Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2010

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .

Commission File Number 000-50658

Marchex, Inc.

(Exact name of Registrant as specified in its charter)

Delaware	**35-2194038**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

520 Pike Street, Suite 2000
Seattle, Washington 98101
(Address of principal executive offices)

Registrant's telephone number, including area code: (206) 331-3300

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities and Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its Corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one)

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date.

Class	Outstanding at August 5, 2010
Class A common stock, par value $.01 per share	**10,586,403**
Class B common stock, par value $.01 per share	**24,677,833**

Table of Contents

Marchex, Inc.

Form 10-Q

Table of Contents

Part I—Financial Information

Item 1. Condensed Consolidated Financial Statements (unaudited)

MARCHEX, INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets

	December 31, 2009	June 30, 2010
Assets		
Current assets:		
Cash and cash equivalents	$ 33,638,002	$ 32,903,472
Trade accounts receivable, net	14,783,429	13,438,343
Prepaid expenses and other current assets	3,463,430	4,775,715
Refundable taxes	5,380,029	6,463,316
Deferred tax assets	950,477	1,135,846
Total current assets	58,215,367	58,716,692
Property and equipment, net	5,051,717	4,871,219
Deferred tax assets	52,690,910	50,742,357
Intangible and other assets, net	3,667,398	2,811,623
Goodwill	35,438,289	35,419,717
Intangible assets from acquisitions, net	4,309,478	2,894,105
Total assets	$ 159,373,159	$ 155,455,713
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 8,763,090	$ 8,402,815
Accrued expenses and other current liabilities	6,158,966	6,021,007
Deferred revenue	2,020,728	1,953,753
Total current liabilities	16,942,784	16,377,575
Other non-current liabilities	1,005,444	1,570,324
Total liabilities	17,948,228	17,947,899
Stockholders' equity:		
Class A common stock	111,317	110,489
Class B common stock	251,939	249,262
Treasury stock	(3,204,884)	(1,493,885)
Additional paid-in capital	281,952,605	279,523,383
Accumulated deficit	(137,686,046)	(140,881,435)
Total stockholders' equity	141,424,931	137,507,814
Total liabilities and stockholders' equity	$ 159,373,159	$ 155,455,713

See accompanying notes to condensed consolidated financial statements.

MARCHEX, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Operations
(unaudited)

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Revenue	$47,652,022	$45,395,334	$21,081,073	$21,393,353
Expenses:				
Service costs (1)	22,886,210	26,305,045	11,024,516	13,655,544
Sales and marketing (1)	11,271,267	7,422,083	3,682,352	3,511,375
Product development (1)	7,600,517	8,288,614	3,446,317	4,326,330
General and administrative (1)	8,057,735	8,125,820	3,987,195	4,289,559
Amortization of intangible assets from acquisitions (2)	3,469,551	1,415,373	1,334,585	710,907
Total operating expenses	53,285,280	51.556,935	23,474,965	26,493,715
Gain on sales and disposals of intangible assets, net	1,784,855	2,017,548	854,616	690,244
Loss from operations	(3,848,403)	(4,144,053)	(1,539,276)	(4,410,118)
Other income (expense):				
Interest income	28,670	37,665	12,516	19,060
Interest and line of credit expense	(45,493)	(52,638)	(31,581)	(26,815)
Other	13,041	46,258	126	44,700
Total other income (expense)	(3,782)	31,285	(18,939)	36,945
Loss before provision for income taxes	(3,852,185)	(4,112,768)	(1,558,215)	(4,373,173)
Income tax benefit	(1,010,991)	(917,378)	(390,058)	(1,245,557)
Net loss	(2,841,194)	(3,195,390)	(1,168,157)	(3,127,616)
Dividends paid to participating securities	(90,459)	(91,689)	(49,846)	(48,115)
Net loss applicable to common stockholders	$ (2,931,653)	$ (3,287,079)	$ (1,218,003)	$ (3,175,731)
Basic and diluted net loss per share applicable to Class A and Class B common stockholders	$ (0.09)	$ (0.10)	$ (0.04)	$ (0.10)
Dividends paid per share	$ 0.04	$ 0.04	$ 0.02	$ 0.02
Shares used to calculate basic net loss per share applicable to common stockholders				
Class A	10,899,547	10,810,901	10,869,216	10,786,403
Class B	23,094,703	22,077,331	22,454,956	21,995,133
Shares used to calculate diluted net loss per share applicable to common stockholders				
Class A	10,899,547	10,810,901	10,869,216	10,786,403
Class B	33,994,250	32,888,232	33,324,172	32,781,536

(1) Excludes amortization of intangible assets from acquisitions

(2) Components of amortization of intangible assets from acquisitions:

Service costs	$ 3,425,107	$ 1,415,373	$ 1,323,474	$ 710,907
General and administrative	44,444	—	11,111	—
Total	$ 3,469,551	$ 1,415,373	$ 1,334,585	$ 710,907

See accompanying notes to condensed consolidated financial statements.

MARCHEX, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(unaudited)

	Six months ended June 30,	
	2009	2010
Cash flows from operating activities:		
Net loss	$ (2,841,194)	$ (3,195,390)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Amortization and depreciation	6,690,386	4,069,133
Gain on sales of fixed assets, net	(565)	(18)
Gain on sales and disposals of intangible assets, net	(1,784,855)	(2,017,548)
Allowance for doubtful accounts and merchant advertiser credits	382,486	631,578
Stock-based compensation	4,990,108	4,981,020
Deferred income taxes	1,592,297	1,763,184
Excess tax benefit related to stock options	(49,477)	—
Change in certain assets and liabilities, net of acquisition:		
Trade accounts receivable, net	9,431,197	713,507
Refundable taxes	(2,644,998)	(1,703,600)
Prepaid expenses, other current assets and restricted cash	90,186	(1,059,293)
Accounts payable	(5,159,858)	(231,099)
Accrued expenses and other current liabilities	(2,127,210)	(179,043)
Deferred revenue	(229,301)	(66,978)
Other non current liabilities	(8,158)	564,880
Net cash provided by operating activities	8,331,044	4,270,333
Cash flows from investing activities:		
Purchases of property and equipment	(859,067)	(1,957,990)
Proceeds from sales of property and equipment	565	18
Proceeds from sales of intangible assets	1,785,155	2,017,914
Purchases of intangibles and changes in other non-current assets	(5,545)	(28,229)
Net cash provided by investing activities	921,108	31,713
Cash flows from financing activities:		
Capital lease obligation principal payments	(21,584)	(4,337)
Excess tax benefit related to stock options	49,477	—
Common stock dividend payments	(1,457,415)	(1,409,528)
Repurchase of Class B common stock	(6,569,830)	(3,652,768)
Proceeds from exercises of stock options	35,417	21,830
Proceeds from employee stock purchase plan	24,648	8,227
Net cash used in financing activities	(7,939,287)	(5,036,576)
Net increase (decrease) in cash and cash equivalents	1,312,865	(734,530)
Cash and cash equivalents at beginning of period	27,418,396	33,638,002
Cash and cash equivalents at end of period	$28,731,261	$32,903,472
Supplemental disclosure of cash flow information:		
Cash paid during the period for income taxes, net of refunds	$ 49,464	$ (976,963)

See accompanying notes to condensed consolidated financial statements.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

(1) Description of Business and Basis of Presentation

Marchex, Inc. (the "Company") was incorporated in the state of Delaware on January 17, 2003. The Company is a call advertising and small business marketing company. The Company delivers call and click-based advertising products to tens of thousands of advertisers. The accompanying unaudited condensed consolidated financial statements of Marchex, Inc. and its wholly-owned subsidiaries have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Accordingly, they do not include all of the information and notes required by generally accepted accounting principles for annual financial statements. In the opinion of management, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair presentation have been included. Operating results for the three and six months ended June 30, 2010 are not necessarily indicative of the results that may be expected for the year ending December 31, 2010, or for any other period. The balance sheet at December 31, 2009 has been derived from the audited consolidated financial statements at that date but does not include all of the information and notes required by accounting principles generally accepted in the United States of America for complete financial statements. These condensed consolidated financial statements and notes should be read in conjunction with the Company's audited consolidated financial statements and accompanying notes included in the Annual Report on Form 10-K for the year ended December 31, 2009 filed with the SEC.

The condensed consolidated financial statements include the accounts of Marchex and its wholly-owned subsidiaries. Acquisitions are included in the Company's consolidated financial statements as of and from the date of acquisition. The Company's purchase accounting resulted in all assets and liabilities of acquired businesses being recorded at their estimated fair values on the acquisition dates. All inter-company transactions and balances have been eliminated in consolidation. Certain reclassifications have been made to the condensed consolidated financial statements in the prior year to conform to the current year presentation.

The Company's condensed consolidated financial statements presented include the condensed consolidated balance sheets as of December 31, 2009 and June 30, 2010, the condensed consolidated statements of operations for the three and six months ended June 30, 2009 and 2010 and the condensed consolidated statements of cash flows for the six months ended June 30, 2009 and 2010.

(2) Significant Accounting Policies

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These judgments are difficult as matters that are inherently uncertain directly impact their valuation and accounting. Actual results may vary from management's estimates and assumptions.

There have been no changes to the Company's significant accounting policies as disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2009 filed with the SEC.

Recently Issued Accounting Pronouncements

In February 2010, the FASB issued ASU 2010-09 "Subsequent Events – Amendments to Certain Recognition and Disclosure Requirements," which removed the requirements in ASC 855 for an SEC filer to disclose the date through which subsequent events have been evaluated for both issued and revised financial statements. The adoption of this update did not have a material effect on the Company's financial statements.

In October 2009, the FASB issued Accounting Standards Update (ASU) 2009–No. 13 *Multiple-Deliverable Revenue Arrangements*, which amends FASB ASC 605 *Revenue Recognition.* This provides amendments to the criteria for separating deliverables, measuring and allocating arrangement consideration to one or more units of accounting. This update establishes a selling price hierarchy for determining the selling price of a deliverable. ASU 2009–No. 13 is effective for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010. The Company is required to and plans to adopt the provisions of this update beginning in the first quarter of 2011. The Company is currently assessing the impact of the adoption of ASU 2009–No. 13.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

Revenues

The following table presents the Company's revenues, by revenue source, for the periods presented:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Partner and Other Revenue Sources	$29,371,257	$31,894,985	$14,570,713	$14,933,243
Proprietary Traffic Sources	18,280,765	13,500,349	6,510,360	6,460,110
Total Revenue	$47,652,022	$45,395,334	$21,081,073	$21,393,353

The Company's partner network revenues are primarily generated using third-party distribution networks to deliver the advertisers' listings. The distribution network includes search engines, shopping engines, directories, destination sites, third-party Internet domains or Web sites, other targeted Web-based content, mobile and offline sources. The Company generates revenue upon delivery of qualified and reported click-throughs or phone calls to the Company's advertisers or to advertising services providers' listings. The Company pays a revenue share to the distribution partners to access their online, mobile or other user traffic. Other revenues include the Company's call provisioning and call tracking services, campaign management services, natural search optimization services and outsourced search marketing platforms.

The Company's proprietary traffic revenues are generated from the Company's portfolio of owned Web sites which are monetized with pay-per-click listings that are relevant to the Web sites, as well as other forms of advertising, including call-based advertising units, banner advertising and sponsorships. When an online user navigates to one of the Company's owned and operated Web sites and clicks on a particular listing or completes the specified action, the Company receives a fee.

(3) Stock-based Compensation Plans

The Company accounts for stock-based compensation for employees and non-employees under the fair value method.

Stock-based compensation expense was included in the following operating expense categories as follows:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Service costs	$ 197,056	$ 384,632	$ 102,546	$ 205,149
Sales and marketing	982,509	381,094	524,655	214,437
Product development	298,432	460,176	115,027	251,971
General and administrative	3,512,111	3,755,118	1,795,853	1,922,140
Total stock-based compensation	$4,990,108	$4,981,020	$2,538,081	$2,593,697

The per share fair value of stock options granted during the three and six months ended June 30, 2009 and 2010 was determined on the date of grant using the Black-Scholes option-pricing model unless the stock options are subject to certain service and market conditions, in which case the Company uses other fair value models. The following weighted average assumptions were used in determining the fair value of option grants for the periods presented:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Expected life (in years)	4.0	4.6	4.0	5.4
Risk-free interest rate	1.52%	1.79%	2.09%	1.40%
Expected volatility	65%	66%	65%	66%
Expected dividend yield	1.1%	1.1%	1.1%	1.1%

In May 2010, the Company's Board of Directors approved an amendment to the Company's 2003 Amended and Restated Stock Incentive Plan (the "Plan") which provides for the grant of restricted stock units to eligible participants under the Plan.

In May 2010, the Company's Compensation Committee of the Board of Directors (the "Compensation Committee") approved stock option grants of 157,500 and restricted stock grants of 315,000 to certain executive officers. The stock options vest 25% on the first annual anniversary of the grant date and 1/12th of the remainder will vest quarterly thereafter for the following three years. The restricted shares will vest 25% on each of the first, second, third and fourth annual anniversaries of the grant date. The fair value of these awards is $2.0 million and is being recognized over their respective vesting periods.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

The Compensation Committee also approved performance based equity awards to certain executive officers which included 405,000 stock option grants and grants of 135,000 restricted stock units. Each restricted stock unit represents the right to receive one share of the Company's Class B common stock upon satisfaction of certain vesting considerations. These performance based awards have vesting based on certain service and market conditions. These performance based awards were issued in three separate tranches and each successive tranche will vest on the later of (a) the 12, 21, or 30 month of the anniversary of the grant date, respectively, and (b) the Company's Class B common stock upon reaching certain average stock price targets for each tranche. The fair value of these performance based equity awards is being recognized over their expected service periods.

Stock option activity during the six months ended June 30, 2010 is summarized as follows:

	Shares	Weighted average exercise price	Weighted average remaining contractual term (in years)	Aggregate intrinsic value
Balance at December 31, 2009	4,701,151	$ 9.59	5.61	$ 1,669,404
Options granted (1)	1,204,050	5.10		
Options exercised	(3,000)	3.07		
Options canceled	(112,531)	6.95		
Options forfeited	(147,406)	12.32		
Balance at June 30, 2010 (1)	5,642,264	$ 8.65	6.00	$ 369,526

(1) Includes 405,000 options that have vesting based on certain service and market conditions.

Restricted stock awards and restricted stock units activity during the six months ended June 30, 2010 is summarized as follows:

	Shares	Weighted average grant date fair value
Awarded and unvested balance at December 31, 2009	2,541,802	$ 8.99
Granted (1)	883,500	4.77
Vested	(433,952)	9.95
Forfeited	(10,500)	3.57
Awarded and unvested balance at June 30, 2010 (1)	2,980,850	$ 7.63

(1) Includes 135,000 restricted stock units which entitle the holder to receive one share of the Company's Class B common stock upon satisfaction of certain service and market conditions.

The following table summarizes stock-based compensation expense related to all stock-based awards under the fair value method during the three and six months ended June 30, 2009 and 2010:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Total stock-based compensation included in net loss	$4,990,000	$4,981,000	$2,538,000	$2,594,000
Income tax benefit related to stock-based compensation included in net loss	$1,451,000	$1,364,000	$ 740,000	$ 706,000

(4) Net Loss Per Share

We compute net loss per share of Class A and Class B common stock using the two class method. Under the provisions of the two class method, basic net loss per share is computed by dividing net loss applicable to participating securities by the weighted average number of common shares outstanding during the year. Diluted net loss per share is computed by dividing net loss applicable to participating securities by the weighted average number of common and dilutive common equivalent shares outstanding during the period. The computation of the diluted net loss per share of Class B common stock assumes the conversion of Class A common stock to Class B common stock, while the diluted net loss per share of Class A common stock does not assume the conversion of those shares.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

In accordance with the two class method, the undistributed earnings for each period are allocated based on the contractual participation rights of the Class A and Class B common shares and the restricted shares as if the earnings for the year had been distributed. Considering the terms of the Company's charter which provides that, if and when dividends are declared on our common stock in accordance with Delaware General Corporation Law, equivalent dividends shall be paid with respect to the shares of Class A common stock and Class B common stock and that both classes of common stock have identical dividend rights and would share equally in our net assets in the event of liquidation, we have allocated undistributed losses on a proportionate basis. Additionally, the Company has paid dividends equally to both classes of common stock and the unvested restricted shares since it initiated a quarterly cash dividend in November 2006.

