENSOR Confidential Information.

v. LICENSEE shall not be entitled to any refunds of any monies paid in connection with the License granted hereunder.

vi. Sections 10, 11, 12 and 19 will survive following termination or expiration of this Agreement.

10. Indemnification.

A. Subject to Section 10(D), LICENSEE shall indemnify, hold harmless and defend LICENSOR and its officers, directors, employees, representatives and agents, against any and all claims, suits, losses, damage, costs, fees and expenses (including reasonable attorneys' fees) resulting from or arising out of any act or omission by LICENSEE in its exercise of this license. This indemnification shall include, but not be limited to, any product liability claims.

B. LICENSOR shall notify LICENSEE in writing of any claim or suit brought against LICENSOR in which LICENSOR intends to invoke the provisions of Section 10(A). LICENSEE shall keep LICENSOR informed on a current basis of its defense of any claims under Section 10(A). LICENSOR shall have the right to be represented in any suit or action by advisory counsel of LICENSOR's selection at LICENSOR's expense.

C. LICENSEE shall promptly notify LICENSOR of any infringement of the Licensed Mark that comes to LICENSEE's attention. LICENSOR shall have the sole right to take any and all actions, including legal actions, which are necessary to promptly terminate such infringement. LICENSOR may prosecute any action in its own name or join LICENSEE as a party thereto, but LICENSEE shall not have any rights against LICENSOR for damages or otherwise by reason of LICENSOR's failure to prosecute any such action. LICENSEE shall have the right to be kept reasonably informed of the status and progress of all actions instituted by LICENSOR pursuant to this Section 10(C). LICENSOR shall bear all costs and expenses of any actions which it institutes pursuant to this Section 10(C) (including any reasonable attorneys' fees), and LICENSOR shall be entitled to retain, for its own benefit, all recoveries and settlement amounts received from suits or settlements involving such actions.

D. LICENSOR agrees, at its sole expense, to defend, indemnify, and hold harmless LICENSEE and its officers, directors, employees, representatives and agents from and against all liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred by LICENSEE in connection with any claim, suit, demand or action alleging that the Licensed Mark, or any portion thereof, when used within the scope of this Agreement, infringes or misappropriates any trademark of a third party.

E. LICENSEE shall notify LICENSOR in writing of any claim or suit brought against LICENSEE in which LICENSEE intends to invoke the provisions of Section 9(D). LICENSOR shall keep LICENSEE informed on a current basis of its defense of any claims under Section 9(D). LICENSEE shall have the right to be represented in any suit or action by advisory counsel of LICENSEE's selection at LICENSEE's expense.

F. The indemnity set forth in this Section 10 shall survive the termination of this Agreement.

11. Confidential Information.

A. Definition. For the purposes of this Agreement, "***LICENSOR Confidential Information***" means any information about LICENSOR's business or activities that is proprietary or confidential (including, without limitation, any and all business, financial, technical and other information relating to LICENSOR, its customers, suppliers and/or affiliates which is provided by LICENSOR to LICENSEE, any and all data and information collected by LICENSEE regarding the ShieldPower Program or the SuperGuarantee Program (which will be owned by LICENSOR) and any and all reports provided by LICENSOR under this Agreement) and which may be marked or designated as "confidential" or "proprietary," otherwise known by LICENSEE to be confidential or proprietary, or which LICENSEE should otherwise recognize as being confidential or proprietary, due to the circumstances surrounding the disclosure. Notwithstanding anything to the contrary, LICENSEE further acknowledges and agrees that all versions of the ShieldPower Program Requirements, any and all data and information collected by LICENSEE regarding the ShieldPower Program and any and all reports provided by LICENSOR hereunder will be owned by LICENSOR and regarded as LICENSOR Confidential Information for all purposes under this Agreement.

B. Exclusions. LICENSOR Confidential Information does not include information which: (i) is in, or enters the public domain without breach of this Agreement, (ii) LICENSEE lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, or (iii) LICENSEE knew prior to receiving such information from LICENSOR, or otherwise develops independently of any knowledge or information received from LICENSOR.

C. Covenant Not to Disclose. LICENSEE covenants and agrees that (i) it will not disclose LICENSOR Confidential Information (received from the other Party) to any third party, or otherwise use such information for its own benefit except as expressly permitted in this Agreement, without the prior written consent of LICENSOR, and further, that (ii) it will use its reasonable efforts, or such greater efforts as it may use to maintain and protect the confidentiality of its own confidential information, in order to maintain and protect the confidentiality of all LICENSOR Confidential Information.

D. Confidential Agreement. Each of the Parties hereby acknowledges and agrees that the terms and conditions of this Agreement itself are confidential and may not be disclosed without the prior written consent of the other Party, and neither Party may unreasonably withhold or delay such consent (except as expressly provided in Section 11(E) below).

