MARKETING SERVICES AGREEMENT

Terms and Conditions – EveryCarListed.com®
Inventory Marketing Standard Listings, Oodle Pro,
Premium Video Programs

"You" means the individual or business entity listed above. ""We," "us" and "our" means SuperMedia LLC. "Electronic Ads" and "Ads" means advertising on various electronic media, including the Superpages.com® service, consisting of websites we own and third party websites, wireless platforms, and other applications for which we have agreements from time to time (collectively our "Electronic Platform"). You agree that this Advertising Agreement and any additional terms and conditions ("Additional Terms") that we publish on the websites described in the next sentence and that are in effect on the Agreement Date or that are included in any pre-printed addenda we provide (together, the "Agreement") apply to the Ads and services ("Services") listed in the order section above. **These terms and conditions also are available at www.superpages.com/terms and at www.supermedia.com/help/terms-conditions.jsp. You are responsible for reviewing these terms and conditions and the Additional Terms.**

1. Order. By signing below or by Recorded Oral Agreement (herein so called), you authorize us to publish the Ads listed in this Agreement in the applicable Publications and/or Electronic Platform, and to provide the Services listed in this Agreement. The "Agreement Date" is the date you sign this Agreement or orally consent to this Agreement.

2. Notices. All notices to us must be in writing on dealership letterhead and mailed to EveryCarListed 110 N. College Ave., Suite 201, Tyler, TX 75702 or faxed to 903-534-5889. You agree to maintain a working email address and to notify us immediately of any changes to the email address, during the period covered by the Advertising Agreement. Cancellation notices must include your business name, telephone number, and address. For questions about this Agreement or your advertising, please call Dealer Support at 888-789-2509.

3. Term. **Subject to automatic renewal as described in Section 4 and unless otherwise provided in the Additional Terms**, the initial term for Electronic Ads and electronic Services is 12 months beginning on the date your Electronic Ads and Services are published/accessible online; provided, however, that at any time after the Electronic Ads have been published for 90 days, you may cancel the Electronic Ads and electronic Services, to be effective as of the end of the then-current billing cycle, by calling 888-789-2509. In the event of cancellation, you will remain responsible for all charges incurred through the effective date of cancellation.

4. Revision/Cancellation/Automatic Renewal. **You may revise or cancel your request for Ads and Services only by written notice that is received by us within 21 days after the Agreement Date.** Notwithstanding anything to the contrary contained in Section 3, at any time after the Electronic Ads have been published for 90 days, you may cancel the Electronic Ads and electronic Services, to be effective as of the end of the then-current billing cycle, by calling 888-789-2509. We may automatically renew your Electronic Ads and electronic Services after the end of the initial term for successive one-month terms unless we receive written cancellation notice at least 30 days before the end of the final month of your Electronic Ads and electronic Services. **You agree that the then current undiscounted rates and terms and conditions will apply to automatically renewed Electronic Ads and electronic Services.** We may cancel your Electronic Ads and electronic Services without notice at any time for any reason.

5. Changes to Program Terms. We reserve the right to change the terms on which we provide the Program and may change these terms and conditions by providing you notice via e-mail or by posting such changes online on Everycarlisted.com. Your continued participation in the Program following such changes will constitute consent to such changes. In addition, we reserve the right to terminate the Program at any time for any reason.

6. Leads. In accordance with our Lead Quality Assurance program as described in Section 7 and Section 8, a "Lead" is (i) a call to a Metered Number (hereinafter defined) or (ii) an email to a proxy URL established by us in connection with your Electronic Ads. A Lead is deemed to be a "Billable Lead" unless the following requirements are met:

a. Within 5 days after the Lead was delivered, you notify us through the designated portal that you are returning the Lead and requesting that it be replaced;
b. You provide documentation acceptable to us that the Lead meets at least one of the Rejection Criteria (hereinafter defined); and
c. After investigating the Lead, we determine that the Lead meets at least one of the Rejection Criteria.

7. Lead Quality Assurance Program- Rejection Criteria. We will review each returned Lead within five business days. A Lead will be deemed a Rejected Lead (herein so called) (and therefore not a Billable Lead) if we determine that it meets at least one of the following criteria (the "Rejection Criteria"):

a. Dealer test Lead sent by EveryCarListed Dealer Support Team;
b. Duplicate Lead from the Program Sites within the last 30 days;
c. Incentivized (i.e. consumer entered contest);
d. Incorrect or disconnected phone number;
e. Minor under 18;
f. No answer/unable to leave message;
g. No such person/bad name at number provided;
h. Call to Metered Number from caller not responding to vehicle listing ad; or
i. Caller trying to reach business other than dealership