The provisions of FASB ASC 260 (previously FSP EITF 03-6-1) became effective for the Company on January 1, 2009, under this method instruments granted in unvested share-based payment awards that contain nonforfeitable rights to dividends or dividend equivalents, whether paid or unpaid, are participating securities prior to vesting. As such, the Company's restricted stock awards are considered participating securities for purposes of calculating earnings per share. Under the two class method, dividends paid on unvested restricted stock are allocated to these participating securities and therefore impacts the calculation of amounts allocated to common stock.

The following table includes net loss applicable to common stockholders used to compute basic net loss per share for the periods ended:

	Six months ended June 30, 2009		Six months ended June 30, 2010	
	Class A	Class B	Class A	Class B
Numerator:				
Net loss	$ (939,974)	$ (1,901,220)	$ (1,080,517)	$ (2,114,873)
Dividends paid to participating securities	—	(90,459)	—	(91,689)
Net loss applicable to common stockholders	$ (939,974)	$ (1,991,679)	$ (1,080,517)	$ (2,206,562)
Denominator:				
Weighted average number of shares outstanding used to calculate basic net loss per share	10,899,547	23,094,703	10,810,901	22,077,331
Basic net loss per share applicable to common stockholders	$ (0.09)	$ (0.09)	$ (0.10)	$ (0.10)

	Three months ended June 30, 2009		Three months ended June 30, 2010	
	Class A	Class B	Class A	Class B
Numerator:				
Net loss	$ (397,271)	$ (770,886)	$ (1,044,939)	$ (2,082,677)
Dividends paid to participating securities		(49,846)	—	(48,115)
Net loss applicable to common stockholders	$ (397,271)	$ (820,732)	$ (1,044,939)	$ (2,130,792)
Denominator:				
Weighted average number of shares outstanding used to calculate basic net loss per share	10,869,216	22,454,956	10,786,403	21,995,133
Basic net loss per share applicable to common stockholders	$ (0.04)	$ (0.04)	$ (0.10)	$ (0.10)

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

The following table calculates net loss to diluted net loss applicable to common stockholders used to compute diluted net loss per share for the periods ended:

	Six months ended June 30, 2009		Six months ended June 30, 2010	
	Class A	Class B	Class A	Class B
Numerator:				
Net loss	$ (939,974)	$ (1,901,220)	$ (1,080,517)	$ (2,114,873)
Dividends paid to participating securities	—	(90,459)	—	(91,689)
Reallocation of net loss for Class A shares as a result of conversion of Class A to Class B shares	—	(939,974)	—	(1,080,517)
Net loss applicable to common stockholders	$ (939,974)	$ (2,931,653)	$ (1,080,517)	$ (3,287,079)
Denominator:				
Weighted average number of shares outstanding used to calculate basic net loss per share	10,899,547	23,094,703	10,810,901	22,077,331
Conversion of Class A to Class B common shares outstanding	—	10,899,547	—	10,810,901
Weighted average number of shares outstanding used to calculate diluted net loss per share	10,899,547	33,994,250	10,810,901	32,888,232
Diluted net loss per share applicable to common stockholders	$ (0.09)	$ (0.09)	$ (0.10)	$ (0.10)

	Three months ended June 30, 2009		Three months ended June 30, 2010	
	Class A	Class B	Class A	Class B
Numerator:				
Net loss	$ (397,271)	$ (770,886)	$ (1,044,939)	$ (2,082,677)
Dividends paid to participating securities	—	(49,846)	—	(48,115)
Reallocation of net loss for Class A shares as a result of conversion of Class A to Class B shares	—	(397,271)	—	(1,044,939)
Net loss applicable to common stockholders	$ (397,271)	$ (1,218,003)	$ (1,044,939	$ (3,175,731)
Denominator:				
Weighted average number of shares outstanding used to calculate basic net loss per share	10,869,216	22,454,956	10,786,403	21,995,133
Conversion of Class A to Class B common shares outstanding	—	10,869,216	—	10,786,403
Weighted average number of shares outstanding used to calculate diluted net loss per share	10,869,216	33,324,172	10,786,403	32,781,536
Diluted net loss per share applicable to common stockholders	$ (0.04)	$ (0.04)	$ (0.10)	$ (0.10)

The weighted average number of shares used to calculate the diluted net loss per share includes the weighted average number of shares from the assumed conversion of Class A common stock to Class B common stock.

The computation of diluted net loss per share excludes the following because their effect would be anti-dilutive:

- For the three and six months ended June 30, 2009, outstanding options to acquire 3,728,018 and 3,958,710 shares of Class B common stock with a weighted average exercise price of $12.33 and $11.29 per share, respectively. For the three and six months ended June 30, 2010, outstanding options to acquire 4,574,039 and 4,388,894 shares of Class B common stock with a weighted average exercise price of $9.81 and $10.08 per share, respectively.
- For the three and six months ended June 30, 2009, 2,850,880 shares of unvested Class B restricted common shares at June 30, 2009 issued to employees and in connection with acquisitions. For the three and six months ended June 30, 2010, 2,741,000 shares of unvested Class B restricted common shares at June 30, 2010 issued to employees and in connection with acquisitions. Unvested shares were excluded from the denominator of the computation of basic net loss per share.
- For the three and six months ended June 30, 2010, 405,000 stock options and 135,000 restricted stock units of performance based awards until certain service and market conditions are met. These performance based awards were excluded from the denominator of the computation of basic net loss per share.

(5) Concentrations

The Company maintains substantially all of their cash and cash equivalents with one financial institution.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

A significant portion of the Company's revenue earned from advertisers is generated through arrangements with distribution partners. The Company may not be successful in renewing any of these agreements, or if they are renewed, they may not be on terms as favorable as current agreements. The Company may not be successful in entering into agreements with new distribution partners or advertisers on commercially acceptable terms. In addition, several of these distribution partners or advertisers may be considered potential competitors.

There were no distribution partners representing more than 10% of consolidated revenue for the three and six months ended June 30, 2009 and 2010.

The advertisers representing more than 10% of consolidated revenue are as follows:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Advertiser A	10%	*	11%	*
Advertiser B	20%	22%	21%	15%
Advertiser D	11%	*	13%	*

* Less than 10% of revenue.

Advertiser A and B are also distribution partners.

The outstanding receivable balance for each advertiser representing more than 10% of accounts receivable is as follows:

	At December 31, 2009	At June 30, 2010
Advertiser A	11%	*
Advertiser B	43%	34%

(6) Segment Reporting and Geographic Information

Operating segments are revenue-producing components of the enterprise for which separate financial information is produced internally for the Company's management. For all periods presented the Company operated as a single segment, principally in domestic markets providing Internet advertiser transaction services to enterprises.

Revenues from advertisers by geographical areas are tracked on the basis of the location of the advertiser. The vast majority of the Company's revenue and accounts receivable are derived from domestic sales to advertisers engaged in various activities involving the Internet.

Revenues by geographic region are as follows (in percentages):

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
United States	99%	96%	98%	95%
Canada	*	3%	*	4%
Other countries	*	*	1%	*
	100%	100%	100%	100%

* Less than 1% of revenue.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

(7) Property and Equipment

Property and equipment consisted of the following:

	At December 31, 2009	At June 30, 2010
Computer and other related equipment	$ 9,169,886	$ 10,047,004
Purchased and internally developed software	6,436,820	6,527,827
Furniture and fixtures	936,170	1,026,528
Leasehold improvements	1,210,415	1,448,622
	$ 17,753,291	$ 19,049,981
Less: accumulated depreciation and amortization	(12,701,574)	(14,178,764)
Property and equipment, net	$ 5,051,717	$ 4,871,217

The Company has capitalized certain costs of internally developed software for internal use. The estimated useful life of costs capitalized is evaluated for each specific project. Amortization begins in the period in which the software is ready for its intended use.

Depreciation and amortization expense, related to property and equipment was approximately $1.0 million and $737,000 for the three months ended June 30, 2009 and 2010, respectively, and was $2.0 million and $1.5 million for the six months ended June 30, 2009 and 2010, respectively.

(8) Commitments

The Company has commitments for future payments related to office facilities leases, equipment and furniture leases, and other contractual obligations. The Company leases its office facilities under operating lease agreements expiring through 2018. The equipment and furniture leases are financed through capital lease arrangements and are included in property and equipment and the related depreciation is recorded as depreciation expense. The Company also has other contractual obligations expiring over varying time periods through 2012. Other contractual obligations primarily relate to minimum contractual payments due to distribution partners and other service providers. Future minimum payments are approximately as follows:

	Equipment and furniture leases	Facilities operating leases	Other contractual obligations	Total
2010	$ 1,563	$ 643,566	$1,345,707	$ 1,990,836
2011	—	1,409,230	2,161,173	3,570,403
2012	—	1,593,537	954,505	2,548,042
2013	—	1,769,788	100,350	1,870,138
2014	—	1,840,062	—	1,840,062
2015 and after	—	6,397,143	—	6,397,143
Total minimum payments	$ 1,563	$13,653,326	$4,561,735	$18,216,624

In May 2010, the Company entered into a lease agreement for office facilities in New York, New York which commenced in the second quarter of 2010 and expires in March 2018. Future minimum payments related to these new facilities are approximately as follows: $6,000 in 2010, $209,000 in 2011, $242,000 in 2012, $249,000 in 2013, $273,000 in 2014, and $978,000 in aggregate thereafter.

Rent expense incurred by the Company was approximately $379,000 and $432,000 for the three months ended June 30, 2009 and 2010, respectively, and was $797,000 and $865,000 for the six months ended June 30, 2009 and 2010, respectively.

(9) Credit Agreement

In April 2008, the Company entered into a credit agreement providing for a senior secured $30 million revolving credit facility (“Credit Agreement”). The Credit Agreement matures and all outstanding borrowings are due in April 2011. Interest on outstanding balances under the Credit Agreement will accrue at LIBOR plus an applicable margin rate, as determined under the agreement and there is an unused commitment fee. The Credit Agreement contains certain customary representations and warranties, financial covenants, events of default and is secured by substantially all of the assets of the Company. As of June 30, 2010, the Company had no borrowings under the Credit Agreement.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

(10) Contingencies and Taxes

(a) Contingencies

The Company is involved in legal and administrative proceedings and claims of various types from time to time. While any litigation contains an element of uncertainty, the Company is not aware of any legal proceedings or claims which are pending that the Company believes, based on current knowledge, will have, individually or taken together, a material adverse effect on the Company's financial condition or results of operations or liquidity.

In some agreements to which we are a party, we have agreed to indemnification provisions of varying scope and terms with advertisers, vendors and other parties with respect to certain matters, including, but not limited to, losses arising out of the Company's breach of agreements or representations and warranties made by the Company, services to be provided by the Company and intellectual property infringement claims made by third parties. As a result of these provisions, we may from time to time provide certain levels of financial support to our contract parties to seek to minimize the impact of any associated litigation in which they may be involved. To date, there have been no known events or circumstances that have resulted in any material costs related to these indemnification provisions and no liabilities therefore have been recorded in the accompanying unaudited condensed consolidated financial statements. However, the maximum potential amount of the future payments we could be required to make under these indemnification provisions could be material.

(b) Taxes

From time to time, various state, federal and other jurisdictional tax authorities undertake reviews of the Company and its tax filings. In evaluating the exposure associated with various tax filing positions, the Company on occasion accrues for uncertain tax positions. The Company adjusts these contingencies in light of changing facts and circumstances, such as the outcome of tax audits.

The Company does not have a material amount of unrecognized tax benefits. There were no changes to the amount of unrecognized tax benefits during the three and six months ended June 30, 2010. The Company believes any adjustments that may ultimately be required as a result of any of these reviews will not be material to the financial statements. The Company will continue to evaluate its unresolved uncertain tax positions as of each balance sheet date to ensure appropriate accounting treatment.

The Company files U.S. federal, certain U.S. states, and certain foreign tax returns. Generally, U.S. federal, U.S. state, and foreign tax returns filed for years after 2005 are within the statue of limitations and are under examination or may be subject to examination.

(11) Intangible Assets from Acquisitions

Intangible assets from acquisitions consisted of the following:

	As of December 31, 2009		
	Gross Carrying Amount	Accumulated Amortization	Net
Advertiser relationship	$ 11,340,000	$ (11,340,000)	$ —
Distribution partner relationship	3,100,000	(3,100,000)	—
Non-compete agreements	10,360,000	(10,360,000)	—
Trademarks/domains	42,436,650	(38,414,950)	4,021,700
Acquired technology	16,900,000	(16,612,222)	287,778
	$ 84,136,650	$ (79,827,172)	$4,309,478

	As of June 30, 2010		
	Gross Carrying Amount	Accumulated Amortization	Net
Advertiser relationship	$ 11,340,000	$ (11,340,000)	$ —
Distribution partner relationship	3,100,000	(3,100,000)	—
Non-compete agreements	10,360,000	(10,360,000)	—
Trademarks/domains	42,388,573	(39,582,247)	2,806,326
Acquired technology	16,900,000	(16,812,221)	87,779
	$ 84,088,573	$ (81,194,468)	$2,894,105

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

Amortizable intangible assets are amortized on a straight-line basis over their useful lives. Amortization expense incurred by the Company was approximately $1.3 million and $711,000 for the three months ended June 30, 2009 and 2010, respectively, and was $3.5 million and $1.4 million for the six months ended June 30, 2009 and 2010, respectively. Based upon the current amount of intangible assets subject to amortization, the estimated amortization expense for the next five years is as follows: $1.2 million for the remainder of 2010, $1.2 million in 2011, and $479,000 in 2012, and $0 in 2013 and thereafter.

(12) Goodwill

Changes in the carrying amount of goodwill for the three months ended June 30, 2010 are as follows:

Balance as of December 31, 2009	$35,438,289
Other	(18,572)
Balance as of June 30, 2010	$35,419,717

Goodwill is tested annually for impairment and is tested for impairment more frequently if events and circumstances indicate that the asset is more likely than not impaired. Events and circumstances considered in determining whether the carrying value of goodwill may be impaired include, but are not limited to: significant changes in performance relative to expected operating results; significant changes in the use of the assets; significant negative industry or economic trends; or a significant decline in the Company's stock price and/or market capitalization for a sustained period of time.

No impairment of significance of the Company's intangible assets has been identified to date in 2010. The current business environment is subject to evolving market conditions and requires significant management judgment to interpret the potential impact to our assumptions. To the extent that changes in the current business environment impact the Company's ability to achieve levels of forecasted operating results and cash flows, or should other events occur indicating the remaining carrying value of its assets might be impaired, the Company would test its goodwill and intangible assets for impairment and may recognize an additional impairment loss to the extent that the carrying amount exceeds such asset's fair value.

(13) Intangible and other assets, net

Intangible and other assets, net consisted of the following:

	December 31, 2009	June 30, 2010
Internet domain names	$ 15,686,370	$ 15,734,630
Less accumulated amortization	(12,417,328)	(13,269,840)
Internet domain names, net	3,269,042	2,464,790
Other assets:		
Registration fees, net	146,412	66,004
Other	251,944	280,829
Total intangibles and other assets, net	$ 3,667,398	$ 2,811,623

The Company capitalizes costs incurred to acquire domain names or URLs, which include the initial registration fees, to other intangible assets which excludes intangible assets acquired through business combinations. The capitalized costs are amortized over the expected useful life of the domain names on a straight-line basis.

The Company also capitalizes costs incurred to renew or extend the term of the domain names or URLs to prepaid expenses and other current assets or registration fees, net. The capitalized costs are amortized over the renewal or extended period on a straight-line basis. The total amount of costs incurred for the three and six months ended June 30, 2010 to renew or extend the term for domain names was $712,000 and $1.1 million, respectively. The weighted average renewal period for registration fees as of June 30, 2010 was approximately one year.