E. No Public Announcement. Each Party agrees that it will not make or issue any public announcement or press release about this Agreement or its business relationship with the other Party without the prior written consent of the other Party, which may be granted or withheld by the other Party at its sole discretion. The form and content of any such announcement will be subject to prior written approval of each Party. The provisions of this Section 11(E) will survive any termination of this Agreement.

12. Limitation of Liability; Disclaimers.

A. EXCEPT WITH RESPECT TO THE PARTIES' OBLIGATIONS UNDER SECTION 11 (CONFIDENTIAL INFORMATION), SECTION 10 (INDEMNIFICATION) AS TO CLAIMS BROUGHT BY THIRD PARTIES, AND LICENSEE'S OBLIGATIONS UNDER SECTION 1 (LICENSE) AND 6 (REPRESENTATIONS AND WARRANTIES) RESPECTIVELY OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS) ARISING FROM THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT WITH RESPECT TO THE PARTIES' OBLIGATIONS UNDER SECTION 11 (CONFIDENTIAL INFORMATION), SECTION 9 (INDEMNIFICATION) AS TO CLAIMS BROUGHT BY THIRD PARTIES AND LICENSEE'S OBLIGATIONS UNDER SECTION 1 (LICENSE) AND 6 (REPRESENTATIONS AND WARRANTIES) RESPECTIVELY OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION ON A CUMULATIVE BASIS EXCEED (TEN THOUSAND DOLLARS) $10,000.00. LICENSOR MAKES NO REPRESENTATIONS THAT THE OPERATION OF ITS SERVERS, SITES OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

B. EACH OF THE PARTIES, ACTING ON BEHALF OF THEMSELVES AND THEIR AFFILIATES, HEREBY DISCLAIMS, AND THE OTHER HEREBY WAIVES, ON BEHALF OF ITSELF AND ITS AFFILIATES, ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMTATION, ALL IMPLIED WARRANTIES OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY HAS MADE ANY REPRESENTATIONS OR WARRANTIES EXCEPT THOSE SET FORTH HEREIN. LICENSEE SHALL MAINTAIN NO RESPONSIBILITY OR LIABILITY FOR ANY LICENSOR PRODUCT, SERVICE OR ACTION.

C. LICENSOR HEREBY DISCLAIMS THAT THE SHIELD POWER PROGRAM WILL INCREASE OUR MAINTAIN SALES FOR LICENSEES.

13. Relationship. The parties are independent contractors and neither has any power or authority to assume or create any obligation or responsibility on behalf of one another. This Agreement will not be construed to create or imply any partnership, agency or joint venture, and each party will be solely responsible for any costs and expenses it may incur in the performance of its obligations under this Agreement, or in the operation of its respective services and Web sites, and neither party will have any

duty or obligation to the other with respect to any such costs or expenses. Neither party nor its employees will be eligible for any employment benefits provided by the other to its employees. NO USE OF THE LICENSED MARKS BY LICENSEE SHALL CREATE ANY RESPONSIBILITY OR LIABILITY ON THE PART OF LICENSOR.

14. Injunctive Relief / Dispute Resolution.

A. Injunctive Relief. The parties agree that the breach by LICENSEE of their respective obligations regarding LICENSOR's Confidential Information could result in irreparable injury for which there is no adequate remedy at law. Therefore, in the event of any such breach or threatened breach by LICENSEE of such obligations or covenants, LICENSOR will be entitled to seek temporary and permanent injunctive relief, in addition to any other remedies to which it may be entitled, at law or in equity.

B. Dispute Resolution.

(i) Procedures: LICENSEE agrees any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation ("Disputes"), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation, the Disputes then shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of Texas, Dallas County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association ("AAA").

(ii) Restrictions on Arbitration: Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator's authority to resolve Disputes and to make awards is limited to Disputes between LICENSEE and LICENSOR alone, and is subject to the Limitation of Liability set forth in these Terms of Use. Furthermore, Disputes brought by either party to this Agreement against the other may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Should any portion of this Section 14(B) be stricken from these Terms of Use or deemed otherwise unenforceable, then this entire Alternative Dispute Resolution section shall be stricken from these Terms of Use.

(iii) Enforcement: The provisions of this Alternative Dispute Resolution section may be enforced in a court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including attorney fees) incurred in obtaining the enforcement of this provision, to be paid by the party against whome enforcement is ordered.

15. Successors and Assigns.

LICENSEE may not assign its rights or delegate its duties under this Agreement without the prior written consent of LICENSOR. LICENSOR has the unrestricted right to assign its rights or delegate its

duties under this Agreement to any person or entity. This Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective permitted successors and assigns.

16. No Waiver.

No course of dealing or failure of LICENSOR to strictly enforce any of the terms and conditions of this Agreement will be construed as a waiver of the future performance of that term or condition.

17. Severability.

In the event that one or more provisions contained in this Agreement are for any reason held to be unenforceable in any respect, such unenforceability will not affect any other term or condition of this Agreement and this Agreement will be construed as if the unenforceable provision was not contained in this Agreement.

