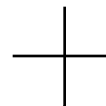




Dex Customer Authorization And Summary Form



5206289332 - Black & Graham LLC



Customer Billing Information :

Billing Account Number: 120325939

Billing Telephone Number: (719) 550-4529

Billing Account Name: Law Office of Clifton Black

Billing Address: 128 S Tejon St Ste 410

Colorado Springs, CO 80903-2226

Directory Advertising

PRODUCT NAME	PRODUCT CODE	ISSUE DATE	MONTHLY BILLING
COLORADO SPRINGS -YELLOW	COLY	01/2012	\$0.00
COLORADO SPRINGS PLUS - YELLOW	COPY	01/2012	\$0.00
MONTHLY BILLING			\$0.00

Internet Products

PRODUCT NAME	PRODUCT CODE	START & END	MONTHLY BILLING
COLORADO SPRINGS IYP	CLRI	09/02/2011 - 09/01/2012	\$100.00
		10/25/2011 - 10/24/2012	\$250.00
MONTHLY BILLING			\$350.00

TOTAL MONTHLY BILLING	\$350.00
------------------------------	-----------------

YOU HEREBY ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE RECEIVED A COPY OF THE ADVERTISING TERMS AND CONDITIONS WHICH CAN ALSO BE FOUND AT WWW.DEXONEADVERTISING.COM/ABOUT_US/ADVERTISER_TERMS AND THAT THEY ARE INCORPORATED INTO THIS AGREEMENT, (2) YOU HAVE READ AND WILL BE BOUND BY THE ADVERTISER TERMS AND CONDITIONS (3) YOU HAVE REVIEWED AND ACCEPTED THE DETAILS OF THIS ADVERTISING PROGRAM WHICH ARE SUMMARIZED ABOVE, (4) WE MAY PUBLISH THE ADVERTISING PROGRAM SUMMARIZED ABOVE IN FUTURE EDITIONS OF OUR PUBLICATIONS AT OUR THEN CURRENT CHARGES, UNLESS WE RECEIVE A TIMELY WRITTEN REQUEST FROM YOU NOT TO RENEW THIS PROGRAM, (5) THIS AGREEMENT, WHICH INCLUDES THE ADVERTISER TERMS AND CONDITIONS, REFLECTS THE ENTIRE AGREEMENT BETWEEN YOU AND US, AND (6) THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY PROVISION THAT LIMITS OUR LIABILITY TO THE AMOUNT YOU PAID FOR THE PARTICULAR AD OR SERVICE TO WHICH YOUR CLAIM RELATES.

YOU WILL PROMPTLY RECEIVE IN THE MAIL AT THE ABOVE ADDRESS A WRITTEN CONFIRMATION OF THE DETAILED COMPONENTS OF YOUR ADVERTISING PROGRAM. IF YOU HAVE ANY QUESTIONS ABOUT THOSE DETAILS, DO NOT BELIEVE THEY REFLECT YOUR REQUESTED ADVERTISING PROGRAM, OR DO NOT RECEIVE YOUR WRITTEN CONFIRMATION WITHIN A REASONABLE TIME, PLEASE CALL CUSTOMER CARE AT 800-422-1234.

Authorized Customer Signature

Signature Date

Print Name

Title

Email

Marketing Consultant: Patricia Miller
(P): 719-444-1117 (F): 719-262-0065 pat.miller@dexone.com

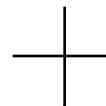


Generated on August 23, 2011

Page 1 of 2



Dex Customer Authorization And Summary Form



5206289332 - Black & Graham LLC



Customer Billing Information :

Billing Account Number: 121295406

Billing Telephone Number: (719) 630-8494

Billing Account Name: Black & Graham LLC

Billing Address: 128 S Tejon St Suite 410

Colorado Springs, CO 80903-2226

Directory Advertising

PRODUCT NAME	PRODUCT CODE	ISSUE DATE	MONTHLY BILLING
COLORADO SPRINGS -YELLOW	COLY	01/2012	\$1,208.50
COLORADO SPRINGS PLUS - YELLOW	COPY	01/2012	\$240.80
MONTHLY BILLING			\$1,449.30