Amortization expense for internet domain names was approximately $528,000 and $391,000 for the three months ended June 30, 2009 and 2010, respectively, and was $1.1 million and $853,000 for the six months ended June 30, 2009 and 2010, respectively. Based upon the current amount of domains subject to amortization, the estimated expense for the next five years is as follows: $734,000 for the remainder of 2010, $1.1 million in 2011, $422,000 in 2012, $175,000 in 2013 and $40,000 in 2014.

Marchex, Inc. and Subsidiaries

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(unaudited)

(14) Common Stock

In April 2010, the Company's board of directors declared a quarterly dividend in the amount of $0.02 per share on the Company's Class A common stock and Class B common stock which was paid on May 17, 2010 to the holders of record as of the close of business on May 5, 2010. The aggregate quarterly dividend paid was approximately $704,000.

In November 2006, the Company's board of directors authorized a share repurchase program for the Company to repurchase up to 3 million shares of the Company's Class B common stock as well as the initiation of a quarterly cash dividend for the holders of the Class A and Class B common stock. The Company's board of directors have authorized increases to the share repurchase program for the Company to repurchase up to 11 million shares in the aggregate (less shares previously repurchased under the share repurchase program) of the Company's Class B common stock. Under the share repurchase program, repurchases may take place in the open market and in privately negotiated transactions and at times and in such amounts as the Company deems appropriate. The timing and actual number of shares repurchased will depend on a variety of factors including price, corporate and regulatory requirements, capital availability, and other market conditions. This stock repurchase program does not have an expiration date and may be expanded, limited or terminated at any time without prior notice.

During the six months ended June 30, 2010, the Company repurchased 715,000 shares of Class B common stock for approximately $3.7 million at an average stock price of $5.17 per share. The 715,000 shares have been recorded as treasury stock in the condensed consolidated balance sheet as of June 30, 2010.

During the six months ended June 30, 2010, the Company's board of directors approved the retirement of approximately 1.1 million shares of treasury stock. The excess of purchase price over par value of $5.4 million was recorded as a deduction to additional paid in capital on the condensed consolidated balance sheet.

(15) Related Party Transactions

During the three and six months ended June 30, 2010, a member of the Company's board of directors entered into a consulting agreement with an advertiser of the Company. The majority of the Company's revenue from the advertiser was derived from our feed management services which were discontinued as of December 31, 2009. The amounts related to this advertiser follow:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Revenue	$183,532	$22,559	$77,425	$ 8,062

	At December 31, 2009	At June 30, 2010
Accounts Receivable	$ 18,387	$ 2,444

(16) Subsequent Events

In July 2010, the Company's board of directors declared a regular quarterly dividend in the amount $0.02 per share on the Company's Class A and Class B common stock. The Company will pay these dividends on August 16, 2010 to the holders of record as of the close of business on August 6, 2010. The Company expects to pay approximately $706,000 for these quarterly dividends.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We use words such as "believes", "intends", "expects", "anticipates", "plans", "may", "will" and similar expressions to identify forward-looking statements. All forward-looking statements, including, but not limited to, statements regarding our future operating results, financial position, and business strategy, expectations regarding our growth and the growth of the industry in which we operate, and plans and objectives of management for future operations, are inherently uncertain as they are based on our expectations and assumptions concerning future events. Any or all of our forward-looking statements in this report may turn out to be inaccurate. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. They may be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties, including but not limited to the risks, uncertainties and assumptions described in this report, in Part II, Item 1A. under the caption "Risk Factors" and elsewhere in this report and in our Annual Report on Form 10-K for the year ended December 31, 2009 and those described from time to time in our future reports filed with the SEC. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this report may not occur as contemplated, and actual results could differ materially from those anticipated or implied by the forward-looking statements. All forward-looking statements in this report are made as of the date hereof, based on information available to us as of the date hereof, and we assume no obligation to update any forward-looking statement.

The following discussion and analysis provides information that we believe is relevant to an assessment and understanding of our results of operation and financial condition. You should read this analysis in conjunction with the attached condensed consolidated financial statements and related notes thereto, and with our audited consolidated financial statements and the notes thereto, included in our Annual Report on Form 10-K for the year ended December 31, 2009.

Overview

We are a call advertising and small business marketing company. We deliver call and click-based advertising products to tens of thousands of advertisers, ranging from small and medium-sized businesses to the Fortune 500. We have a suite of technology-based products and services that facilitate the efficient and cost-effective marketing and selling of goods and services for local and national advertisers who want to sell their products online and offline; and a proprietary, locally-focused Web site network where we help consumers find local information, as well as fulfill our advertiser marketing campaigns:

- ***Small and Medium-Sized Businesses Marketing Products.*** Our small and medium-sized businesses marketing products enable reseller partners of local advertisers, such as Yellow Pages providers and vertical marketing service providers, to sell search marketing and/or call advertising packages through their existing sales channels, which are then fulfilled by us across our distribution network, including leading search engines and our own proprietary traffic sources. By creating a solution for companies who have relationships with small and medium-sized businesses, it makes it easy for these small and medium-sized businesses to participate in online, mobile, offline and call advertising. The lead services we offer to local advertisers through our small and medium-sized businesses marketing products include products typically available only to national advertisers, including ad creation, keyword selection, geo-targeting, call tracking, pay-for-call, advertising campaign management, reporting, and analytics. The small and medium-sized businesses marketing products have the capacity to support hundreds of thousands of advertiser accounts. Reseller partners and publishers generally pay us account fees and also agency fees for our products in the form of a percentage of the cost of every click or call delivered to their advertisers. Through our contract with Yellowpages.com LLC d/b/a AT&T Interactive which is a subsidiary of AT&T (collectively, "AT&T"), AT&T is our largest advertiser reseller partner and was responsible for 15% and 22% of our total revenues for the three and six months ended June 30, 2010 of which the majority is derived from our small and medium-sized businesses marketing products.
- ***Pay-Per-Click Advertising.*** We deliver pay-per-click advertisements to online users in response to their keyword search queries or on pages they visit throughout our distribution network of search engines, shopping engines, certain third party vertical and local Web sites, mobile distribution and our own Publishing Network. In addition to distributing their ads, we offer account management services to help our advertisers optimize their pay-per-click campaigns, including editorial and keyword selection recommendations and report analysis. The pay-per-click advertisements are generally ordered based on the amount our advertisers choose to pay for a placement and the relevancy of their ads to the keyword search. Advertisers pay us when a user clicks on their advertisements in our distribution network and we pay publishers or distribution partners a percentage of the revenue generated by the click-throughs on their site(s). In addition, we generate revenue from cost-per-action events that take place on our distribution network. Cost-per-action revenue occurs when the user is redirected from one of our Web sites or a third-party Web site in our distribution network to an advertiser's Web site and completes a specified action. We also offer a private-label platform for publishers, separate and distinct from our small and medium-sized businesses marketing products which enable them to monetize their Web sites with contextual advertising from their own customers or from our advertising relationships. We sell pay-per-click contextual advertising placements on specialized vertical and branded publisher Web sites on a pay-per-click basis. Advertisers can target the placements by category, site- or page-specific basis. We believe our site- and page-specific approach provides publishers with an opportunity to generate revenue from their traffic while protecting their brand. Our approach gives advertisers greater transparency into the source of the traffic and relevancy for their ads and enables them to optimize the return on investment from their advertising campaign. The contextual advertisement placements are generally ordered based on the amount our advertisers choose to pay for a placement and the relevance of the advertisement, based on historic click-through rates. Advertisers pay us when a user clicks on their advertisements in our network and we pay publishers a percentage of the revenue generated by the click-throughs on their site.

- ***Call Advertising Services.*** We deliver a variety of call advertising services to national advertisers, advertising agencies and small and medium-sized advertiser reseller partners. These services include pay-for-call, phone number provisioning, call tracking, call analytics, click-to-call, Web site proxying, and other call-based services which enable our customers to utilize mobile, offline and online advertising to drive calls as well as clicks into their businesses and to use call tracking to measure the effectiveness of both their online, mobile and offline advertising campaigns. Advertisers pay us a fee for each call they receive from call-based ads we distribute on our distribution network or for each phone number provisioned and a pre-negotiated rate per minute.
- ***Publishing Network.*** We believe that our Publishing Network is a significant source of local information online. It includes more than 200,000 of our owned and operated Web sites focused on helping users find and make informed decisions about where to get local products and services. It features listings from more than 10 million local businesses in the U.S. and millions of expert and user-generated reviews on local businesses. The more than 200,000 Web sites in our network include more than 75,000 U.S. ZIP code sites, such as 98102.com and 90210.com, covering ZIP code areas nationwide, as well as tens of thousands of other locally-focused sites such as Yellow.com, OpenList.com and geo-targeted sites such as chicagodoctors.com, seattleautorepairs.com, bostonmortgage.com and others. Traffic to our Publisher Network is primarily monetized with pay-per-click listings that are relevant to the Web sites, as well as other forms of advertising, including call-based ad units, banner advertising and sponsorships.
- ***Feed Management and Related Services.*** Through the end of 2009, we used our proprietary technology to crawl and extract relevant product content from advertisers' databases and Web sites to create automated and highly-targeted product and service listings feed, which we delivered primarily into Yahoo!'s search submit product. Advertisers generally paid us a fixed price for each click they received on an advertisement or listing included in the feed. In addition and as a supplement to feed management services, we offered campaign management services to enable our advertisers to consolidate the purchasing, management, optimization and reporting from their search and vertical advertising campaigns across a large number of search engines, local Web sites and pay-per-click networks into one centralized location. Under these services advertisers paid us a pre-negotiated rate for each click they receive on their advertisement placed or managed as part of our campaign management services. Yahoo! discontinued its feed management service relationship with us effective December 31, 2009 as a result of its recently announced partnership with Microsoft. Accordingly, we discontinued our feed management and related service offerings as of that date. We generated $7.5 million in revenues from feed management and related services for the year ended December 31, 2009. The impact on our financial statements attributable to our ending this service is lessened by the relatively low operating margin attributable to this service given our revenue share arrangement with Yahoo! with respect thereto.

We were incorporated in Delaware on January 17, 2003. Acquisition initiatives have played an important part in our corporate history to date. We have completed the following acquisitions since our inception:

- On February 28, 2003, we acquired eFamily together with its direct wholly-owned subsidiary, formerly known as Enhance Interactive.
- On October 24, 2003, we acquired TrafficLeader.
- On July 27, 2004, we acquired goClick.
- On February 14, 2005, we acquired certain assets of Name Development.
- On April 26, 2005, we acquired certain assets of Pike Street Industries.
- On July 27, 2005, we acquired IndustryBrains.
- On May 1, 2006, we acquired certain assets of AreaConnect.
- On May 26, 2006, we acquired certain assets of Open List.
- On September 19, 2007, we acquired VoiceStar.

We currently have offices in Seattle, Washington; Las Vegas, Nevada; New York, New York and Philadelphia, Pennsylvania.

Consolidated Statements of Operations

The assets, liabilities and operations of our acquisitions are included in our consolidated financial statements as of and from the date of the respective acquisitions.

All inter-company transactions and balances within Marchex have been eliminated in consolidation. Our purchase accounting resulted in all assets and liabilities from our acquisitions being recorded at their estimated fair values on the respective acquisition dates. All goodwill, intangible assets and liabilities resulting from the acquisitions have been recorded in our financial statements.

Presentation of Financial Reporting Periods

The comparative periods presented are for the three months ended June 30, 2009 and 2010.

Revenue

We currently generate revenue through our suite of services, including our small and medium-sized businesses marketing products, pay-per-click advertising, call advertising services, publishing network, and historically our feed management and related services. Our primary sources of revenue are the performance-based advertising services, which include pay-per-click services, pay-for-call services, cost-per-action services and historically our feed management and related services. These primary sources amounted to greater than 75% of our revenues in all periods presented. Our secondary sources of revenue are our campaign management services, natural search optimization services and outsourced search marketing platforms. These secondary sources amounted to less than 25% of our revenues in all periods presented. We have no barter transactions.

We recognize revenue upon the completion of our performance obligation, provided that: (1) evidence of an arrangement exists; (2) the arrangement fee is fixed and determinable; and (3) collection is reasonably assured.

In certain cases, we record revenue based on available and reported preliminary information from third parties. Collection on the related receivables may vary from reported information based upon third party refinement of the estimated and reported amounts owing that occurs subsequent to period ends.

Performance-Based Advertising Services

In providing pay-per-click and call advertising services, we generate revenue upon our delivery of qualified and reported click-throughs or phone calls to our advertisers or advertising service providers' listings. These advertisers and advertising service providers pay us a designated transaction fee for each click-through or phone call, which occurs when an online user clicks on or makes a phone call based on any of their advertisement listings after it has been placed by us or by our distribution partners. Each click-through on an advertisement listing represents a completed transaction. The advertisement listings are displayed within our distribution network, which includes search engines, directories, destination sites, third-party Internet domains or Web sites, our portfolio of owned Web sites, other targeted Web-based content and mobile and offline sources. We also generate revenue from cost-per-action services, which occurs when the online user is redirected from one of our Web sites or a third-party Web site in our distribution network to an advertiser Web site and completes the specified action, such as when a call is placed.

In providing pay-per-click contextual targeting services, advertisers purchase keywords or keyword strings, based on an amount they choose for a targeted placement on vertically-focused Web sites or specific pages of a Web site that are specific to their products or services and their marketing objectives. The contextual results distributed by our services are prioritized for users by the amount the advertiser is willing to pay each time a user clicks on the merchant's advertisement and the relevance of the merchant's advertisement, which is dictated by historical click-through rates. Advertisers pay us when a click-through occurs on their advertisement.

In providing feed management services, advertisers pay for their Web pages and product databases to be crawled, or searched, and included in search engine, directory and product shopping engine results within our distribution network. Generally, the feed management listings are presented in a different section of the Web page than the pay-per-click listings. For this service, revenue is generated when an online user clicks on a feed management listing from search engine, directory or product shopping engine results. Each click-through on an advertisement listing represents a completed transaction for which the advertiser pays for on a per-click basis. The placement of a feed management result is largely determined by its relevancy, as determined by the distribution partner. Yahoo! discontinued its feed management service relationship with us effective December 31, 2009 as a result of its recently announced partnership with Microsoft. Accordingly, we discontinued our feed management and related service offerings as of that date.

Search Marketing Services

Advertisers pay us additional fees for services such as campaign management and natural search engine optimization. Advertisers generally pay us on a click-through basis, although in certain cases we receive a fixed fee for delivery of these services. In some cases we also deliver banner campaigns for select advertisers. We may also charge initial set-up, account, service or inclusion fees as part of our services.

Banner advertising revenue may be based on a fixed fee per click and is generated and recognized on click-through activity. In other cases, banner payment terms are volume-based with revenue generated and recognized when impressions are delivered.

Non-refundable account set-up fees are paid by advertisers and are recognized ratably over the longer of the term of the contract or the average expected advertiser relationship period, which generally ranges from twelve months to more than two years. Other account and service fees are recognized in the month or period the account fee or services relate to.

Other inclusion fees are generally associated with monthly or annual subscription-based services where an advertiser pays a fixed amount to be included in our index of listings or our distribution partners' index of listings. Revenues from these subscription arrangements are recognized ratably over the service period.

Outsourced Search Marketing Platforms

We generate revenue from reseller partners and publishers utilizing our web-based technologies. We are paid a management or agency fee based on the total amount of the purchase made by the advertiser. The partners or publishers engage the advertisers and are the primary obligor, and we, in certain instances, are only financially liable to the publishers in our capacity as a collection agency for the amount collected from the advertisers. We recognize revenue for these fees under the net revenue recognition method. In limited arrangements resellers pay us a fee for fulfilling an advertiser's campaign in our distribution network and we act as the primary obligor. We recognize revenue for these fees under the gross revenue recognition method.

