



**KEYED AD STUDY ADDENDUM TO ADVERTISING ORDER
(for Print Directories and RealPages.Com)**

THIS ADDENDUM, signed by or on behalf of the undersigned ("Applicant"), supplements the Advertising Order ("AO" also sometimes referred to as a "DAO" or "Directory Advertising Order") submitted by Applicant to BellSouth Advertising & Publishing Corporation ("BAPCO") for advertising to be published in the 20__/20__ edition of the _____ BellSouth Real Yellow Pages® ("Published Directory") and/or the BellSouth® Real Yellow PagesSM Online at <http://www.realpages.com> ("Online").

Unless otherwise defined in this Addendum, all defined terms shall have the meanings given in the AO

A. Applicant authorizes BAPCO to perform a keyed ad study (the "Study") of a directory and/or online display advertisement or listing to be published in the Published Directory or Online (hereinafter referred to as the "Advertisement").

B. Applicant shall be assigned and shall maintain distinct telephone number(s) ("Tracking Number(s)") for use only in connection with the Study. Such Tracking Number(s) shall be remote call forwarded to Applicant's local business telephone number ("Business Number") and maintain until the next Published Directory issue. Applicant agrees not to use the Tracking Number(s) in conjunction with any other advertising. BAPCO may at its option reprint the Advertisement with the Tracking Number(s) in any derivative work. Applicant further agrees not to add or to request BAPCO to add any telephone numbers other than the Tracking Number(s) to the Advertisement.

C. Applicant will cooperate with BAPCO in the tracking of telephone calls to the Tracking Number(s). All calls received by Applicant through the Tracking Number(s) shall be counted for call tracking purposes, regardless of the time of the call or the purpose therefore. Tracking shall occur until publication of the next Published Directory issue. Applicant understands and acknowledges that any service changes to Applicant's Business Number may interfere with the usage tracking system. Applicant shall, therefore, notify BAPCO at 1-877-573-2597 in advance of making or authorizing any service changes to Applicant's Business Number. Failure to notify BAPCO in advance of such changes will disrupt the tracking system.

D. Applicant agrees to pay all BAPCO advertising charges as and when due under the terms of the AO. Applicant acknowledges that BAPCO is the subscriber for, and has control over, the Tracking Number(s), and the cost of establishing and maintaining the Tracking Number(s) is the responsibility of BAPCO. BAPCO reserves the right to disconnect the Tracking Number(s), in its sole discretion, due to Applicant's failure to meet the terms and conditions of the AO as amended and supplemented hereby.

E. If the telephone service to which the Tracking Number(s) is forwarded is disconnected at any time, BAPCO reserves the right to: (A) forward the Tracking Number(s) to any other operating telephone number to which Applicant subscribes and continue billing in accordance with the AO; or (B) disconnect the Tracking Number(s) and exercise its right under and in accordance with the AO to accelerate eight (8) months of advertising charges. In the event that Applicant fails to pay any advertising charges due to BAPCO or otherwise breaches any terms of the AO or this Addendum, advertising charges payable to BAPCO shall be billed to Applicant at the full rate reflected on the AO (together with any other applicable charges).

F. Applicant understands and agrees that BAPCO may use information obtained in conjunction with the Study for internal purposes, in BAPCO's advertising and promotional materials and for other marketing purposes. BAPCO may associate such information with Applicant's name and/or aggregate it with similar information pertaining to others. Such materials may incorporate any or all of the Advertisement (which may include Applicant's logos, trademarks, service marks and other intellectual property) and any testimonials made by the owners, officers or managers of Applicant. All such information pertaining to Applicant shall be factually accurate and complete.

G. BAPCO agrees to all its own expense to provide Applicant after the close of the Study with the data collected with respect to calls to the Applicant's Tracking Number, provided that BAPCO does not disconnect the Tracking Number for any reason prior to the planned end of the Study.

H. All terms and conditions on the reverse side of the AO, unless expressly modified or amended hereby, shall be fully applicable and remain in full force and effect. In addition, Applicant agrees that all telephone company tariff provisions applicable to the Tracking Number(s) shall apply and govern the provision of the Tracking Number(s) service from BAPCO to Applicant, including without limitation the tariff limitation of liability.

APPLICANT

Applicant (Firm Name): (Print) _____ Dated: _____

Authorized Representative Name: (Print) _____ Title: _____

Signature: _____