TOTAL MONTHLY BILLING	\$1,449.30
-----------------------	------------

YOU HEREBY ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE RECEIVED A COPY OF THE ADVERTISING TERMS AND CONDITIONS WHICH CAN ALSO BE FOUND AT WWW.DEXONEADVERTISING.COM/ABOUT_US/ADVERTISER_TERMS AND THAT THEY ARE INCORPORATED INTO THIS AGREEMENT, (2) YOU HAVE READ AND WILL BE BOUND BY THE ADVERTISER TERMS AND CONDITIONS (3) YOU HAVE REVIEWED AND ACCEPTED THE DETAILS OF THIS ADVERTISING PROGRAM WHICH ARE SUMMARIZED ABOVE, (4) WE MAY PUBLISH THE ADVERTISING PROGRAM SUMMARIZED ABOVE IN FUTURE EDITIONS OF OUR PUBLICATIONS AT OUR THEN CURRENT CHARGES, UNLESS WE RECEIVE A TIMELY WRITTEN REQUEST FROM YOU NOT TO RENEW THIS PROGRAM, (5) THIS AGREEMENT, WHICH INCLUDES THE ADVERTISER TERMS AND CONDITIONS, REFLECTS THE ENTIRE AGREEMENT BETWEEN YOU AND US, AND (6) THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY PROVISION THAT LIMITS OUR LIABILITY TO THE AMOUNT YOU PAID FOR THE PARTICULAR AD OR SERVICE TO WHICH YOUR CLAIM RELATES.

YOU WILL PROMPTLY RECEIVE IN THE MAIL AT THE ABOVE ADDRESS A WRITTEN CONFIRMATION OF THE DETAILED COMPONENTS OF YOUR ADVERTISING PROGRAM. IF YOU HAVE ANY QUESTIONS ABOUT THOSE DETAILS, DO NOT BELIEVE THEY REFLECT YOUR REQUESTED ADVERTISING PROGRAM, OR DO NOT RECEIVE YOUR WRITTEN CONFIRMATION WITHIN A REASONABLE TIME, PLEASE CALL CUSTOMER CARE AT 800-422-1234.

Authorized Customer Signature

Signature Date

Print Name

Title

Email

Marketing Consultant: Patricia Miller
(P): 719-444-1117 (F): 719-262-0065 pat.miller@dexone.com



Generated on August 23, 2011

Page 2 of 2

ADVERTISER TERMS AND CONDITIONS

1. **Definitions.** These defined terms shall have the following meaning in this Agreement:

- a. "Ads" shall mean all print advertisements, including without limitation those replicated on CD-ROM, but shall not include Listings.
- b. "Advertiser," "you," and "your" shall mean the party, not Dex, executing this Agreement.
- c. "Advertiser Content" shall mean any and all content you provide to us, including without limitation text, names, domain names, addresses, trade names, trademarks, pictures, animations, likenesses, reproductions, endorsements, data, links, graphics, software, video, music and sound.
- d. "Agreement" shall mean the Order, these Terms and Conditions and all exhibits, schedules, addenda and amendments attached to or executed pursuant to.
- e. "Dex," "we," "us," and "our" shall mean Dex Media, Inc., publisher of the Dex® Yellow Pages.
- f. "Listing" means all white or yellow pages alphabetical listings of name, address and telephone numbers but does not include graphics, photos or lengthy descriptions.
- g. "Order" shall mean the order for Products executed by the parties to which these Advertiser Terms and Conditions are incorporated.
- h. "Products" shall mean, collectively, the Ads, Listings and Services.
- i. "Publication" shall mean any Dex print or online directory in which a Product appears.
- j. "Services" shall mean all products and services furnished pursuant to this Agreement other than Listings and Ads.

2. **Scope.** This Agreement applies to any and all Products requested by or furnished to Advertiser pursuant to the Order.