Industry and Market Factors

We enter into agreements with various distribution partners to provide distribution for the URL strings and advertisement listings of our advertisers. We generally pay distribution partners based on a percentage of revenue or a fixed amount per click-through or for each phone call on these listings. The level of click-throughs and phone calls contributed by our distribution partners has varied, and we expect it will continue to vary, from quarter to quarter and year to year, sometimes significantly. If we do not add new distribution partners, renew our current distribution partner agreements or replace traffic lost from terminated distribution agreements with other sources or if our distribution partners' search businesses do not grow or are adversely affected, our revenue and results of operations may be materially and adversely affected. Our ability to grow will be impacted by our ability to increase our distribution, which impacts the number of Internet users who have access to our advertisers' listings and the rate at which our advertisers are able to convert clicks and calls from these Internet users into completed transactions, such as a purchase or sign up. Our ability to grow also depends on our ability to continue to increase the number of advertisers who use our services and the amount these advertisers spend on our services.

We anticipate that these variables will fluctuate in the future, affecting our ability to grow and our financial results. In particular, it is difficult to project the number of click-throughs or phone calls we will deliver to our advertisers and how much advertisers will spend with us, and it is even more difficult to anticipate the average revenue per click-through or phone call. It is also difficult to anticipate the impact of worldwide economic conditions on advertising budgets, including due to the economic uncertainty resulting from recent disruptions in global financial markets.

In addition, we believe we will experience seasonality. Our quarterly results have fluctuated in the past and may fluctuate in the future due to seasonal fluctuations in levels of Internet usage and seasonal purchasing cycles of many advertisers. It is generally understood that during the spring and summer months, Internet usage is lower than during other times of the year, especially in comparison to the fourth quarter of the calendar year. The extent to which usage may decrease during these off-peak periods is difficult to predict. Prolonged or severe decreases in usage during these periods may adversely affect our growth rate and results. Additionally, the current business environment has generally resulted in advertisers and reseller partners reducing advertising and marketing services budgets, which we expect will impact our quarterly results of operations in addition to the typical seasonality seen in our industry.

Service Costs

Our service costs represent the cost of providing our performance-based advertising services and our search marketing services. The service costs that we have incurred in the periods presented primarily include:

- user acquisition costs;
- amortization of intangible assets;
- license and content fees;
- credit card processing fees;

- network operations;
- serving our search results;
- telecommunication costs, including provisioning of telephone numbers;
- maintaining our Web sites;
- domain name registration renewal fees;
- network fees;
- fees paid to outside service providers;
- delivering customer service;
- depreciation of our Web sites, network equipment and internally developed software;
- colocation service charges of our Web site equipment;
- bandwidth and software license fees;
- payroll and related expenses of related personnel; and
- stock-based compensation of related personnel.

User Acquisition Costs

For the periods presented the largest component of our service costs consist of user acquisition costs that relate primarily to payments made to distribution partners for access to their online, mobile or other user traffic. We enter into agreements of varying durations with distribution partners that integrate our services into their Web sites and indexes. The primary economic structure of the distribution partner agreements is a variable payment based on a specified percentage of revenue.

These variable payments are often subject to minimum payment amounts per click-through or phone call. Other payment structures that to a lesser degree exist include:

- fixed payments, based on a guaranteed minimum amount of usage delivered;
- variable payments based on a specified metric, such as number of paid click-throughs or phone calls; and
- a combination arrangement with both fixed and variable amounts that may be paid in advance.

We expense user acquisition costs based on whether the agreement provides for fixed or variable payments. Agreements with fixed payments with minimum guaranteed amounts of usage are expensed as the greater of the pro-rata amount over the term of arrangement or the actual usage delivered to date based on the contractual revenue share. Agreements with variable payments based on a percentage of revenue, number of paid click-throughs, phone calls or other metrics are expensed as incurred based on the volume of the underlying activity or revenue multiplied by the agreed-upon price or rate.

Sales and Marketing

Sales and marketing expenses consist primarily of:

- payroll and related expenses for personnel engaged in marketing and sales functions;
- advertising and promotional expenditures including online and outside marketing activities;
- cost of systems used to sell to and serve advertisers; and
- stock-based compensation of related personnel.

Product Development

Product development costs consist primarily of expenses incurred in the research and development, creation and enhancement of our Web sites and services.

Our research and development expenses include:

- payroll and related expenses for personnel;
- costs of computer hardware and software;
- costs incurred in developing features and functionality of the services we offer; and
- stock-based compensation of related personnel.

For the periods presented, substantially all of our product development expenses are research and development.

Product development costs are expensed as incurred or capitalized into property and equipment in accordance with FASB ASC 350 (previously the American Institute of Certified Public Accountants' Statement of Position 98-1, *Accounting for the Costs of Computer Software Developed or Obtained for Internal Use).* This statement requires that costs incurred in the preliminary project and post-implementation stages of an internal use software project be expensed as incurred and that certain costs incurred in the application development stage of a project be capitalized.

General and Administrative

General and administrative expenses consist primarily of:

- payroll and related expenses for executive and administrative personnel;
- professional services, including accounting, legal and insurance;
- bad debt provisions;
- facilities costs;
- other general corporate expenses; and
- stock-based compensation of related personnel.

Stock-Based Compensation

We account for stock-based compensation under the fair value method. As a result, stock-based compensation consists of the following:

- all share-based compensation arrangements granted after January 1, 2006 (adoption date of FASB ASC 718) and for any such arrangements that are modified, cancelled, or repurchased after that date, and
- the portion of previous share-based awards for which the requisite service has not been rendered as of January 1, 2006.

Stock-based compensation expense has been included in the same lines as compensation paid to the same employees in the consolidated statement of operations.

Amortization of Intangibles from Acquisitions

Amortization of intangible assets excluding goodwill relates to intangible assets identified in connection with our acquisitions.

The intangible assets have been identified as:

- non-competition agreements;
- trade and Internet domain names;
- distributor relationships;
- advertising relationships;
- patents; and
- acquired technology.

These assets are amortized over useful lives ranging from 12 to 84 months.

Provision for Income Taxes

We utilize the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax law is recognized in results of operations in the period that includes the enactment date.

Each reporting period we must assess the likelihood that our deferred tax assets will be recovered from available carrybacks or future taxable income, and to the extent that realization is not more likely than not, a valuation allowance must be established. The establishment of a valuation allowance and increases to such an allowance result in either increases to income tax expense or reduction of income tax benefit in the statement of operations. Although realization is not assured, we believe it is more likely than not, based on operating performance, available carrybacks and projections of future taxable income, that our net deferred tax assets, excluding certain state and foreign net operating loss carryforwards, will be realized. In determining that it was more likely than not that we would realize the deferred tax assets, factors considered included: historical taxable income, historical trends related to advertiser usage rates, projected revenues and expenses, macroeconomic conditions and issues facing our industry, existing contracts, our ability to project future results and any appreciation of our other assets. The majority of our deferred tax assets are from goodwill and intangible assets recorded in connection with various acquisitions that are tax-deductible over 15 year periods. Based on available carrybacks and projections of future taxable income, the Company expects to be able to recover these assets. The amount of the net deferred tax assets considered realizable, however, could be reduced in the near term if our projections of future taxable income are reduced or if we do not perform at the levels we are projecting. This could result in increases to the valuation allowance for deferred tax assets and a corresponding increase to income tax expense of up to the entire net amount of deferred tax assets.

From time to time, various state, federal, and other jurisdictional tax authorities undertake reviews of us and our filings. We believe any adjustments that may ultimately be required as a result of any of these reviews will not be material to the financial statements.

As of June 30, 2010, we have net deferred tax assets of $51.9 million, relating to the impairment of goodwill, amortization of intangibles assets, net state and foreign operating loss carryforwards and certain other temporary differences. Although realization is not assured, we believe it is more likely than not that our net deferred tax assets, excluding certain state and foreign net operating loss carryforwards, will be realized. As of June 30, 2010, based upon both positive and negative evidence available, we have determined it is not more likely than not that certain deferred tax assets primarily relating to net operating loss carryforwards in state and foreign jurisdictions will be realizable and accordingly, have recorded a valuation allowance of $3.6 million against these deferred tax assets. Should we determine in the future that we will be able to realize these deferred tax assets, or not be able to realize all or part of our remaining net deferred tax assets recorded as of June 30, 2010, an adjustment to the net deferred tax assets would impact net income or stockholders' equity in the period such determination was made.

As of June 30, 2010, we had federal net operating loss, or NOL, carryforwards of $1.7 million which will begin to expire in 2019. The Tax Reform Act of 1986 limits the use of NOL and tax credit carryforwards in certain situations where changes occur in the stock ownership of a company. We believe that such a change has occurred, and that approximately $1.7 million of NOL carryforwards is limited such that substantially all of these federal NOL carryforwards will never be available. Accordingly, we have not recorded a deferred tax asset for these NOL's.

As of June 30, 2010, we had certain tax effected state and foreign net operating loss carryforwards of approximately $3.6 million. We do not have a history of taxable income in the relevant jurisdictions and the state and foreign net operating loss carryforwards will more likely than not expire unutilized. Therefore, we have recorded a 100% valuation allowance on the state and foreign net operating loss carryforwards as of June 30, 2010.

Results of Operations

The following table presents certain financial data, derived from our unaudited consolidated statements of operations, as a percentage of total revenue for the periods indicated. The operating results for the three and months ended June 30, 2009 and 2010 and are not necessarily indicative of the results that may be expected for the full year or any future period.

	Six Months Ended June 30,		Three Months Ended June 30,	
	2009	2010	2009	2010
Revenue	100.0%	100.0%	100%	100%
Expenses:				
Service costs	48%	58%	52%	64%
Sales and marketing	24%	16%	18%	16%
Product development	16%	18%	16%	20%
General and administrative	17%	18%	19%	20%
Amortization of intangible assets from acquisitions	7%	3%	6%	3%
Total operating expenses	112%	114%	111%	124%
Gain on sales and disposals of intangible assets, net	4%	4%	4%	3%
Loss from operations	-8%	-9%	-7%	-21%
Other income (expense):				
Interest income	0%	0%	0%	0%
Interest expense	-0%	-0%	0%	0%
Other	0%	0%	0%	0%
Total other income	0%	0%	0%	0%
Loss before provision for income taxes	-8%	-9%	-7%	-20%
Income tax benefit	-2%	-2%	-2%	-6%
Net loss	-6%	-7%	-5%	-15%
Dividends paid to participating securities	-0%	-0%	0%	0%
Net loss applicable to common stockholders	-6%	-7%	-6%	-14%

Comparison of the Three months ended June 30, 2009 to the Three months ended June 30, 2010 and of the Six months ended June 30, 2009 to the Six months ended June 30, 2010

Revenue

The following table presents our revenues, by revenue source, for the periods presented:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Partner and Other Revenue Sources	$29,371,257	$31,894,985	$14,570,713	$14,933,243
Proprietary Traffic Sources	18,280,765	13,500,349	6,510,360	6,460,110
Total Revenue	$47,652,022	$45,395,334	$21,081,073	$21,393,353

Our partner network revenues are primarily generated using third-party distribution networks to deliver the advertisers' listings. The distribution network includes search engines, shopping engines, directories, destination sites, third-party Internet domains or Web sites, other targeted Web-based content, mobile and offline sources. We generate revenue upon delivery of qualified and reported click-throughs or phone calls to our advertisers or to advertising services providers' listings. We pay a revenue share to the distribution partners to access their online user traffic. Other revenues include our call provisioning and call tracking services, campaign management services, natural search optimization services and outsourced search marketing platforms. Our publishing network revenues are generated from our portfolio of owned Web sites which are monetized with pay-per-click listings that are relevant to the Web sites, as well as other forms of advertising, including call-based ad units, banner advertising and sponsorships. When an online user navigates to one of our Web sites and clicks on a particular listing or completes the specified action, we receive a fee.

Revenue increased 1% from $21.1 million for the three months ended June 30, 2009 to $21.4 million in the same period in 2010. Our publishing network revenue was relatively consistent with higher revenues for cost-per-actions from resellers related to our local search and directory Web sites offset primarily by a $532,000 decrease in revenues from our arrangement with Yahoo! whereby we receive payment upon click-throughs on pay-per-click listings presented on our Web sites. This decrease was principally due to fewer click-throughs on pay-per-click listings from Yahoo!.

The partner and other revenues were affected by increased revenues of $4.5 million primarily from our call advertising services and to a lesser extent our pay-per-click services. This increase was offset by a decrease in revenue from AT&T from pricing reductions and incentives as part an extension of our arrangement with AT&T and a $2.0 million decrease in revenue generated from our feed management services. Effective December 31, 2009 Yahoo! discontinued its feed management service relationship with us as a result of its recently announced partnership with Microsoft. Accordingly, we discontinued our feed management service offering as of that date.

Under our primary arrangement with AT&T, we generate revenues from our small and medium-sized businesses marketing products to sell search marketing packages and/or call advertising packages through their existing sales channels, which are then fulfilled by us across our distribution network. We are paid account fees and also agency fees for our products in the form of a percentage of the cost of every click or call delivered to their advertisers. In the second quarter of 2010, we signed an extension of our arrangement with AT&T through June 30, 2015 that includes certain exclusivity provisions for new advertiser accounts and contemplates the migration of several thousand existing advertiser accounts over the next nine to twelve months. As part of the arrangement, we provided pricing reductions including significant near term pricing incentives. These incentives in comparison to the prior arrangement pricing could generate an estimated $8-9 million in savings for AT&T during 2010 and accordingly, we experienced a decrease in second quarter revenues but expect revenues from the arrangement to scale back upwards in the latter portion of the year.

AT&T and Yahoo! in the second quarter of 2009 accounted for 21% and 11%, respectively, of our total revenues compared to 15% and 9%, respectively, in the second quarter of 2010.

Except for our arrangement with AT&T where we generate revenues from our small and medium-sized businesses marketing products, in the near term we expect advertisers and resellers to have relatively stable advertising and marketing service budgets compared to the second quarter of 2010 and anticipate modest increases in our call advertising revenues.

Revenue decreased 5%, from $47.7 million for the six months ended June 30, 2009 to $45.4 million in the same period in 2010. Our publishing network revenue decreased primarily due to $3.2 million lower revenues for cost-per-actions from resellers such as Dex One Corporation, WhitePages, Inc. and Intelius, Inc., particularly related to our local search and directory Web sites. The remainder of such decrease was largely due to lower revenues from our arrangement with Yahoo! whereby we receive payment upon click-throughs on pay-per-click listings presented on our Web sites. This decrease was principally due to fewer click-throughs on pay-per-click listings from Yahoo!

The partner and other revenues increased $2.5 million and were affected by our adding more than 5,000 accounts to our small and medium-sized businesses marketing products and call advertising services and to a lesser extent our pay-per-click services which were offset by a decrease in revenue from AT&T from pricing reductions and incentives as part of an extension of our arrangement with AT&T in the second quarter and a decrease in revenue of $4.3 million generated from our feed management and related services. Effective December 31, 2009 Yahoo! discontinued its feed management service relationship with us as a result of its recently announced partnership with Microsoft. Accordingly, we discontinued our feed management service offering as of that date.

Our ability to maintain and grow our revenues will depend in part on maintaining and increasing the number of click-throughs and calls performed by users of our service through our distribution partners and proprietary traffic sources and maintaining and increasing the number and volume of transactions and favorable variable payment terms with advertisers and advertising services providers, which we believe is dependent in part on marketing our Web sites and delivering high quality traffic that ultimately results in purchases or conversions for our advertisers and advertising services providers. We may increase our direct monetization of our proprietary traffic sources which may not be at the same rate levels as other advertising providers and could adversely affect our revenues and results of operations. If we do not add new distribution partners, renew our current distribution partner agreements or replace traffic lost from terminated distribution agreements with other sources or if our distribution partners' businesses do not grow or are adversely affected, our revenue and results of operations may be materially and adversely affected. If revenue grows and the volume of transactions and traffic increases, we will need to expand our network infrastructure. Inefficiencies in our network infrastructure to scale and adapt to higher traffic volumes could materially and adversely affect our revenue and results of operations.

We anticipate that these variables will fluctuate in the future, affecting our growth rate and our financial results. In particular, it is difficult to project the number of click-throughs and phone calls we will deliver to our advertisers and how much advertisers will spend with us, and it is even more difficult to anticipate the average revenue per click-through or phone call. It is also difficult to anticipate the impact of worldwide economic conditions on advertising budgets due to the evolving market conditions. In addition, we believe we will experience seasonality. Our quarterly results have fluctuated in the past and may fluctuate in the future due to seasonal fluctuations in levels of Internet usage and seasonal purchasing cycles of many advertisers. It is generally understood that during the spring and summer months, Internet usage is lower than during other times of the year, especially in comparison to the fourth quarter of the calendar year. The extent to which usage may decrease during these off-peak periods is difficult to predict. Prolonged or severe decreases in usage during these periods may adversely affect our growth rate and results.