18. Entire Agreement/Amendment.

This Agreement comprises the entire understanding and agreement between LICENSEE and LICENSOR with respect to the subject matter hereof and supersedes and makes void any related prior understandings or agreements that may have existed between LICENSEE and LICENSOR, either written or verbal, with respect to the subject matter hereof. LICENSOR may amend this Agreement and modify the constituent programs upon written or electronic notice to the LICENSEE.

19. Conflict of Laws.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its choice of law rules.

SCHEDULE A
Licensed Mark(s)

superguarantee®

superguarantee®

superguarantee®

superguarantee®

Backed by
superguarantee®

Backed by
superguarantee®
Get the job done right.

Backed by
superguarantee®

Backed by
superguarantee®
Get the job done right.

Backed by superguarantee®

Backed by superguarantee®

Backed by superguarantee®
Get the job done right.

Backed by superguarantee®
Get the job done right.

SCHEDULE B

Licensed Purpose

The table below outlines the use of the Licensed Mark for the ShieldPower Program. Please reference the ShieldPower Usage Guide for additional detail related to the use of the Licensed Mark.

Shield Use	ShieldPower Program *
Business Cards	Will have license to SUPERGUARANTEE artwork/images that can be used on corporate business cards for the company that is in the SUPERGUARANTEE program, as well as SUPERGUARANTEE stickers available for license. Cannot be used on personal business cards or for companies that are not part of the SUPERGUARANTEE.
Letterhead/stationery	Will have license to SUPERGUARANTEE artwork/images that can be used on company letterhead and stationery used for business purposes (for the service they are SUPERGUARANTEE qualified for). Cannot be used for non business purposes, services not covered by the SUPERGUARANTEE, or on personal stationery.
Collateral/brochures	Will have license to SUPERGUARANTEE artwork/images that can be used on company collateral/brochures (for the service they are SUPERGUARANTEE qualified for), as well as SUPERGUARANTEE branded collateral available for sale. Cannot be used in non-business related materials or for services not covered by the SUPERGUARANTEE.
Tchotchke items: calendars, post its, pens, mugs, water bottles, etc.	Items available for license or artwork can be supplied for use in creating items. Can be given to clients or used by employees. Cannot be used for non-business related events.
Magnets (refrigerator type)	Items available for license or artwork can be supplied for use in creating items. Can be given to clients or used by employees. Cannot be used for non-business related events.
Window stickers/clings	Items available for license or artwork can be supplied for use in creating items. Cannot be used for non-business locations.
Point of Sale Display	Items available for license or artwork can be supplied for use in creating items. Can be given to clients or used by employees. Cannot be used for non-business locations or non-business related events.
Uniforms (T-shirts, Hats, Jackets)	Artwork images can be used on company uniforms. Cannot be used in conjunction with a competitor's logo.
Banners	Can be used on banners displayed within the business location or at tradeshows or sponsored events.

	Banners must be used for a business related event or to support or promote the business.
Vehicles magnets/stick-ons	Items available for license or artwork can be supplied for use in creating items. Can be used on business vehicles. Cannot be used on personal vehicles.
Vehicle wraps	Can be used on business vehicles. Cannot be used on personal vehicles.
Client web site	Can be used on business Website. Cannot be used on non-business related Websites.
Online Banner Ads	Can be used in company banner ad advertising on approved external sites. Cannot be used on unapproved sites.
Outdoor advertising: Billboards, subways, buses, taxis, trains, shopping carts, sports arenas, yard signs	Can be used on business related outdoor advertising.
Magazine	Can be used in business related publications.
Newspaper	Can be used in business related ads.
Television	Can be used in business related ads.
Radio	Can be used in business related ads.
Trade Publications	Can be used in business related publications.
Tradeshow Booths	Can be used in business related tradeshows.
Tradeshow venues, printed material	Can be used in business related tradeshows.
On press releases	Can be used on business related press releases.

*General Rule: THE SHIELD CANNOT BE USED ANY WAY WITH A COMPETITOR PRODUCT, SERVICE, LOGO OR BUSINESS.

SCHEDULE C

ShieldPower Program Requirements

- As a prerequisite to joining the ShieldPower Program, clients must be in the SuperGuarantee program and maintain membership in SuperGuarantee for the life of the license agreement.
- ShieldPower Program participants must agree to and adhere to the program Agreement.
- Licensees agree to provide excellent customer service and promise to work with SuperMedia to satisfactorily resolve any consumer initiated service claims reported through the SuperGuarantee Program.
  Licensees agree to use the marks as outlined in Schedule B and the ShieldPower Usage Guide. Any other use of the shield must be requested and approved by SuperMedia in writing. SuperGuarantee Support, 2200 West Airfield Drive, P.O. Box 619810, D/FW Airport, Texas 75261, Attention: Laura King
- Licensees will not be allowed to use the shield in advertising or other marketing material placed with a competitor