3. **Automatic Renewal.** We may automatically renew your Products listed on the Order for successive Terms unless you notify us in writing at least thirty (30) days before: (1) the sales close date of the next issue of the Publication for Ads or (2) the anniversary of the start date of your Services. The sales close date for each Publication and the start date of your Service are available from your sales representative or by calling our Customer Care Center. The cost of any automatically renewed Ad or Service will be our then-current standard published rates unless otherwise agreed in writing.

4. **Term.** Subject to automatic renewal as defined in Section 3, the initial term of an Ad under this Order covers one issue of a Publication. For Services, the initial term is one year from when we provide the Service or as otherwise agreed to on the Order. Charges are not pro-rated; if you cancel a Product or we suspend a Product as a result of your breach of this Agreement, you must still pay for that Product until the end of the Term of the corresponding Order. We may extend or reduce by up to six months the issue period of a Publication. If the issue period of a Publication is extended, charges for the Products will continue through the extended period. If the issue period is reduced, charges will stop at the end of the reduced period.

5. Termination.

- a. Listings. Listings can only be revised or terminated by contacting your local telephone company. Dex is not responsible for the content of Listings.
- b. Ads and Services. To cancel an Ad, your notice must be in writing and received by us at least thirty (30) days before the sales close date of the Publication listed on the Order. To cancel a Service, your notice must be in writing and received by us at least thirty (30) days before the start date of the Service listed on your Order.
- c. Notice/How To Contact Us. All notices, including termination notices to us, must be in writing and mailed by U.S. mail or overnight carrier to: Dex, Customer Care, P.O. Box 3900, Peoria, IL 61614. For questions or concerns about this Order, please contact us at the toll-free number for our Customer Care Center on your bill or at 1-800-422-1234.

6. **Binding Arbitration.** If Dex and Advertiser are unable to resolve any controversy or claim related to this Agreement (each a "Dispute"), the parties agree that, except for those Disputes expressly excluded below, such Dispute shall be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The Arbitration shall occur in the state in which such Ad, Listing or Service is provided unless we mutually agree to another location. All Products served over the internet to viewers in more than one state shall be deemed to have been provided in North Carolina. The Arbitrator shall apply the substantive law of North Carolina to all arbitrations hereunder and any award may be challenged if the arbitrator fails to do so. The Arbitrator shall limit any remedies to those provided in this Agreement, including Section 7 and 9. Any party who successfully enforces this provision in court is entitled to recover attorneys' fees and costs spent. Dex and Advertiser agree that any arbitration shall be limited to the Dispute between Dex and Advertiser only. To the full extent permitted by law: (1) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. You and we agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of Dex's intellectual property rights (including without limitation patents, trademarks, trade secrets and copyrights); (2) any claims Dex may have to collect amounts owed by Advertiser; and (3) any claim for injunctive relief.

7. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEX DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR THE PRODUCTS, EVEN IF DEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE ABOVE, DEX'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS SHALL IN NO EVENT EXCEED, THE AMOUNT YOU AGREED TO PAY FOR THE PRODUCT GIVING RISE TO THE LIABILITY.

8. **CONTENT REVIEW WARRANTY.** YOU WARRANT THAT YOU WILL REVIEW ALL PRODUCTS IMMEDIATELY UPON THE EARLIER OF (A) WHEN PRESENTED TO YOU BY DEX FOR REVIEW; OR (B) IMMEDIATELY AFTER PUBLICATION, AND TO NOTIFY US IN WRITING OF ANY ERROR IMMEDIATELY UPON DISCOVERY.