Expenses

Expenses were as follows:

	Six months ended June 30,				Three months ended June 30,			
	2009	% of revenue	2010	% of revenue	2009	% of revenue	2010	% of revenue
Service costs	$22,886,210	48%	$26,305,045	58%	$11,024,516	52%	$13,655,544	64%
Sales and marketing	11,271,267	24%	7,422,083	16%	3,682,352	17%	3,511,375	16%
Product development	7,600,517	16%	8,288,614	18%	3,446,317	16%	4,326,330	20%
General and administrative	8,057,735	17%	8,125,820	18%	3,987,195	19%	4,289,559	20%
Amortization of intangible assets from acquisitions	3,469,551	7%	1,415,373	3%	1,334,585	6%	710,907	3%
	$53,285,280	112%	$51,556,935	114%	$23,474,965	111%	$26,493,715	124%

Stock-based compensation expense was included in the following operating expense categories as follows:

	Six months ended June 30,		Three months ended June 30,	
	2009	2010	2009	2010
Service costs	$ 197,056	$ 384,632	$ 102,546	$ 205,149
Sales and marketing	982,509	381,094	524,655	214,437
Product development	298,432	460,176	115,027	251,971
General and administrative	3,512,111	3,755,118	1,795,853	1,922,140
Total stock-based compensation	$4,990,108	$4,981,020	$2,538,081	$2,593,697

See Note 3—“Stock-based Compensation Plans” of the condensed consolidated financial statements as well as our Critical Accounting Policies for additional information about stock-based compensation.

Service Costs. Service costs increased 24%, from $11.0 million in the three months ended June 30, 2009 to $13.7 million in the same period in 2010. The increase was primarily attributable to an increase in distribution partner payments, fees paid to outside service providers, personnel costs, stock compensation, facility costs, communication and network costs and depreciation of $2.8 million, partially offset by a decrease in Internet domain amortization, royalty costs and credit card processing fees of $192,000.

Service costs represented 52% of revenue in the three months ended June 30, 2009 as compared to 64% in 2010. The 2010 increase as a percentage of revenue in service costs as compared to 2009 was primarily a result of an increase in the proportion of revenue attributable to our pay-per-click, pay-for-call or cost-per-action services for which there are related distribution partner payments and the effect of the pricing incentives to AT&T.

Service costs represented 48% of revenue in the six months ended June 30, 2009 as compared to 58% in 2010. The 2010 increase as a percentage of revenue in service costs as compared to 2009 was primarily a result of an increase in the proportion of revenue attributable to our pay-per-click, pay-for-call or cost-per-action services for which there are related distribution partner payments and the effect of the pricing incentives to AT&T. Payments to pay-per-click, pay-for-call or cost-per-action distribution partners account for higher user acquisition costs as a percentage of revenue relative to our overall service cost percentage.

We expect that user acquisition costs and revenue shares to distribution partners are likely to increase prospectively given the competitive landscape for distribution partners. To the extent that payments to pay-per-click, pay-for-call or cost-per-action distribution partners make up a larger percentage of future operations, or the addition or renewal of existing distribution partner agreements are on terms less favorable to us, we expect that service costs will increase as a percentage of revenue. To the extent of revenue declines in these areas, we expect revenue shares to distribution partners to decrease in absolute dollars. Our publishing network sources have a lower service cost as a percentage of revenue relative to our overall service cost percentage. Our publishing network sources have no corresponding distribution partner payments. To the extent our publishing network sources make up a larger percentage of our future operations, we expect that service costs will decrease as a percentage of revenue. As a result of significant pricing incentives we have provided for under our arrangement with AT&T, we expect in the near term service costs will increase significantly as a percentage of revenue. We also expect that in the longer term service costs will increase in absolute dollars as a result of costs associated with the expansion of our operations and network infrastructure as we scale and adapt to increases in the volume of transactions and traffic and invest in our platforms.

Sales and Marketing. Sales and marketing expenses decreased 5% from $3.7 million for the three months ended June 30, 2009 to $3.5 million in the same period in 2010. As a percentage of revenue, sales and marketing expenses were 18% and 16% for the three months ended June 30, 2009 and 2010, respectively. The net decrease in dollars was related primarily to a decrease in stock compensation. We expect some volatility in sales and marketing expenses in the near term based on the timing of marketing initiatives but expect sales and marketing expenses in the near term to be relatively stable in absolute dollars. We expect that sales and marketing expenses will increase in connection with any revenue increase to the extent that we also increase our marketing activities and correspondingly could increase as a percentage of revenue. We also expect fluctuations in marketing expenditures as we redirect our online marketing efforts towards more of our updated Web sites and direct monetization of our proprietary traffic sources but expect expenditures related to these efforts to increase in absolute dollars in the long term.

Sales and marketing expenses decreased 34% from $11.3 million for the six months ended June 30, 2009 to $7.4 million in the same period in 2010. As a percentage of revenue, sales and marketing expenses were 24% and 16% for the six months ended June 30, 2009 and 2010, respectively. The net decrease in dollars and percentage of revenue was related primarily to a decrease in online and outside marketing activities and stock compensation.

Product Development. Product development expenses increased 26%, from $3.4 million for the three months ended June 30, 2009 to $4.3 million in the same period in 2010. The increase in dollars was primarily due to an increase in personnel costs and stock based compensation of $1.0 million. As a percentage of revenue, product development expenses were 16% and 20% for the three months ended June 30, 2009 and 2010, respectively. The 2010 increase as a percentage of revenue in product development expense as compared to 2009 was primarily a result of an increase in the proportion of personnel costs relative to revenue. In the near term, we do not expect significant changes to our product development expenditures. In the longer term, we expect that product development expenses will increase in absolute dollars as we increase the number of personnel and consultants to enhance our service offerings and as a result of additional stock-based compensation expense.

Product development expenses increased 9%, from $7.6 million for the six months ended June 30, 2009 to $8.3 million in the same period in 2010. The increase in dollars was primarily due to an increase in personnel costs and stock based compensation of $910,000. As a percentage of revenue, product development expenses were 16% and 18% for the six months ended June 30, 2009 and 2010, respectively. The 2010 increase as a percentage of revenue in product development expense as compared to 2009 was primarily a result of an increase in the proportion of personnel costs relative to revenue.

General and Administrative. General and administrative expenses increased 8%, from $4.0 million in the three months ended June 30, 2009 to $4.3 million in the same period in 2010. The increase in dollars was primarily due to an increase in fees paid to outside service providers, personnel costs, stock based compensation and bad debt of $353,000. As a percentage of revenue, general and administrative expenses were 19% and 20% for the three months ended June 30, 2009 and 2010, respectively. We expect a small increase to our general and administrative expenses in the near term. We expect that our general and administrative expenses will increase in the longer term to the extent that we expand our operations and incur additional costs in connection with being a public company, including expenses related to professional fees and insurance, and as a result of stock-based compensation expense.

General and administrative expenses were $8.1 million for both the six months ended June 30, 2009 and 2010. The increases were primarily attributable to stock-based compensation and bad debt of $345,000 which were offset by decreases in facility related costs and other operating costs. As a percentage of revenue, general and administrative expenses were 17% and 18% for the six months ended June 30, 2009 and 2010, respectively.

Amortization of Intangible Assets from Acquisitions. Intangible amortization expense decreased 47%, from $1.3 million in the three months ended June 30, 2009 to $711,000 in the same period in 2010. The decrease was associated with certain intangible assets from acquisitions being fully amortized. During the three months ended June 30, 2010, the amortization of intangibles related to service costs.

Intangible amortization expense decreased 59%, from $3.5 million in the six months ended June 30, 2009 to $1.4 million in the same period in 2010. The decrease was associated with certain intangible assets from acquisitions being fully amortized. During the six months ended June 30, 2010, the amortization of intangibles related to service costs.

Our purchase accounting resulted in all assets and liabilities from our acquisitions being recorded at their estimated fair values on their respective acquisition dates. All goodwill, identifiable intangible assets and liabilities resulting from our acquisitions have been recorded in our financial statements. The identified intangibles amounted to $84.1 million and are being amortized over a range of useful lives of 12 to 84 months. We may acquire identifiable intangible assets as part of future acquisitions, and if so, we expect that our intangible amortization will increase in absolute dollars. Events and circumstances considered in determining whether the carrying value of amortizable intangible assets and goodwill may not be recoverable include, but are not limited to: significant changes in performance relative to expected operating results; significant changes in the use of the assets; significant negative industry or economic trends; or a significant decline in the Company’s stock price and/or market capitalization for a sustained period of time.

No impairment of significance of the Company’s intangible assets has been identified to date in 2010. The current business environment is subject to evolving market conditions and requires significant management judgment to interpret the potential impact to our assumptions. To the extent that changes in the current business environment impact the Company’s ability to achieve levels of forecasted operating results and cash flows, or should other events occur indicating the remaining carrying value of our assets might be impaired, the Company would test its goodwill and intangible assets for impairment and may recognize an additional impairment loss to the extent that the carrying amount exceeds such asset’s fair value.

Gain on sales and disposals of intangible assets, net. Gains on sales and disposals of intangible assets, net were $855,000 and $1.8 million for the three and six months ended June 30, 2009, respectively, as compared to $690,000 and $2.0 million in the same periods in 2010, and were primarily attributable to the sales and disposals of Internet domain names and other intangible assets.

Other Income (expense), net. Other income (expense), net were ($19,000) and ($4,000) in the three and six months ended June 30, 2009, respectively, compared to $37,000 and $31,000 in the same periods in 2010.

Income Taxes. The income tax benefits were $390,000 and $1.0 million for the three and six months ended June 30, 2009 as compared to income tax benefits of $1.2 million and $917,000 in the same periods in 2010.

In the three and six months ended June 30, 2010, the effective tax rate of 29% and 22%, respectively, differed from the expected effective tax rate of 35% due to state income taxes, non-deductible stock-based compensation related to restricted stock and incentive stock options recorded under the fair-value method and other non-deductible amounts. In the three and six months ended June 30, 2009, the effective tax rate of 25% and 26%, respectively, differed from the expected effective tax rate of 35% due to state income taxes, non-deductible stock-based compensation related to restricted stock and incentive stock options recorded under the fair-value method and other non-deductible amounts.

Net Loss. Net loss increased from $1.2 million for the three months ended June 30, 2009 to $3.1 million in the same period in 2010. The increase was primarily attributable to an increase in distribution partner payments, higher personnel costs in service costs and product development, and pricing reductions and incentives to AT&T. Net loss increased from $2.8 million for the six months ended June 30, 2009 compared to $3.2 million in the same period in 2010 and was primarily attributable to an increase in distribution partner payments, higher personnel costs in service costs and product development and pricing reductions and incentives to AT&T offset by lower online and outside marketing activities.

Liquidity and Capital Resources

As of June 30, 2010, we had cash and cash equivalents of $32.9 million and we had current and long term contractual obligations of $18.2 million, of which $13.7 million is for rent under our facility leases.

Cash provided by operating activities primarily consists of net loss adjusted for certain non-cash items such as depreciation and amortization, deferred income taxes, stock-based compensation, excess tax benefit related to stock options, and changes in working capital. Cash provided by operating activities for the six months ended June 30, 2010 of approximately $4.3 million consisted primarily of net loss of $3.2 million adjusted for non-cash items of $11.4 million, including depreciation, amortization of intangible assets, allowance for doubtful accounts and advertiser credits, stock-based compensation, and deferred income taxes, and approximately $4.0 million used for working capital and other activities. Cash provided by operating activities for the six months ended June 30, 2009 of approximately $8.3 million consisted primarily of net loss of $2.8 million adjusted for non-cash items of $13.6 million, including depreciation, amortization of intangible assets, allowance for doubtful accounts and advertiser credits, stock-based compensation, deferred income taxes, and excess tax benefit related to stock options and approximately $2.4 million used for working capital and other activities.

With respect to a significant portion of our pay-per-click and call advertising services, we have no corresponding payments to distribution partners related to our proprietary revenues or we receive payment from advertisers prior to our delivery of related click-throughs or phone calls with the corresponding payments to the distribution partners who provide placement for the listings generally made only after our delivery of a click-through or phone call. In most cases, the amount payable to the distribution partner will be calculated at the end of a calendar month, with a payment period following the delivery of the click-throughs or phone calls. This payment structure results in a lag period between the earlier receipt of the cash from the advertisers and the later payment to the distribution partners. These services constituted the majority of revenue in the six months ended June 30, 2009 and 2010. In certain cases, payments to distribution partners are paid in advance or are fixed in advance based on a guaranteed minimum amount of usage delivered.

Nearly all of the advertising services provider arrangements are billed on a monthly basis following the month of our click-through delivery. This payment structure results in our advancement of monies to the distribution partners who have provided the corresponding placements of the listings. For these services, advertiser’s payments are generally received one to three weeks following payment to the distribution partners. We expect that in the future periods, if the amounts from our advertising services provider arrangements account for a greater percentage of our operating activity, working capital requirements will increase as a result.

We have payment arrangements with reseller partners particularly related to our proprietary traffic sources or our small and medium-sized businesses marketing products, such as AT&T, SuperMedia Inc., Yellowbook USA Inc., The Cobalt Group, WhitePages, Inc., and Vantage Media LLC, whereby we receive payment between 30 and 60 days following the delivery of services. For the six months ended and as of June 30, 2010 amounts from these partners along with Yahoo! totaled 47% of revenue and $8.0 million in accounts receivable, respectively. Based on the timing of payments, we generally have this level of amounts in outstanding accounts receivable at any given time from these partners. There can be no assurances that these partners or other advertisers will not experience further financial difficulty, curtail operations, reduce or eliminate spend budgets, delay payments or otherwise forfeit balances owed. Net accounts receivable balances outstanding at June 30, 2010 from Yahoo! and AT&T totaled $1.3 million and $4.6 million, respectively.

Cash provided by investing activities for the six months ended June 30, 2010 of approximately $32,000 was primarily attributable to net purchases for property and equipment of less than $2.0 million which were more than offset by proceeds from the sales of intangible assets of approximately $2.0 million. Cash provided by investing activities for the six months ended June 30, 2009 of approximately $921,000 was primarily attributable to net purchases for property and equipment of $859,000 which were more than offset by proceeds from the sales of intangible assets of approximately $1.8 million. We expect property and equipment purchases will increase as we continue to invest in equipment and software. To the extent our operations increase, we expect to increase expenditures for our systems and personnel. Additionally, we have expended amounts for product development initiatives as well as amounts recorded as part of property and equipment for internally developed software. We expect our expenditures for product development initiatives and internally developed software will increase in the longer term in absolute dollars as our development activities accelerate and we increase the number of personnel and consultants to enhance our service offerings.

Cash used in financing activities for the six months ended June 30, 2010 of approximately $5.0 million was primarily attributable to the repurchase of 715,000 shares of Class B common stock for treasury stock totaling approximately $3.7 million, and common stock dividend payments of $1.4 million. Cash used in financing activities for the six months ended June 30, 2009 of approximately $7.9 million was primarily attributable to the repurchase of 1.8 million shares of Class B common stock for treasury stock totaling approximately $6.6 million, and common stock dividend payments of $1.5 million, partially offset by net proceeds of approximately $60,000 from the sale of stock through employee stock options and employee stock plan purchases and $49,000 of excess tax benefits related to stock options.

The following table summarizes our contractual obligations as of June 30, 2010, and the effect these obligations are expected to have on our liquidity and cash flows in future periods.

