

## TRACKING SERVICES ADDITIONAL TERMS

IMPORTANT: THESE ARE THE TERMS PERTAINING TO OUR TRACKING SERVICES. THESE TERMS ARE REFERRED TO IN YOUR MASTER SERVICES AGREEMENT WITH US AND ARE INCORPORATED THEREIN.

YOUR EXECUTION OF A PURCHASE ORDER FOR TRACKING SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE ADDITIONAL TERMS.

IN THE EVENT OF A CONFLICT BETWEEN THESE ADDITIONAL TERMS AND YOUR MASTER SERVICES AGREEMENT, THESE 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 TERMS FROM TIME TO TIME WITH OR WITHOUT NOTICE TO YOU. 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. Tracking Services.** Subject to performance of your obligations hereunder and the applicable Purchase Order, we will provide the tracking Services specified in the Purchase Order in accordance with the terms hereof and the applicable Purchase Order. Tracking services are designed to enable you to assess the performance of your marketing campaign(s), and include the collection of tracking information, such as phone call tracking information and tracking of specific events or visitor behavior on your site, such as visits to a specific web pages or form submissions.
- 2. Phone Tracking.**

  - 2.1. Phone Tracking.** Phone tracking tracks the phone calls you receive by providing one or more tracking phone numbers. Phone tracking numbers are dynamically displayed on the webpage to which a consumer will be directed as part of a campaign in lieu of your phone number(s) and that forward to your phone number(s), or may be provided for other forms of advertising. You do not own, and will not obtain, as the result of this Agreement, any ownership interest in the tracking numbers, unless purchased under a Purchase Order. Tracking numbers are billed on a minutes per tracking number basis. You acknowledge and agree that additional usage charges may apply to the extent usage limits on a tracking number are exceeded. If you have authorized payment by credit card, such authorization authorizes us to charge your credit card for any such additional usage charges.
  - 2.2. Provisioning Tracking Numbers.** You acknowledge that, for local phone numbers, we will first try to provision a tracking phone number with an area code as requested by you, but, in the event such tracking numbers are not available, you hereby give us permission to provision an alternative tracking number, including toll-free tracking numbers, instead. You understand that toll-free tracking numbers may not function outside the United States.
  - 2.3. Your Options.** At your option, as reflected on the Purchase Order, phone tracking may include call recording (where a recording is made of inbound phone calls attributable to a

campaign) and caller ID (where the phone number of the caller is used to look-up their name and address). By electing such call tracking features, you represent, warrant and agree that you have and will maintain all necessary rights to implement such tracking features. You acknowledge that we disclaim any and all liability that may arise as the result of the implementation of any such call tracking features.

- 2.4. Call Recording Specifics.** In connection with call recording, you understand that an initial recording will be played to consumers at the outset of calls, which will, among other things, notify the consumer that the call is being recorded. In addition, you must advise all of your employees that their calls may be recorded and ensure that such recordings and notifications comply with all laws, regulations and practices relevant and/or applicable to you or your business. You understand and agree that any attempts to disrupt or prevent the playing of the recording or its failure to advise its employees of the recording may expose you to substantial liability.
- 2.5. Call Review.** For purposes of quality assurance, campaign assessment and all other lawful purposes, we may, but are not obligated to, access and review all call recordings.
- 2.6. Call Blocking.** We may, in our sole discretion, choose to block third-party phone numbers from being able to call the tracking phone numbers.
- 2.7. Additional Tracking Numbers.** Except as may be set forth in an applicable Purchase Order, Customer acknowledges and agrees that by adding tracking numbers, Customer will be billed monthly at the then current rate for use of such additional tracking numbers and for the number of call minutes used.
- 2.8. Geolocation and Geotracking.** You hereby authorize us to collect and use the geolocation and geotracking data obtained through the tracking code to provide the tracking Services.
- 2.9. Use Limitation.** Tracking numbers are for use with the applicable Service only and cannot be used for any other purpose. Tracking numbers will be disabled thirty days after cancellation of the Service.
- 3. Implementation of Tracking Services.** In order to implement the tracking Services, you hereby authorize us to install tracking code. In connection with the installation of the tracking code, we may, but are not obligated to, deploy click tracking code to track the pages that users may access as a result of the campaign. We or the publishers may place cookies or similar online tools on your site to (a) effect the foregoing tracking Services and ensure the proper operation of your site, (b) provide for ad tracking (to enable us to determine the effectiveness of advertising, when applicable), and (c) enable us or publishers to show a consumer your ads as the consumer navigates to third-party web sites. You acknowledge that such cookies may be used for your benefit as well as the benefit of third-parties.
- 4. Tracking Services Data Retention.** You acknowledge, subject to requirements of third-party vendors or applicable law, we are not obligated to keep and maintain any data obtained as the result of the tracking Services for more than 30 days after the collection.
- 5. Tracking Services Disclaimer.** We do not guarantee that the tracking Services will track every instance of activity that is intended to be tracked. Without limiting the generality of the foregoing,

the tracking Services may not fully function if your web site significantly uses Flash or embedded images or when the consumer has disabled the use of cookies.

- 6. Notice of Changes to Your Web Site.** You hereby acknowledge that changes to your web site (including any tracked phone numbers) may result in the failure of the tracking Services. Therefore, to avoid disrupting the tracking Services, you agree you will provide us with at least ten (10) business days' prior written notice of any changes to your web site (including any URL changes). We will not be responsible for any failure of the tracking Services resulting from your failure to provide such notice, and any such failure will not excuse your obligations to pay all amounts owed under any applicable Purchase Order.
- 7. HIPAA Considerations.** To the extent that (i) you are covered by the Health Insurance Portability and Accountability Act ("HIPAA") as codified at 45 C.F.R. parts 160 and 164 ("HIPM Regulations") and (ii) you purchase tracking Services, you acknowledge and agree to the following:

  - 7.1.** You acknowledge that any PHI or ePHI (as defined below) collected hereunder is being done so at your express request. Protected Health Information ("PHI") and Electronic Protected Health Information ("ePHI"), respectively, as defined in 45 C.F.R. §160.103, are for the purposes of this Agreement limited to the information we (or its third-party service providers) received from or created or received on your behalf in connection with the Services provided by us.
  - 7.2.** You hereby expressly authorize us and third-party call service providers to collect the PHI and ePHI as necessary and proper to effect the call recording services contemplated herein.
  - 7.3.** You represent and warrant that you have all necessary rights to collect such information and you will use any such information collected only in strict compliance with all applicable legal requirements. You shall promptly notify us in writing if your rights to collect such information are impaired.
  - 7.4.** You shall immediately notify us in writing if you receive a complaint from a consumer, governmental agency or quasi-governmental agency for matters arising out of or relating to this Section 7.
- 8. Effect of Termination.** Upon written termination of your Services, our obligation to provide tracking Services shall immediately terminate, together with our obligation to forward calls to the tracking phone numbers, tracking emails, or form submission data.