9. **ERRORS; EXCLUSIVE REMEDY.** YOU UNDERSTAND AND AGREE THAT ERRORS MAY OCCUR IN THE PROVISION OF A PRODUCT. ONCE A PRINT PUBLICATION IS PUBLISHED, IT IS PROHIBITIVELY EXPENSIVE TO CORRECT AN ERROR, AND YOU HEREBY WAIVE ANY RIGHT TO RETRACTION, CORRECTION AND/OR RE-PUBLICATION. THE PRICE FOR THE PRODUCTS PROVIDED ASSUMES THE ENFORCEABILITY OF THIS PROVISION AND REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES. IF AN ERROR OCCURS THAT SUBSTANTIALLY DIMINISHES THE VALUE OF AN AD, LISTING OR SERVICE, YOU AGREE THAT THE ERROR ONLY AFFECTS THE VALUE OF THE INDIVIDUAL PRODUCT IN WHICH THE ERROR OCCURRED AND IN NO WAY AFFECTS YOUR PAYMENT OBLIGATION FOR ANY OTHER PRODUCTS (EVEN IF THE PRICE FOR THAT PRODUCT IS "BUNDLED" OR COMBINED WITH OTHER PRODUCTS). FOR SERVICES, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS FOR US TO CORRECT THE ERROR. FOR PRINT ADS YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ERROR SHALL NOT EXCEED THE FOLLOWING DISCOUNT ON THE PRICE FOR THAT INDIVIDUAL AD:

<u>ERROR</u>	<u>MAX DISCOUNT</u>
Ad Omitted From Print Publication	100%
Wrong Phone #	up to 100%
(prorated based on how many numbers are in the Ad)	
Business Name Omitted	up to 50%
Business Name Incorrect	up to 25%
Business Address Incorrect	up to 25%
Placement/Position (print only)	up to 25%

10. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD DEX, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, SERVICE PROVIDERS, CO-BRANDERS, AND OTHER PARTNERS AND EMPLOYEES, HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (a) ANY CONTENT YOU SUBMIT, MAKE AVAILABLE OR IDENTIFY TO DEX; (b) YOUR VIOLATION OF THIS AGREEMENT, ANY APPLICABLE LAWS, OR THE RIGHTS OF ANY THIRD PARTY; (c) ANY ACT OR OMISSION OF YOU OR YOUR EMPLOYEES, AGENTS OR CONTRACTS IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS.

11. **Domain Registration.** We will register, own and maintain any Uniform Resource Locator ("URL"), website or domain that we provide pursuant to this Agreement. We cannot guarantee that any URLs or domain names you request are available for your use. If you request that we use your existing domain, you agree to transfer management of the domain to a registrar or hosting service we designate. If the URL cannot be transferred or you fail to take the action we request to cause the transfer, then we may choose a URL or domain name on your behalf. In the event a third party disputes your use of a domain name, we may in our sole discretion transfer the domain name to the third party, to you or to an escrow account.

12. **Payment Terms.** We may require advance payment in full or in part prior to providing any Products, and you authorize us to review your credit history to determine whether advance payment is required. Payment, including taxes, is due upon receipt of an invoice. Payments received more than thirty (30) days after the invoice date will incur interest charges from the invoice date at the lesser of 1.5% per month or the maximum legal rate. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other agreement you have with us.

13. **Dex's Remedies.** If you fail to meet any obligation set forth in Agreement or any other agreement with us, fail to make a payment when due, or breach any representation or warranty, we may (i) declare the remaining balance of any or all Orders immediately due and payable; (ii) stop providing the Products; (iii) retroactively revoke any discounts extended to you under any Order or any other agreement; (iv) recover our costs in pursuing the remedies provided herein, including collection agency and attorneys' fees; (v) terminate this Agreement without liability; and/or (vi) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or reject the Products until you have resolved the dispute with the other party to our satisfaction.

14. No Limiting Endorsements. You agree not to include any limiting endorsement on a check or other form of payment. We may cash a check containing a limiting endorsement without affecting your obligations or our rights.

15. Editorial Control. We reserve the sole right to determine the design, content, size, geographic coverage and appearance of our Publications and how, where, how many and when they are published, provided, reissued and displayed. We reserve the right, but do not assume the obligation, to review the content you submit, make available or identify to Dex. Any content you provide, make available or identify to Dex shall comply with our Privacy Policy, Website Terms of Use, Code of Conduct, and Editorial Guidelines which may be updated from time to time and other policies we may develop that are posted on www.dexknows.com. We reserve the right to modify, cancel or reject an Ad or Service or any portion thereof at any time for any reason or no reason, even if the content was previously accepted.