	Total	Less than 1 year	1-3 years	4-5 years	thereafter
Contractual Obligations:					
Operating leases (3)	$ 13,653,326	$ 643,566	$ 3,002,767	$ 3,609,850	$ 6,397,143
Capital leases	1,563	1,563	—	—	—
Other contractual obligations	4,561,735	$ 1,345,707	3,115,678	100,350	—
Total contractual obligations (1), (2)	$ 18,216,624	$ 1,990,836	$ 6,118,445	$ 3,710,200	$ 6,397,143

(1) In February 2005 we entered into a license agreement with an advertising partner which provides for a contingent royalty based on a discounted rate of 3% (3.75% under certain circumstances) of certain of our gross revenues payable on a quarterly basis through December 2016. The royalty payment is recognized as incurred in service costs and is not included in the above schedule.

(2) Our tax contingencies are not included due to their uncertainty.

(3) In May 2010, we entered into a lease agreement for office facilities in New York, New York which commenced in the second quarter of 2010 and expires in March 2018. Future minimum payments related to these new facilities are approximately as follows: $6,000 in 2010, $209,000 in 2011, $242,000 in 2012, $249,000 in 2013, $273,000 in 2014, and $978,000 in aggregate thereafter.

We anticipate that we will need to invest working capital towards the development and expansion of our overall operations. We may also make a significant number of acquisitions, which could result in the reduction of our cash balances or the incurrence of debt. On April 1, 2008, we entered into a three year credit agreement which provides us with a $30 million senior secured revolving credit line, which may be used for various corporate purposes including financing permitted acquisitions, subject to compliance with applicable covenants. As of June 30, 2010, we had $30 million of availability under the credit agreement. Furthermore, we expect that capital expenditures may increase in future periods, particularly if our operating activity increases.

In November 2006, our Board of Directors authorized a share repurchase program to repurchase up to 3 million shares of our Class B common stock as well as the initiation of a quarterly cash dividend for the holders of the Class A common stock and Class B common stock. The Board of Directors have authorized increases in the share repurchase program to provide for the repurchase of up to 11 million shares in the aggregate (less shares previously repurchased under the share repurchase program) of our Class B common stock. Under the revised share repurchase program, repurchases may take place in the open market and in privately negotiated transactions and at times and in such amounts as we deem appropriate. The timing and actual number of shares repurchased will depend on a variety of factors including price, corporate and regulatory requirements, capital availability, and other market conditions. This stock repurchase program does not have an expiration date and may be expanded, limited or terminated at any time without prior notice. During the six months ended June 30, 2010, approximately 715,000 shares of Class B common stock were repurchased. The quarterly cash dividend was initiated at $0.02 per share of Class A common stock and Class B common stock. For 2009, quarterly dividends were paid on February 17, May 15, August 17 and November 16, to Class A and Class B common stockholders of record as of the close of business of February 6, May 4, August 7 and November 6, respectively. For 2010, quarterly dividends were paid on February 15 and May 17 to Class A and Class B common stockholders of record as of the close of business of February 4 and May 5, respectively. The aggregate quarterly dividend paid in February 2010 and May 2010 was approximately $1.4 million. Under Delaware law, dividends to stockholders may be made only from the surplus of a company, or, in certain situations, from the net profits for the current fiscal year before the dividend is declared by the board of directors. In July 2010, our Board of Directors declared a regular quarterly dividend of $0.02 per share on our Class A common stock and Class B common stock. Marchex will pay these dividends on August 16, 2010 to the holders of record as of the close of business on August 5, 2010. Although we expect that the annual cash dividend, subject to capital availability, will be $0.08 per common share or approximately $2.8 million for the foreseeable future, there can be no assurance that we will continue to pay dividends at such a rate or at all.

Based on our operating plans we believe that our existing credit availability, resources and cash flow provided by ongoing operations, will be sufficient to fund our operations for at least twelve months. Additional equity and debt financing may be needed to support our acquisition strategy, our long-term obligations and our Company's needs. If additional financing is necessary, it may not be available; and if it is available, it may not be possible for us to obtain financing on satisfactory terms. Failure to generate sufficient revenue or raise additional capital could have a material adverse effect on our ability to continue as a going concern and to achieve our intended business objectives.

Critical Accounting Policies

The policies below are critical to our business operations and the understanding of our results of operations. In the ordinary course of business, we make a number of estimates and assumptions relating to the reporting of our results.

Our consolidated financial statements have been prepared using accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses and the related disclosures of contingent assets and liabilities. We base our estimates on historical experience and on various assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Our critical accounting policies relate to the following matters and are described below:

- Revenue;
- Goodwill and intangible assets;
- Stock-based compensation;
- Allowance for doubtful accounts, advertiser and incentive program credits; and
- Provision for income taxes.

Revenue

We currently generate revenue through our operating businesses by delivering call and click-based advertising products that enable advertisers of all sizes to reach local consumers across online, mobile and offline sources. The primary revenue driver has been performance-based advertising, which includes pay-per-click advertising, call advertising services, cost-per-action services and feed management and related services. For pay-per-click advertising, pay-for-call and feed management and related services, revenue is recognized upon our delivery of qualified and reported click-throughs or phone calls to our advertisers or advertising service providers' listing which occurs when an online, offline or mobile user clicks on or makes a phone call based on any of their advertisements after it has been placed by us or by our distribution partners. Each click-through or phone call on an advertisement listing represents a completed transaction. For cost-per-action services, revenue is recognized when the online user is redirected from one of our Web sites or a third-party Web site in our distribution network to an advertiser Web site and completes the specified action, such as when a call is placed. In certain cases, we record revenue based on available and reported preliminary information from third parties. Collection on the related receivables may vary from reported information based upon third party refinement of the estimated and reported amounts owing that occurs subsequent to period ends.

We have entered into agreements with various distribution partners in order to expand our distribution network, which includes search engines, directories, product shopping engines, third-party vertical and branded Web sites, mobile and offline sources, and our portfolio of owned Web sites, on which we include our advertisers' listings. We generally pay distribution partners based on a specified percentage of revenue or a fixed amount per click-through or phone call on these listings. We act as the primary obligor in these transactions, and we are responsible for providing customer and administrative services to the advertiser. In accordance with FASB ASC 605 (previously Emerging Issues Task Force Issue (EITF) No. 99-19, *Reporting Revenue Gross as a Principal Versus Net as an Agent*), the revenue derived from advertisers who receive paid introductions through us as supplied by distribution partners is reported gross based upon the amounts received from the advertiser. We also recognize revenue for certain agency contracts with advertisers under the net revenue recognition method. Under these specific agreements, we purchase listings on behalf of advertisers from search engines and directories. We are paid account fees and also agency fees based on the total amount of the purchase made on behalf of these advertisers. Under these agreements, our advertisers are primarily responsible for choosing the publisher and determining pricing, and the Company, in certain instances, is only financially liable to the publisher for the amount collected from our advertisers. This creates a sequential liability for media purchases made on behalf of advertisers. In certain instances, the web publishers engage the advertisers directly and we are paid an agency fee based on the total amount of the purchase made by the advertiser. In limited arrangements resellers pay us a fee for fulfilling an advertiser's campaign in our distribution network and we act as the primary obligor. We recognize revenue for these fees under the gross revenue recognition method.

We apply FASB ASC 605 (previously EITF Issue No. 00-21, *Accounting for Revenue Arrangements with Multiple Deliverables*), to account for revenue arrangements with multiple deliverables. FASB ASC 605 addresses certain aspects of accounting by a vendor for arrangements under which the vendor will perform multiple revenue-generating activities. When an arrangement involves multiple elements, the entire fee from the arrangement is allocated to each respective element based on its relative fair value and recognized when revenue recognition criteria for each element are met. Fair value for each element is established based on the sales price charged when the same element is sold separately.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of identifiable assets acquired and liabilities assumed in business combinations accounted for under the purchase method.

We apply the provisions of FASB ASC 350 (previously SFAS No. 142, *Goodwill and Other Intangible Assets*). Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually in accordance with the provisions of FASB ASC 350. FASB ASC 350 also requires that intangible assets with definite useful lives be amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment in accordance with FASB ASC 360 (previously SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Asset* SFAS 144).

Goodwill is tested annually for impairment and is tested for impairment more frequently if events and circumstances indicate that the asset might be impaired. Events and circumstances considered in determining whether the carrying value of goodwill may not be recoverable include, but are not limited to: significant changes in performance relative to expected operating results; significant changes in the use of the assets; significant negative industry or economic trends; and a significant decline in the Company's stock price and/or market capitalization for a sustained period of time. If our stock price were to trade below book value per share for a extended period of time and/or we continue to experience adverse effects of a continued downward trend in the overall economic environment, changes in the business itself, including changes in projected earnings and cash flows, we may have to recognize an impairment of all or some portion of our goodwill. An impairment loss is recognized to the extent that the carrying amount exceeds the asset's fair value. If the fair value is lower than the carrying value, a material impairment charge may be reported in our financial results. We exercise judgment in the assessment of the related useful lives of intangible assets, the fair values and the recoverability. In certain instances, the fair value is determined in part based on cash flow forecasts and discount rate estimates. We review our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. To the extent such evaluation indicates that the useful lives of intangible assets are different than originally estimated, the amortization period is reduced or extended and, accordingly, amortization expense is increased or decreased. Recoverability of assets held and used is measured by a comparison of the carrying amount of an asset group to estimated undiscounted future cash flows expected to be generated by the asset group. If such asset group is considered to be impaired, the impairment is to be recognized by the amount by which the carrying amount of the assets exceeds fair value. Assets to be disposed of are separately presented on the balance sheet and reported at the lower of their carrying amount or fair value less costs to sell, and are no longer depreciated. We cannot accurately predict the amount and timing of any impairment of goodwill or other intangible assets. Should the value of goodwill or other intangible assets become impaired, we would record the appropriate charge, which could have an adverse effect on our financial condition and results of operations.

In the fourth quarter of 2008 we performed our annual goodwill impairment testing in accordance with FASB ASC 350 and in light of the then adverse macroeconomic environment and significant decrease in market capitalization. We also performed a review on certain of our intangible assets under FASB ASC 360. As a result of this testing, we recorded $176.7 million pre-tax impairment charge on goodwill and intangible assets in the fourth quarter of 2008. The impairment charge resulted in part from adverse equity and credit market conditions that caused a sustained decrease in market multiples and the company's stock price, a decrease in valuations of U.S. public companies and corresponding increased costs of capital created by the weakness in the U.S. financial markets and decreases in cash flow forecasts for us and the markets in which we operate. Certain technology and domain assets were written-down due to the decreased cash flow forecasts and planned utilization of the assets. The impairment charges will not result in any current or future cash expenditures.

No impairment of significance of our intangible assets has been identified to date in 2010. The current business environment is subject to evolving market conditions and requires significant management judgment to interpret the potential impact to our assumptions. To the extent that changes in the current business environment impact our ability to achieve levels of forecasted operating results and cash flows, or should other events occur indicating the remaining carrying value of our assets might be impaired, we would test our intangible assets for impairment and may recognize an additional impairment loss to the extent that the carrying amount exceeds such asset's fair value.

Any future additional impairment charges or changes to the estimated amortization periods could have a material adverse effect on our financial results.

Stock-Based Compensation

FASB ASC 718 requires the measurement and recognition of compensation for all stock-based awards made to employees, non-employees and directors including stock options, restricted stock issuances, and restricted stock units based on estimated fair values. In the second quarter of 2010, we issued performance based awards of stock options and restricted stock units that have vesting based on certain service and market conditions. Under the fair value recognition provisions, we recognize stock-based compensation net of an estimated forfeiture rate, and therefore only recognize compensation cost for those shares expected to vest over the service period of the award. For performance based awards, we factor an estimated probability of achieving certain service and market conditions and recognize compensation cost over the service period of the award.

We generally use the Black-Scholes option pricing model as our method of valuation for stock-based awards with time-based vesting and use other fair value models for performance based awards that have vesting based on certain service and market conditions. Our determination of the fair value of stock-based awards on the date of grant using an option pricing model is affected by our stock price as well as assumptions regarding a number of highly complex and subjective variables. These variables include, but are not limited to the expected life of the award, our expected stock price, volatility over the term of the award and actual and projected exercise behaviors. Although the fair value of stock-based awards is determined in accordance with FASB ASC 718, the assumptions used in calculating fair value of stock-based awards and the Black-Scholes option pricing model and other fair value models are highly subjective, and other reasonable assumptions could provide differing results. As a result, if factors change and we use different assumptions, our stock-based compensation expense could be materially different in the future. For stock-based awards with time-based vesting, we are required to estimate the expected forfeiture rate and only recognize expense for those shares expected to vest. We estimate the forfeiture rate based on historical experience of our stock-based awards that are granted, exercised and cancelled. If our actual forfeiture rate is materially different from our estimate, the stock-based compensation expense could be significantly different from what we have recorded in the current period. See Note 3 —"Stock-based Compensation Plans" in the condensed consolidated financial statements for additional information.

Allowance for Doubtful Accounts and Advertiser and Incentive Program Credits

Accounts receivable balances are presented net of allowance for doubtful accounts and advertiser credits. The allowance for doubtful accounts is our best estimate of the amount of probable credit losses in our accounts receivable. We determine our allowance based on analysis of historical bad debts, advertiser concentrations, advertiser creditworthiness and current economic trends. We review the allowance for collectibility on a quarterly basis. Account balances are written off against the allowance after all reasonable means of collection have been exhausted and the potential recovery is considered remote. If the financial condition of our advertisers were to deteriorate, resulting in an impairment of their ability to make payments, or if we underestimated the allowances required, additional allowances may be required which would result in increased general and administrative expenses in the period such determination was made.

We determine our allowance for advertiser credits and adjustments based upon our analysis of historical credits. Under the advertiser incentive program, we grant advertisers credits depending upon the individual amounts of prepayments made. The incentive program allowance is determined based on the historical rate of incentives earned and used by advertisers compared to the related revenues recognized by us. Material differences may result in the amount and timing of our revenue for any period if our management made different judgments and estimates.

Provision for Income Taxes

We utilize the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax law is recognized in results of operations in the period that includes the enactment date.

Each reporting period we must assess the likelihood that our deferred tax assets will be recovered from available carrybacks or future taxable income, and to the extent that realization is not more likely than not, a valuation allowance must be established. The establishment of a valuation allowance and increases to such an allowance result in either increases to income tax expense or reduction of income tax benefit in the statement of operations. Although realization is not assured, we believe it is more likely than not, based on operating performance, available carrybacks and projections of future taxable income, that our net deferred tax assets, excluding certain state and foreign net operating loss carryforwards, will be realized. In determining that it was more likely than not that we would realize the deferred tax assets, factors considered included: historical taxable income, historical trends related to advertiser usage rates, projected revenues and expenses, macroeconomic conditions, issues facing our industry, existing contracts, our ability to project future results and any appreciation of our other assets. The majority of our deferred tax assets have arisen due to deductions taken in our financial statements related to the impairment of goodwill and amortization of intangible assets recorded in connection with various acquisitions that are tax-deductible over 15 year periods. Based on available carrybacks and projections of future taxable income the Company expects to be able to recover these assets. The amount of the net deferred tax assets considered realizable, however, could be reduced in the near term if our projections of future taxable income are reduced or if we do not perform at the levels we are projecting. This could result in increases to the valuation allowance for deferred tax assets and a corresponding increase to income tax expense of up to the entire net amount of deferred tax assets.

From time to time, various state, federal, and other jurisdictional tax authorities undertake reviews of us and our filings. We believe any adjustments that may ultimately be required as a result of any of these reviews will not be material to the financial statements.

FASB ASC 740 (previously FIN No. 48, *Accounting for Uncertainty in Income Taxes*), clarifies the accounting for uncertainty in income taxes recognized in the financial statements. This pronouncement prescribes a recognition threshold and measurement process for recording in the financial statements uncertain tax positions taken or expected to be taken in the our tax return. FASB ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure requirements for uncertain tax positions.

As of June 30, 2010, we have net deferred tax assets of $51.9 million, relating to the impairment of goodwill, amortization of intangibles assets, state and foreign net operating loss carryforwards and certain other temporary differences. Although realization is not assured, we believe it is more likely than not that our net deferred tax assets, excluding certain state and foreign net operating loss carryforwards, will be realized. As of June 30, 2010, based upon both positive and negative evidence available, we have determined it is not more likely than not that certain deferred tax assets primarily relating to net operating loss carryforwards in state and foreign jurisdictions will be realizable and accordingly, have recorded a valuation allowance of $3.6 million against these deferred tax assets. Should we determine in the future that we will be able to realize these deferred tax assets, or not be able to realize all or part of our remaining net deferred tax assets recorded as of June 30, 2010, an adjustment to the net deferred tax assets would impact net income or stockholders' equity in the period such determination was made.