8. Metered Number. Using a unique telephone number (whether one or more, the "Metered Number") acquired by us, which we insert in Electronic Ads and forward to a target telephone number provided by you, we will measure the number of incoming calls to the Metered Number and provide you with periodic reports by making such reports available online or by another method in our sole discretion (the "Metered Service"). We will provide the Metered Number(s) during the term we provide you with the Electronic Ads. After the applicable period, the Metered Number will be disconnected or reassigned if not renewed. You authorize us to act as your agent in acquiring the Metered Number and grant us the exclusive right to receive all telephone call data arising from the Metered Number. We do not guarantee any specific exchange for the Metered Number. You understand and agree that callers outside your local directory area may incur a toll when calling the Metered Number, and that the Metered Number cannot accept collect calls. You agree that we have copyright ownership of all Metered Numbers, you cannot assign the Metered Number, and that ownership of the Metered Number cannot be transferred to you at any time. You will not cause or permit the Metered Number to be published or otherwise used in any other advertising medium, including, without limitation, other directories, 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 the Metered Number is forwarded during the period we are providing the Metered Service, you will immediately notify the EveryCarListed Dealer Support Center by calling 888-789-2509. We are not responsible for any failure of the Metered Service resulting from your failure to do so. You are solely responsible for the data, including but not limited to, vehicle price and mileage, included in your Electronic Ads whether such data is delivered directly to us by you or by a third party engaged by you.

9. Disclaimers. WE DO NOT WARRANT (I) THE NUMBER OF LEADS TO BE GENERATED BY YOUR ELECTRONIC ADS; (II) THAT ANY LEAD OR QUALITY LEAD REPRESENTS A LEGITIMATE INQUIRY OR INDICATES ANY PROBABILITY OF A PURCHASE TRANSACTION; (III) THAT THE ELECTRONIC ADS WILL APPEAR IN RESPONSE TO A PARTICULAR QUERY; (IV) THE SPECIFIC PLACEMENT OF YOUR ADS RELATIVE TO ADVERTISING OF OTHER BIDDERS OR ADVERTISERS; (V) THAT A BID, OR CHANGE TO OR WITHDRAWAL OF A BID, WILL BE IMPLEMENTED WITHIN A SPECIFIC TIMEFRAME; OR (VI) THE ACCURACY OR CURRENCY OF BIDS OF OTHER BIDDERS. YOU ACKNOWLEDGE THAT BID AMOUNT IS NOT THE SOLE FACTOR DETERMINING PLACEMENT OF YOUR ADS. YOU FURTHER ACKNOWLEDGE THAT THE DISPLAY OF PROGRAM INFORMATION, INCLUDING, WITHOUT LIMITATION, YOUR BIDS AND THE BIDS OF OTHER BIDDERS WILL NOT OCCUR IN "REAL TIME" AND WILL BE DELAYED DUE TO SYSTEM CONSTRAINTS, INTERNET LATENCY, AND OTHER POSSIBLE FACTORS. WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY PROGRAM SITE WE DO NOT OWN.

10. **Charges/Billing.** You agree to pay the monthly rates listed on this Agreement for the period we provide the Ads and Services, rounded up to the nearest month (and for subsequent terms, the then current undiscounted rates). You agree to pay the monthly rates listed on this Agreement for the period we provide the Ads and Services, for each

day that leads are delivered following the Agreement Date. If you have purchased ECLVIDEO, videos of your vehicles will be published on the websites designated to support video and in accordance with the terms in section 19. Rights to use ECLVIDEO on your dealer website requires implementation by you or your website provided from a feed provided by EveryCarListed. If we are not successful in fulfilling the Video product within 45 days from enrollment because of lack of follow through by you or your website provider of if you choose not to utilize it, there will be no adjustment to your monthly charges for ECLVIDEO, because this feed is provided at no additional charge. We may start billing before we publish or distribute Ads or begin providing Services. In the event of a written cancellation notice, you are responsible for charges until your inventory is removed from the sites but not more than 72 hours following receipt of such notice.

10a. Fixed Fees: You agree to pay a recurring monthly fixed fee related to the ECLPFP. You also agree to pay a recurring monthly fixed fee related to ECLPRO or ECLPROSM and/or ECLVIDEO if you have ordered these products.

10b. Variable fees: You agree to pay a variable monthly fee in an amount equal to your bid amount at the time of lead delivery, which must be at least $20 (the "Bid Amount") multiplied by the number of Leads (hereinafter defined) you receive during the billing period (the "Leads Fee). For example, 50 leads x $20 bid = $1,000. The minimum Monthly Leads Budget available under the Program is $400. You can increase your selection of the Monthly Leads Budget up to once every three days according to our procedures. You may change your Bid Amount up to once every three days according to our procedures, subject to the $20 minimum. At the beginning of each month your Monthly Leads Budget will revert back to your default Monthly Leads Budget unless you change your default Monthly Leads Budget to a higher amount in the Dealer Management Portal at http://mgmt.everycarlisted.com/login/php. You are solely responsible for the changes made in the Dealer Management Portal by persons at your dealership.