16. Ad and Service Placement. We do not guarantee the placement or positioning of any Product or other content on any page, heading or website and will not provide any adjustments. We reserve the right to determine in our sole discretion the placement and positioning of any Product or other content. The placement and position of a Product or other content may be altered by service providers, search engines or the operation of the internet.

17. Product Availability. Our acceptance of an Order for any limited inventory product such as covers, tabs, tiles and banners is subject to availability of that product. If a Product is discontinued by us or otherwise becomes unavailable, then at our sole discretion we may substitute a Product of comparable value or refund any advance payments.

18. Proofs. We do not guarantee that we will provide you advance copy sheets or proofs of a Product prior to publication. However, if they are provided in time for modifications, you must notify us in writing immediately of any changes/errors. Colors, photos, typeface or graphics may appear differently in proofs than in the actual Product.

19. Search Engine Service. If you ordered a search marketing Service ("Search Service") we will bill you in equal monthly installments during the term, except as otherwise provided in the Order. Search Services are customized and results can be inconsistent. We do not guarantee (a) the identity of the search engine(s) or other vendors we will use to fulfill your Search Service; (b) the source or quality of any leads, clicks, calls, search or other actions obtained through your Search Service ("Actions"); (c) that you will receive Actions consistently throughout the Term; or (d) the number of Actions you will receive. If you disable your website or otherwise impair our ability to provide the Actions, you still are responsible for payments for the term of the Search Services set forth in the applicable Order.

20. License for Advertiser Content. By submitting, providing, identifying or otherwise making available to Dex any Advertiser Content, you hereby grant to us and our affiliates a worldwide, irrevocable, royalty-free, nonexclusive license to reproduce, use, adapt, modify, publish, translate, publicly perform, publicly display, distribute and create derivative works from such Advertiser Content in any form in any medium, and we may sublicense all or part of our rights under this license or assign them to third parties. You waive all moral rights with respect to any Advertiser Content. You also represent and warrant that: (i) you own the Advertiser Content or otherwise have the right to grant the license set forth in this section; (ii) the use of your Advertiser Content does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person; and (iii) your submission, posting, identification or making available of the Advertiser Content is in compliance with this Agreement. You acknowledge that we do not verify, adopt, ratify, or sanction Advertiser Content, and you agree that you must evaluate, and bear all risks associated with Advertiser Content.

21. Other Rights. With the exception of any Advertiser Content, all tangible and intangible works of any kind in whatever form or media created by us in connection with this Agreement will be our sole and exclusive property. You agree that we may, in our sole discretion and at no extra cost to you, publish or display the Products, or other information about your business, in publications, promotional materials and internet media not otherwise referenced in the Order. You are solely responsible to register and protect any copyrights or other rights you may have in the Advertiser Content. You acknowledge that you have directed us to other resources that provide information about your business and we may use that information for the purposes of providing the Products. You agree that Dex may copy all or portions of your website at any time during the term of this Agreement for purposes of creating and/or delivering a Product hereunder, including without limitation gathering information and content for inclusion in any Product.

22. Usage Information. For the purpose of collecting information related to the usage of your Ads and Services, we reserve the right to place one or more tracking telephone numbers and tracking URLs in your Ads and Services (the "Tracking Number(s)" and "Tracking URL(s)", respectively). The Tracking Number(s) will replace any other telephone number(s) in the Ads and Services. We will select the Tracking Number(s) and Tracking URL(s) in our sole discretion, and we do not guarantee a specific telephone number or URL. You acknowledge that the Tracking Numbers and Tracking URLs may not be free of error at all times, and notwithstanding any other provision in the Agreement, you release us from all liability of any kind related to an error in a Tracking Number or Tracking URL. You agree not to use, or allow the use of, the Tracking Number(s) and Tracking URL(s) in any advertisement or for any purpose other than in the Ads and Services. We also may collect information related to the usage of your Ads and Services without the use of a Tracking Number or Tracking URL. We are the sole owner of all of the usage information generated by the Tracking Number(s), Tracking URL(s), and other methods (the "Usage Information"), including without limitation the source and number of calls and Internet traffic. We may use the Usage Information for research

and promotional purposes. We do not guarantee any specific results from the Ads and Services, including without limitation the source and number of calls and Internet traffic. If any payments for Ads or Services are conditioned upon one or more types of Usage Information, then we reserve the right in our sole discretion to measure or calculate such Usage Information.