As of June 30, 2010, we had federal net operating loss, or NOL, carryforwards of $1.7 million which will begin to expire in 2019. The Tax Reform Act of 1986 limits the use of NOL and tax credit carryforwards in certain situations where changes occur in the stock ownership of a company. We believe that such a change has occurred, and that approximately $1.7 million of NOL carryforwards is limited such that substantially all of these federal NOL carryforwards will never be available. Accordingly, we have not recorded a deferred tax asset for these NOL's.

As of June 30, 2010, we had certain tax effected state and foreign net operating loss carryforwards of approximately $3.6 million. We do not have a history of taxable income in the relevant jurisdictions and the state and foreign net operating loss carryforwards will more likely than not expire unutilized. Therefore, we have recorded a 100% valuation allowance on the state and foreign net operating loss carryforwards as of June 30, 2010.

Recently Issued Accounting Pronouncements

In February 2010, the FASB issued ASU 2010-09 "Subsequent Events – Amendments to Certain Recognition and Disclosure Requirements," which removed the requirements in ASC 855 for an SEC filer to disclose the date through which subsequent events have been evaluated for both issued and revised financial statements. The adoption of this update did not have a material effect on our financial statements.

In October 2009, the FASB issued Accounting Standards Update (ASU) 2009–No. 13 *Multiple-Deliverable Revenue Arrangements*, which amends FASB ASC 605 *Revenue Recognition.* This provides amendments to the criteria for separating deliverables, measuring and allocating arrangement consideration to one or more units of accounting. This update establishes a selling price hierarchy for determining the selling price of a deliverable. ASU 2009–No. 13 is effective for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010. The Company is required to and plans to adopt the provisions of this update beginning in the first quarter of 2011. The Company is currently assessing the impact of the adoption of ASU 2009–No. 13.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Our exposure to market risk is limited to interest income sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because the majority of our investments are in short-term, money market funds. Due to the nature of our short-term investments, we believe that we are not subject to any material market risk exposure. We do not have any material foreign currency or other derivative financial instruments.

Our existing credit facility bears interest at a rate which will be, at our option, either: (i) the applicable margin rate (depending on our leverage) plus the one-month LIBOR rate reset daily, or (ii) the applicable margin rate plus the 1, 2, 3, or 6-month LIBOR rate. This facility is exposed to market rate fluctuations and may impact the interest paid on any borrowings under the credit facility. Currently, we have no borrowings under this facility; however, an increase in interest rates would impact interest expense on future borrowings.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our chief executive officer and our chief financial officer, of the effectiveness of our "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934). Based on this evaluation, our chief executive officer and our chief financial officer have concluded that, as of the date of the evaluation, our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

During the quarter ended June 30, 2010, no change was made to our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can not provide absolute assurance of achieving the desired control objectives.

In addition, because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Part II—Other Information

Item 1. Legal Proceedings

We are not a party to any material legal proceedings. From time to time, however, we may be subject to legal proceedings and claims in the ordinary course of business, including claims of alleged infringement of intellectual property rights, and a variety of claims arising in connection with our services.

Item 1A. Risk Factors

We have updated the risk factors previously disclosed in Part I, Item 1A. under the caption "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2009, which was filed with the SEC on March 10, 2010. We do not believe any of the changes constitute material changes to the risk factors. An investment in our Class B common stock involves various risks, including those mentioned below and those that are discussed from time to time in our other periodic filings with the SEC. Investors should carefully consider these risks, along with the other information contained in this report, before making an investment decision regarding our stock. There may be additional risks of which we are currently unaware, or which we currently consider immaterial. All of these risks could have a material adverse effect on our financial condition, our results of operations, and the value of our stock.

Risks Relating to Our Company

Our limited operating history makes evaluation of our business difficult.

We were formally incorporated in January of 2003. We acquired Enhance Interactive in February of 2003, TrafficLeader in October of 2003, and goClick in July of 2004. In February and April of 2005, we completed the acquisitions of certain assets of Name Development and Pike Street Industries, respectively. In July of 2005 we completed the acquisition of IndustryBrains. In May of 2006 we completed the acquisition of certain assets of AreaConnect and Open List. In September of 2007, we completed the acquisition of VoiceStar.

We have limited historical financial data upon which to base planned operating expenses or forecast accurately our future operating results. Further, our limited operating history will make it difficult for investors and securities analysts to evaluate our business and prospects. Our failure to address these risks and difficulties successfully could seriously harm us.

We have largely incurred net losses since our inception, and we may incur net losses in the foreseeable future.

We had an accumulated deficit of $140.9 million as of June 30, 2010. Our net expenses may increase based on the initiatives we undertake which for instance, may include increasing our sales and marketing activities, hiring additional personnel, incurring additional costs as a result of being a public company, acquiring additional businesses and making additional equity grants to our employees.

We may increase our direct monetization of our proprietary traffic sources, which could adversely affect our revenues.

Our strategic plan has been to increase our direct monetization of our proprietary traffic sources by using more of the advertising listings on our Publishing Network to display the advertisements of advertisers who are on our direct technology platform and those with whom we have direct relationships, as opposed to advertisers from third parties. This monetization may not be of the same rate levels as other advertising providers and as a result could adversely affect our revenues.

We are dependent on certain distribution partners, for distribution of our services, and we derive a significant portion of our total revenue through these distribution partners. A loss of distribution partners or a decrease in revenue from certain distribution partners could adversely affect our business.

A relatively small number of distribution partners currently deliver a significant percentage of traffic to our advertiser listings, although no one distribution partner accounts for advertiser listings and related revenue in excess of 10% of our revenues.

Our existing agreements with many of our other larger distribution partners permit either company to terminate without penalty on short notice and are primarily structured on a variable-payment basis, under which we make payments based on a specified percentage of revenue or based on the number of paid click-throughs. Yahoo! discontinued its feed management service relationship with us effective December 31, 2009 as a result of its recently announced partnership with Microsoft. Accordingly, we ended our feed management and related service offerings to advertisers on that date. We generated $7.5 million in revenues from feed management and related services for the year ended December 31, 2009. The impact on our financial statements attributable to our ending this service is lessened by the relatively low operating margin attributable to this service given our revenue share arrangement with Yahoo! with respect thereto. We intend to continue devoting resources in support of our larger distribution partners, but there are no guarantees that these relationships will remain in place over the short- or long-term. In addition, we cannot be assured that any of these distribution partners will continue to generate current levels of revenue for us or that we will be able to maintain the applicable variable payment terms at their current levels. A loss of any of these distribution partners or a decrease in revenue due to lower traffic or less favorable variable payment terms from any one of these distribution relationships could have a material adverse effect on our business, financial condition and results of operations.

Companies distributing advertising on the Internet have experienced, and will likely continue to experience, consolidation. This consolidation has reduced the number of partners that control the online advertising outlets with the most user traffic. According to the comScore Media Metrix Core Search Report for December 2009, Yahoo! accounted for 17% of the online searches in the United States and Google accounted for 66%. As a result, the larger distribution partners have greater control over determining the market terms of distribution, including placement of advertisements and cost of placement. In addition, many participants in the performance-based advertising and search marketing industries control significant portions of the traffic that they deliver to advertisers. We do not believe, for example, that Yahoo! and Google are as reliant as we are on a third-party distribution network to deliver their services. This gives these companies a significant advantage over us in delivering their services, and with a lesser degree of risk.

We rely on certain advertiser reseller partners and agencies, including AT&T (through our contract with AT&T's subsidiary Yellowpages.com LLC d/b/a AT&T Interactive), Yellowbook USA Inc., The Cobalt Group, Super Media, Inc., Vantage Media, LLC, and Yellow Pages Group Canada for the purchase of various advertising and marketing services, as well as to provide us with a large number of advertisers. A loss of certain advertiser reseller partners and agencies or a decrease in revenue from these reseller partners could adversely affect our business. Such advertisers are subject to varying terms and conditions which may result in claims or credit risks to us.

We benefit from the established relationships and national sales teams that certain of our reseller partners, who are leading reseller partners of advertisers and advertising agencies, have in place throughout the country and in local markets. These advertiser reseller partners and agencies refer or bring advertisers to us for the purchase of various advertising products and services. We derive a sizeable portion of our total revenue through these advertiser reseller partners and agencies. A loss of certain advertiser reseller partners and agencies or a decrease in revenue from these clients could adversely affect our business. AT&T is our largest advertiser reseller partner and was responsible for 22% of our total revenues for the six months ended June 30, 2010. We recently entered into an amendment to our agreement with AT&T which extends its term through June 30, 2015.

These advertisers may in certain cases be subject to negotiated terms and conditions separate from those applied to online clients accepted and processed through our automated advertiser management platform. In some cases, the applicable contract terms may be the result of legacy or industry association documentation or simply customized advertising solutions for large reseller partners and agencies. In any case, as a consequence of such varying terms and conditions, we may be subject to claims or credit risks that we may otherwise mitigate more efficiently across our automated advertiser management platform.

These claims and risks may vary depending on the nature of the aggregated client base. Among other claims, we may be subject to disputes based on third party tracking information or analysis. We may also be subject to differing credit profiles and risks based on the agency relationship associated with these advertisers. For such advertisers, payment may be made on an invoice basis, unlike our retail platform which in many instances is paid in advance of the service. In some limited circumstances we may also have accepted individual advertiser payment liability in place of liability of the advertising agency or media advisor.

We received approximately 52% and 46% of our revenue from our five largest customers for the year ended December 31, 2009, and for the six months ended June 30, 2010, respectively, and the loss of one or more of these customers could adversely impact our results of operations and financial condition.

Our five largest customers accounted for approximately 52% of our total revenues for the year ended December 31, 2009 and 46% for the six months ended June 30, 2010, respectively. AT&T is our largest customer and was responsible for 22% of our total revenues for the six months ended June 30, 2010 and 34% of accounts receivable at June 30, 2010. We recently entered into an amendment to our agreement with AT&T which extends its term through June 30, 2015. Certain of these customers are not subject to long term contracts with us and are generally able to reduce advertising spending at any time and for any reason. A significant reduction in advertising spending by our largest customers, or the loss of one or more of these customers, if not replaced by new customers or an increase in business from existing customers, would adversely affect revenues. This could have a material adverse effect on our results of operations and financial condition.

Our large customers have substantial negotiating leverage, which may require that we agree to terms and conditions that may have an adverse effect on our business.

Our large customers (including AT&T and Yahoo!) have substantial purchasing power and leverage in negotiating contractual arrangements with us. These customers may seek for us to develop additional features, may require penalties for failure to deliver such features, may seek discounted product or service pricing and may seek more favorable contractual terms. As we sell more products and services to this class of customer, we may be required to agree to such terms and conditions. Such large customers also have substantial leverage in negotiating resolution of any disagreements or disputes than may arise. Any of the foregoing factors could result in a material adverse effect on our business, financial condition and results of operations.

If some of our customers experience financial distress, their weakened financial position could negatively affect our own financial position and results.

We have a diverse customer base and, at any given time, one or more customers may experience financial distress, file for bankruptcy protection or go out of business. If a customer with whom we do a substantial amount of business experiences financial difficulty, it could delay or jeopardize the collection of accounts receivable, result in significant reductions in services provided by us and may have a material adverse effect on our results of operations and liquidity.

We may incur liabilities for the activities of our advertisers, distribution partners and other users of our services, which could adversely affect our business.

Many of our advertisement generation and distribution processes are automated. In most cases, advertisers use our online tools and account management systems to create and submit advertiser listings. These advertiser listings are submitted in a bulk data feed to our distribution partners. Although we monitor our distribution partners on an ongoing basis primarily for traffic quality, these partners control the distribution of the advertiser listings provided in the data feed.

We have a large number of distribution partners who display our advertiser listings on their networks. Our advertiser listings are predominantly delivered to our distribution partners in an automated fashion through an XML data feed or data dump. Our distribution partners are contractually required to use the listings created by our advertiser customers in accordance with applicable laws and regulations and in conformity with the publication restrictions in our agreements, which are intended to promote the quality and validity of the traffic provided to our advertisers. Nonetheless, we do not operationally control or manage these distribution partners and any breach of these agreements on the part of any distribution partner or its affiliates could result in liability for our business. These agreements include indemnification obligations on the part of our distribution partners, but there is no guarantee that we would be able to collect against offending distribution partners or their affiliates in the event of a claim under these indemnification provisions.

We do not conduct a manual editorial review of a substantial number of the advertiser listings directly submitted by advertisers online, nor do we manually review the display of the vast majority of the advertiser listings by our distribution partners submitted to us by XML data feeds or data dumps. Likewise, in cases where we provide editorial or value-added services for our large reseller partners or agencies, such as ad creation and optimization for local advertisers or landing pages and micro-sites for pay-for-call customers, we rely on the content and information provided to us by these agents on behalf of their individual advertisers. We do not investigate the individual business activities of these advertisers other than the information provided to us or in some cases review of advertiser Web sites. We may not successfully avoid liability for unlawful activities carried out by our advertisers and other users of our services or unpermitted uses of our advertiser listings by distribution partners and their affiliates.

Our potential liability for unlawful activities of our advertisers and other users of our services or unpermitted uses of our advertiser listings and advertising services and platform by distribution partners and advertiser reseller partners and agencies could require us to implement measures to reduce our exposure to such liability, which may require us, among other things, to spend substantial resources, to discontinue certain service offerings or to terminate certain distribution partner relationships. For example, as a result of the actions of advertisers in our network, we may be subject to private or governmental actions relating to a wide variety of issues, such as privacy, gambling, promotions, and intellectual property ownership and infringement. Under agreements with certain of our larger distribution partners, we may be required to indemnify these distribution partners against liabilities or losses resulting from the content of our advertiser listings or resulting from third- party intellectual property infringement claims. Although our advertisers agree to indemnify us with respect to claims arising from these listings, we may not be able to recover all or any of the liabilities or losses incurred by us as a result of the activities of our advertisers.

Our insurance policies may not provide coverage for liability arising out of activities of users of our services. In addition, our reliance on some content and information provided to us by our large advertiser reseller partners and agencies may expose us to liability not covered by our insurance policies. Furthermore, we may not be able to obtain or maintain adequate insurance coverage to reduce or limit the liabilities associated with our businesses. Any costs incurred as a result of such liability or asserted liability could have a material adverse effect on our business, operating results and financial condition.

If we do not maintain and grow a critical mass of advertisers and distribution partners, the value of our services could be adversely affected.

Our success depends, in large part, on the maintenance and growth of a critical mass of advertisers and distribution partners and a continued interest in our performance-based advertising, telemarketing analytics and search marketing services. Advertisers will generally seek the most competitive return on investment from advertising and marketing services. Distribution partners will also seek the most favorable payment terms available in the market. Advertisers and distribution partners may change providers or the volume of business with a provider, unless the product and terms are competitive. In this environment, we must compete to acquire and maintain our network of advertisers and distribution partners.

If our business is unable to maintain and grow our base of advertisers, our current distribution partners may be discouraged from continuing to work with us, and this may create obstacles for us to enter into agreements with new distribution partners. Our business also in part depends on certain of our large advertiser reseller partners and agencies to grow their base of advertisers as these advertisers become increasingly important to our business and our ability to attract additional distribution partners and opportunities. Similarly, if our distribution network does not grow and does not continue to improve over time, current and prospective advertisers and reseller partners and agencies may reduce or terminate this portion of their business with us. Any decline in the number of advertisers and distribution partners could adversely affect the value of our services.

We are dependent upon the quality of traffic in our network to provide value to our advertisers and the advertisers of our partners, and any failure in our quality control could have a material adverse effect on the value of our services to our advertisers and adversely affect our revenues.