11. Monthly Rate. **You acknowledge that due to the potential variability of your monthly lead budget and bid, the monthly rate appearing on your Advertising Agreement for your Electronic Ads will be a "placeholder" rate equal to the sum of all the "Fixed" rates for the programs selected plus the variable lead budget and bid amount, and that the actual charges will be determined as described in these terms and conditions.**

12. Payment Terms. You agree to pay all charges in full by the due date. You agree that you may not withhold any payment for any reason, including any dispute between you and us. We may require full or partial advance payment prior to providing any Ads or Services. You authorize us to review your credit history and to obtain your credit report, and you agree that we may report to credit reporting agencies your failure to make payments as required by this Agreement. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other amounts you owe us. If you pay by credit card, we will bill the card automatically at the start of each billing period.

13. Late Charges. We will assess, and you agree to pay, late charges on account balances not paid by the due date (including balances accelerated under Section 8). Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if you submit a check or draft that is dishonored for any reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount equal to the highest lawful amount.

14. Our Remedies. If you do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any representation or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for all Ads and Services for the entire term of this Agreement; (ii) remove, suspend, or modify your Electronic Ads; (iii) suspend or terminate any Services, including, but not limited to, terminate the Metered Number and Service; (iv) and/or require you to reimburse us for all Metered Number charges for the Metered Number and our other expenses associated with providing the Metered Service; and (v) recover all collection costs and attorneys' fees; and (v) pursue any other available legal or equitable remedies.

15. Limitation of Liability/Disclaimers. You agree to review the Ads and Services immediately after their publication or provision and to notify us in writing of any errors or omissions no later than 30 days after the error is first published or displayed or the Ad or Service omitted. You agree that we may provide free advertising pursuant to our then-current policies instead of a refund or credit to your account, and that we will have no liability with respect to any listings, Ads or Services provided to you at no cost. **The total aggregate liability for us and our affiliates for errors in or omission of the Ads or Services, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to, and shall in no event exceed, the lesser of (a) the amount by which the value of the Ad or Service was diminished or (b) the amount you have paid for the Ad or Service giving rise to the liability (the "Liability Cap"). We are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in this Agreement including any warranty of merchantability or fitness for a particular purpose.** Without limiting the generality of the foregoing, we do not warrant the number of responses to your Ads, the number of persons who will view your Ads, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Ads, headings, or categories. **You may increase the Liability Cap with regard to paid Ads and Services by agreeing to pay additional charges that will be determined by mutual agreement between you and us. You may obtain information about this option by contacting us at (800) 555-4833.**

16. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration. **In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury.** Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe us or claims by you alleging breach of this Agreement to recover amounts you have paid us), including any dispute regarding any listing, Ad or Service, any omissions, incorrect phone numbers or other errors, and any Ad placement concerns, shall be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association.**

17. Products/Publication/Distribution. We reserve the sole right to determine (and may change at any time without notice to you) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in, our Electronic Platform and Services and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may reject all or any portion of Ads or Services at any time and for any reason (even if previously approved). If rejected, we will, as our sole obligation, refund any advance payments for that Ad or Service. If we receive allegations of copyright or trademark infringement, we may remove the disputed content immediately. We may modify the content of your Electronic Ads or your category, category keyword, or other selections to conform to the requirements of, or to utilize the features of, a Program Site. We may modify, expand, or utilize data within, augment content, or add links to, your Electronic Ads, or other materials you provide to develop searchable and user value-add data that may appear in response to searches by end users. We reserve the right to remove you from the Inventory Marketing Leads program should you abuse the Lead Quality Assurance program. In this event you will be notified in writing of the date that the service we provide will cease. You will only be responsible for charges through this date. We may change each name, street address, Internet address, and telephone number or any other content to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network any Ad is published. We may publish the Ads of any other advertiser at any time and at any location in our Electronic Platform.

18. Proofs. We do not guarantee that we will provide you with proofs of your Ads. If we do provide proofs in time for modifications, you must notify us in writing of any changes/errors before the deadline we set. Otherwise, we will publish the Ad or perform the Service as shown and no adjustment will be made. Colors, contrast, photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences.

19. Ad Placement. You authorize us and designate us as your agent to submit Electronic Ads to websites we own, including Everycarlisted.com cars.superpages.com, and other electronic sites made available (the "Program Sites") under the Quality Leads Program (the "Program"). **We do not guarantee the placement or position of any Ad (or the Ad of any other advertiser) on or within any Publication, the Electronic Platform or any page, cover, or heading** and will not provide any adjustments on claims relating to placement for any Ad.