23. Warranties. You represent and warrant: (a) that you are authorized to advertise and publicly display the requested business, product or service and all Advertiser Content, (b) that the Advertiser Content is truthful and not misleading, (c) that you are in compliance with all laws and licensing requirements relating in any manner to the goods or services displayed or to your advertisement, (d) that you have and will maintain all professional licenses, degrees or specialties appearing in your Products; (e) that the Products, as reviewed by you, comply with the regulations for your business/profession; (f) that you have and will maintain all governmental licensing requirements for the business advertised and that your Products comply with all applicable laws, orders, codes and regulations, including but not limited to laws governing internet advertising; (g) that you will be solely responsible for any transactions initiated through any website to which your Products link; and (h) you will comply with your posted privacy policy. Without limiting any of our other rights or remedies, you agree to notify us immediately in writing at any time that you discover or suspect that any of these representations are not true.

24. Disclaimer of Warranties. THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DEX MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY PRODUCTS. YOU ARE RESPONSIBLE FOR VERIFYING AND REVIEWING YOUR PRODUCTS PRIOR TO ANY PUBLICATION. NO STATEMENTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DEX OR THROUGH OR FROM THE DEXKNOWS.COM WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. NEITHER DEX NOR ANY OF ITS DATA OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY ERRORS IN THE PRODUCTS, OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON. DEX DOES NOT WARRANT THAT THE PRODUCTS WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE.

25. Privacy Policy. You agree to post a Privacy Policy on your website that discloses the personally identifiable and other information you collect, how you use this information, who you share this information with, and how you safeguard this information.

26. Miscellaneous.

a. Governing Law. Subject to Section 6, this Agreement shall be governed by the laws of the State of North Carolina without reference to conflicts of laws rules. If any portion of Section 6 is for any reason deemed unenforceable, or if a particular dispute is excluded by Section 6, you agree that any and all legal actions or proceedings arising out of or relating to this Agreement shall be brought exclusively in a federal or state court of competent jurisdiction located in Wake County, North Carolina, and you expressly consent to the jurisdiction of those courts.

b. Force Majeure. Dex shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Dex such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

c. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the court shall try to give effect to the parties' intentions as reflected in such provision, and all other provisions of this Agreement shall remain in full force and effect.

d. Assignment. You may not assign any of your rights or obligations without our prior written consent; provided, however, that such consent shall not be required in connection with the sale of all your assets or shares of capital stock or other ownership interests (so long as you provide written notice of such sale to us). In the event of any assignment allowed by the preceding sentence both you and your assignee shall be jointly and severally liable for the timely performance of your obligations. We shall have the sole right to assign our rights and obligations under this Agreement. Any purported assignment made in violation of this provision shall be null and void.

e. Entire Agreement. This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements, whether express or implied, written or oral, with respect to the Products. This Agreement may not be amended nor may any obligations be waived, except in writing signed by you and us. Our sales representatives are not authorized to amend this Agreement. You warrant that you are not relying on any oral or written representations or promises not included in this Agreement. This Agreement does not create a partnership, joint venture or a similar relationship between you and us and neither you nor we shall have the power to obligate the other in any other manner other than what is provided in this Agreement. Sections 6-10, 12-14, 20-24 and 26 and any other provision intended by its content will survive termination or cancellation of this Agreement.

f. Communications between You and Us. You acknowledge and agree that we and our affiliates, sub-licensees and business partners may, in accordance with applicable law, share information provided by you or contact you (including by, but not limited to, telephone, facsimile or electronic mail communication) related to any Publications, Ads or Services you have or we may offer. You agree that telephone conversations between you and us may be monitored and recorded.

g. Electronic Acceptance. If available, you may accept this Order by electronic signature, including recorded oral acceptance, in accordance with our approved format. Such oral acceptance shall be deemed a signature pursuant to the ESIGN Act.