20. Client Content; SuperGuarantee. "Client Content" means content you, or any person(s) using your password, supplies to us, posts, or asks us to use in your Ads. You grant us a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content in, and for the marketing and sale of, our products and services. You specifically grant us the right and license to insert the SuperGuarantee® shield design into your eligible Ads and to remove it from ineligible Ads. You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your Ads or Services.

21. Representations Regarding Client Provided Content. You have and/or will submit to us certain photos or other images, video footage, logos, text and/or artwork (all such items, whether in a single submission or multiple submissions being referred to herein as the Content) to include in your Ads and/or to be used in connection with a product or service we provide to you. As per Section 23 of this Agreement you represent and warrant that:

a. The Content was created by you or your employees and you have the unrestricted right and authority to use the Content in any media or medium and in any Ad, in the way it is used in such Ad, media or medium and to give use the rights granted in the Agreement, or the Content was created by a third party who has given you written permission to use the Content in your Ad, media or medium and to give us the rights granted in the Agreement; and

b. If the Content includes the name or a photo or other image or likeness of a person or persons, you have obtained from each such person (or from the parent of lawful guardian of any person who is under eighteen (18) years of age) the unrestricted and perpetual right to use the name, photo, other image or likeness in the manner contemplated by, and to grant us the rights granted under this Agreement.

You acknowledge that each submission of Content that you make to us, be it offline, is made subject to these representations.

22. Our Rights in Advertising Content/Copyright/Trademarks. If we create or supply any content for your Ads or design your Ads, the content and the Ads we create are our sole and exclusive property, except for Client Content and content we license from a third party. We may supply such content to other Clients. You agree that you have no right to use that content or the advertising developed with that content in other advertising or materials or in any other way, or to permit others to use the advertising or content. You agree that we own the copyright in, and all copyrighted portions of, each Publication and the Electronic Platform. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates, including, without limitation, the trademarks SuperGuarantee® and SuperGuarantee shield design, unless permission is granted by us in writing.

23. Client's Representations. You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) your Ads comply with all applicable laws, orders, codes, regulations and requirements, and you and any individuals listed in your Ads have all required licenses to provide the goods and services advertised in all jurisdictions where the Ads appear; (iii) you have not made any false or misleading claims in any Ad; (iv) you have not requested, and will not use, the Ads or Services, or our Electronic Platform for any unlawful purpose or business; (v) you have not violated any contractual or legal obligation by signing this Agreement and requesting us to publish any Ad; and (vi) you are or represent the business related to the Ads and Services listed above. **You will notify us immediately if any of the above becomes inaccurate**. You represent and warrant that you have, and during the Term will continue to have, the absolute and unrestricted right to use as searchable text or "keywords" all words, phrases, logos, brands, products, services, affiliations, certifications, and all advertising copy and other information you submit or select in connection with your online business profile and/or Electronic Ads, all of which will be included within the term "Client Content" for the purposes of the rights, licenses and authority you grant in the Advertising Agreement.

24. Indemnification. You agree to defend, indemnify and hold us and our affiliates harmless from any liability or costs, including attorneys' fees and expenses, resulting from: (a) any breach of your representations, warranties or covenants; (b) any act, omission or fault of you or your employees, agents or contractors in connection with the Ads or Services; (c) any claim that the Client Content or other information provided by you violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (d) any communication through your Electronic Ads or your collection or use of any information obtained through your Ads, the Services or our Electronic Platform; (e) any breach of any applicable export control laws; and (f) any transactions initiated through your Electronic Ads and any payment processing services. You will continue to be obligated by this Section even after the termination of this Agreement.

25. Confidentiality. You agree that we may use, disclose, and publish, at our discretion, all information and results arising from the Electronic Ads. You may not disclose to any third party the existence or terms of this Agreement or the results arising from the Electronic Ads.

26. Governing Law. You agree that this Agreement will be governed by and construed in accordance with, and all matters relating to or arising under this Agreement will be governed by, Texas law without reference to the laws relating to conflicts of laws.

27. Entire Agreement. This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to the Ads and Services. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. **Neither you nor any SuperMedia employee or agent is authorized to change or add to this Agreement or any other documents that are part of this Agreement in any way, and any purported change or addition, whether oral or written, is void.**

28. Miscellaneous. This Agreement is binding on and for the benefit of you and your successors. We may assign this Agreement, but you may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent. Except as otherwise set forth in this Agreement, neither you nor we will lose any of our rights under this Agreement, even if you or we do not enforce a right or delay in enforcing a right. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of this Agreement is found to be unenforceable, the rest of this Agreement will remain in full force and effect. Our imaged copy of this Agreement will be deemed a duplicate original for evidentiary purposes.

29. **Contact by Us. 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. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded (including Recorded Oral Agreements).**