We utilize certain monitoring processes with respect to the quality of the Internet and voice traffic that we deliver to our advertisers. Among the factors we seek to monitor are sources and causes of low quality clicks such as non-human processes, including robots, spiders or other software, the mechanical automation of clicking, and other types of invalid clicks, click fraud, or click spam, the purpose of which is something other than to view the underlying content. Additionally, we also seek to identify other indicators which may suggest that a user may not be targeted by or desirable to our advertisers. Even with such monitoring in place, there is a risk that a certain amount of low-quality traffic or traffic that is deemed to be less valuable by our advertisers will be delivered to such advertisers, which may be detrimental to those relationships. We have regularly refunded fees that our advertisers had paid to us which were attributed to low quality traffic. If we are unable to stop or reduce low quality traffic, these refunds may increase. Low-quality traffic may further prevent us from growing our base of advertisers and cause us to lose relationships with existing advertisers, or become the target of litigation, both of which would adversely affect our revenues.

We may be subject to intellectual property claims, which could adversely affect our financial condition and ability to use certain critical technologies, divert our resources and management attention from our business operations and create uncertainty about ownership of technology essential to our business.

Our success depends, in part, on our ability to protect our intellectual property and to operate without infringing on the intellectual property rights of others in the process. There can be no guarantee that any of our intellectual property will be adequately safeguarded, or that it will not be challenged by third parties. We may be subject to patent infringement claims or other intellectual property infringement claims, including claims of trademark infringement in connection with our acquisition of previously-owned Internet domain names and claims of copyright infringement with respect to certain of our proprietary Web sites that would be costly to defend and could limit our ability to use certain critical technologies.

Any patent or other intellectual property litigation could negatively impact our business by diverting resources and management attention from other aspects of the business and adding uncertainty as to the ownership of technology, services and property that we view as proprietary and essential to our business. In addition, a successful claim of patent infringement against us and our failure or inability to license the infringed or similar technology on reasonable terms, or at all, could prevent us from using critical technologies which could have a material adverse effect on our business.

We may need additional funding to meet our obligations and to pursue our business strategy. Additional funding may not be available to us and our financial condition could therefore be adversely affected.

We may require additional funding to meet our ongoing obligations and to pursue our business strategy, which may include the selective acquisition of businesses and technologies. In addition, we have incurred and we may incur certain obligations in the future. There can be no assurance that if we were to need additional funds to meet these obligations that additional financing arrangements would be available in amounts or on terms acceptable to us, if at all. Furthermore, if adequate additional funds are not available, we will be required to delay, reduce the scope of, or eliminate material parts of the implementation of our business strategy, including potential additional acquisitions or internally-developed businesses.

Our acquisitions could divert management’s attention, cause ownership dilution to our stockholders, cause our earnings to decrease and be difficult to integrate.

Our business strategy includes identifying, structuring, completing and integrating acquisitions. Acquisitions in the technology and Internet sectors involve a high degree of risk. We may also be unable to find a sufficient number of attractive opportunities to meet our objectives which include revenue growth, profitability and competitive market share. Our acquired companies may have histories of net losses and may expect net losses for the foreseeable future.

Acquisitions are accompanied by a number of risks that could harm our business, operating results and financial condition:

- We could experience a substantial strain on our resources, including time and money, and we may not be successful;
- Our management's attention could be diverted from our ongoing business concerns;
- While integrating new companies, we may lose key executives or other employees of these companies;
- We may issue shares of our Class B common stock as consideration for acquisitions which may result in ownership dilution to our stockholders;
- We could fail to successfully integrate our financial and management controls, technology, reporting systems and procedures, or adequately expand, train and manage our workforce;
- We could experience customer dissatisfaction or performance problems with an acquired company or technology;
- We could become subject to unknown or underestimated liabilities of an acquired entity or incur unexpected expenses or losses from such acquisitions;
- We could incur possible impairment charges related to goodwill or other intangible assets or other unanticipated events or circumstances, any of which could harm our business; and
- We may be exposed to investigations and/or audits by federal, state or other taxing authorities.

Consequently, we might not be successful in integrating any acquired businesses, products or technologies, and might not achieve anticipated revenue and cost benefits.

The loss of our senior management, including our founding executive officers, could harm our current and future operations and prospects.

We are heavily dependent upon the continued services of Russell C. Horowitz, our chairman and chief executive officer, and the other members of our senior management team. Each member of our senior management team is an at-will employee and may voluntarily terminate his employment with us at any time with minimal notice. Russell C. Horowitz, Ethan A. Caldwell, Peter Christothoulou and John Keister, our founding executive officers, each own shares of fully vested Class A common stock. Following any termination of employment, each of these employees would only be subject to a twelve-month non-competition and non-solicitation obligation with respect to our customers and employees under our standard confidentiality agreement.

Further, as of June 30, 2010, Russell C. Horowitz, Ethan A. Caldwell, Peter Christothoulou and John Keister together controlled 92% of the combined voting power of our outstanding capital stock. Their collective voting control is not tied to their continued employment with Marchex. The loss of the services of any member of our senior management, including our founding executive officers, for any reason, or any conflict among our founding executive officers, could harm our current and future operations and prospects.

We may have difficulty retaining current personnel as well as attracting and retaining additional qualified, experienced, highly skilled personnel, which could adversely affect the implementation of our business plan.

Our performance is largely dependent upon the talents and efforts of highly skilled individuals. In order to fully implement our business plan, we will need to retain our current qualified personnel, as well as attract and retain additional qualified personnel. Thus, our success will in significant part depend upon our retention of current personnel as well as the efforts of personnel not yet identified and upon our ability to attract and retain highly skilled managerial, engineering, sales and marketing personnel. We are also dependent on managerial and technical personnel to the extent they may have knowledge or information about our businesses and technical systems that may not be known by our other personnel. There can be no assurance that we will be able to attract and retain necessary personnel. The failure to hire and retain such personnel could adversely affect the implementation of our business plan.

If we are unable to obtain and maintain adequate insurance, our financial condition could be adversely affected in the event of uninsured or inadequately insured loss or damage. Our ability to effectively recruit and retain qualified officers and directors may also be adversely affected if we experience difficulty in maintaining adequate directors' and officers' liability insurance.

We may not be able to obtain and maintain insurance policies on terms affordable to us that would adequately insure our business and property against damage, loss or claims by third parties. To the extent our business or property suffers any damages, losses or claims by third parties that are not covered or adequately covered by insurance, our financial condition may be materially adversely affected.

We currently have directors' and officers' liability insurance. If we are unable to maintain sufficient insurance as a public company to cover liability claims made against our officers and directors, we may not be able to retain or recruit qualified officers and directors to manage our company, which could have a material adverse effect on our operations.

It may be difficult for us to retain or attract qualified officers and directors, which could adversely affect our business and our ability to maintain the listing of our Class B common stock on the Nasdaq Global Market.

We may be unable to attract and retain qualified officers, directors and members of board committees required to provide for our effective management as a result of changes in the rules and regulations which govern publicly-held companies, including, but not limited to, certifications from executive officers and requirements for financial experts on boards of directors. The perceived increased personal risk associated with these recent changes may deter qualified individuals from accepting these roles. Further, applicable rules and regulations of the Securities and Exchange Commission and the Nasdaq Stock Market heighten the requirements for board or committee membership, particularly with respect to an individual's independence from the corporation and level of experience in finance and accounting matters. We may have difficulty attracting and retaining directors with the requisite qualifications. If we are unable to attract and retain qualified officers and directors, our business and our ability to maintain the listing of our shares of Class B common stock on the Nasdaq Global Market could be adversely affected.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud, which could harm our brand and operating results.

Effective internal controls are necessary for us to provide reliable and accurate financial reports and effectively prevent fraud. We have devoted significant resources and time to comply with the internal control over financial reporting requirements of the Sarbanes-Oxley Act of 2002. In addition, Section 404 under the Sarbanes-Oxley Act of 2002 requires that we assess and our auditors attest to the effectiveness of our controls over financial reporting. Our current and future compliance with the annual internal control report requirement will depend on the effectiveness of our financial reporting and data systems and controls across our operating subsidiaries. We expect these systems and controls to become increasingly complex to the extent that we integrate acquisitions and our business grows. To effectively manage this growth, we will need to continue to improve our operational, financial and management controls and our reporting systems and procedures. We cannot be certain that these measures will ensure that we design, implement and maintain adequate controls over our financial processes and reporting in the future. Any failure to implement required new or improved controls, or difficulties encountered in their implementation or operation, could harm our operating results or cause us to fail to meet our financial reporting obligations. Inadequate internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our stock and our access to capital.

Accounting for employee stock options using the fair value method has significantly reduced and will likely continue to significantly reduce our net income.

We adopted the provisions of FASB ASC 718 on January 1, 2006. Thus, our consolidated financial statements reflect the fair value of stock options granted to employees as a compensation expense, which has had, and will in the future likely continue to have a significant adverse impact on our results of operations and net income per share. We rely heavily on stock options to compensate existing employees and to attract new employees. If we reduce or alter our use of stock-based compensation to minimize the recognition of these expenses, our ability to recruit, motivate and retain employees may be impaired, which could put us at a competitive disadvantage in the employee marketplace. In order to prevent any net decrease in their overall compensation packages, we may choose to make corresponding increases in the cash compensation or other incentives we pay to existing and new employees. Any increases in employee wages and salaries would diminish our cash available for marketing, product development and other uses and might cause our GAAP profits to decline. Any of these effects might cause the market price of our Class B common stock to decline.

Impairment of goodwill and other intangible assets would result in a decrease in earnings.

Current accounting rules require that goodwill and other intangible assets with indefinite useful lives no longer be amortized, but instead be tested for impairment at least annually. These rules also require that intangible assets with definite useful lives be amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Events and circumstances considered in determining whether the carrying value of amortizable intangible assets and goodwill may not be recoverable include, but are not limited to: significant changes in performance relative to expected operating results; significant changes in the use of the assets; significant negative industry or economic trends; or a significant decline in our stock price and/or market capitalization for a sustained period of time. To the extent such evaluation indicates that the useful lives of intangible assets are different than originally estimated, the amortization period is reduced or extended and, accordingly, the quarterly amortization expense is increased or decreased. To the extent such evaluation indicates that the useful lives of intangible assets are different than originally estimated, the amortization period is reduced or extended and, accordingly, amortization expense is increased or decreased.

We recorded a substantial non-cash impairment charge for goodwill and intangible assets during the fourth quarter of 2008 as a result of the impact of the recent adverse economic environment including the deterioration in the equity and credit markets. We may be required to record future charge to earnings in our financial statements during the period in which any additional impairment of our goodwill or amortizable intangible assets is determined. Any impairment charges or changes to the estimated amortization periods could have a material adverse effect on our financial results.

We may not be able to realize the intended and anticipated benefits from our acquisitions of Internet domain names, which could affect the value of these acquisitions to our business and our ability to meet our financial obligations and targets.

We may not be able to realize the intended and anticipated benefits that we currently expect from our acquisitions of Internet domain names. These intended and anticipated benefits include increasing our cash flow from operations, broadening our distribution offerings and delivering services that strengthen our advertiser relationships.

Factors that could affect our ability to achieve these benefits include:

- A significant amount of revenue attributed to our network of Web sites comes through our agreement with Yahoo! and its subsidiaries. Under our agreement, Yahoo! has certain limited exclusive and preferential rights with respect to the commercialization of many of these Web sites through paid listings. Yahoo! controls the delivery of a portion of the paid listings to many of these Web sites. As a result, the monetization of these Web sites is presently largely dependent on the revenue from the paid listings allocated by Yahoo! and its subsidiaries to these Web sites. This allocation may depend on Yahoo!'s advertiser base, internal policies in effect from time to time, perceived quality of traffic, origin of traffic, history of performance and conversion, technical and network changes made by Yahoo!, among many factors and determinations which may or may not be controlled by us or known to us. In addition to the aforementioned factors, if our business relationship with Yahoo! is terminated, we may not be able to replace it with another large-scale provider of paid listings under terms which allow us to increase or maintain the amount of revenue attributable to our network of Web sites.
- Our revenue will also depend on the levels of traffic, click-throughs and calls that occur on our network of Web sites is able to achieve in any period. Traffic levels, click-throughs and calls will increase and decrease based upon a number of factors not entirely within our control, including the extent of indexing of our Web sites within search engines and directories, placement within search results and success of marketing efforts. Traffic levels, the number of click-throughs and calls may also be affected by service interruptions or other technical outages. Our ability to meet the traffic demands, click-throughs and calls of our network of Web sites is also dependent on a number of third party vendors and our technical teams to manage the operations effectively. Any downtime of our servers or other outages will negatively impact the revenue from our Publishing Network.
- We will need to continue to acquire commercially valuable Internet domain names to grow our presence in local online advertising. We will need to continuously improve our technologies to acquire valuable Internet domain names as competition in the marketplace for appropriate Internet domain names intensifies. Our domain name acquisition efforts are subject to rules and guidelines in the United States and in foreign countries established by registries which maintain Internet domain name registrations and the registrars which process and facilitate Internet domain name registrations. The registries and registrars may change the rules and guidelines for acquiring Internet domains or establish additional requirements for previously-owned Internet domain names or modify the requirements for holding Internet domain names. As a result, we might not acquire or maintain names that contribute to our financial results.
- Some of our existing distribution partners may perceive our Publishing Network as a competitive threat and therefore may decide to terminate their agreements with us.
- We intend to apply our technology and expertise to geography-specific Web sites that we believe are under-commercialized and not yet mature from a monetization perspective. However, if the current disparities in traffic and monetization of such search terms do not narrow in a favorable way, we may expend significant company resources on business efforts that do not realize the results we anticipate.

If the acquired assets are not integrated into our business as we anticipate, we may not be able to achieve these benefits or realize the value paid for our acquisitions of Internet domain names, which could materially harm our business, financial condition and results of operations.

We do not control the means by which users access our Web sites, and material changes to current navigation practices or technologies or marketing practices or significant increases in our marketing costs could result in a material adverse effect on our business.

The success of our Publishing Network depends in large part upon consumer access to our Web sites. Consumers access our Web sites primarily through the following methods: directly accessing our Web sites by typing descriptive keywords or keyword strings into the uniform resource locator (URL) address box of an Internet browser; accessing our Web sites by clicking on bookmarked Web sites; and accessing our Web sites through search engines and directories.

Each of these methods requires the use of a third party product or service, such as an Internet browser or search engine or directory. Internet browsers may provide alternatives to the URL address box to locate Web sites, and search engines may from time to time change and establish rules regarding the indexing and optimization of Web sites. We also market certain Web sites through search engines. Historically, we have limited our search engine marketing to less than five leading search engines.

Product developments and market practices for these means of access to our Web sites are not within our control. We may experience a decline in traffic to our Web sites if third party browser technologies or search engine methodologies and rules are changed to our disadvantage. We have experienced abrupt search engine algorithm and policy changes in the past. We expect the search engines we utilize to market and drive users to our Web sites to continue to periodically change their algorithms, policies and technologies. These changes may result in an interruption in users ability to access our Web sites or impair our ability to maintain and grow the number of users who visit our Web sites. We may also be forced to significantly increase marketing expenditures in the event that market prices for online advertising and paid-listings escalate. Any of these changes could have a material adverse effect on our business.

We may experience unforeseen liabilities in connection with our acquisitions of Internet domain names or arising out of third party domain names included in our distribution network, which could negatively impact our financial results.

The Name Development, Pike Street and AreaConnect asset acquisitions involved the acquisition of a large number of previously-owned Internet domain names. Furthermore, we have separately acquired and intend to continue to acquire in the future additional previously-owned Internet domain names. In some cases, these acquired names may have trademark significance that is not readily apparent to us or is not identified by us in the bulk purchasing process. As a result we may face demands by third party trademark owners asserting infringement or dilution of their rights and seeking transfer of acquired Internet domain names under the Uniform Domain Name Dispute Resolution Policy administered by ICANN or actions under the U.S. Anti-Cybersquatting Consumer Protection Act. Additionally, we display paid listings on third party domain names and third party Web sites that are part of our distribution network, which also could subject us to a wide variety of civil claims including intellectual property ownership and infringement.

We intend to review each claim or demand which may arise from time to time on its merits on a case-by-case basis with the assistance of counsel and we intend to transfer any rights acquired by us to any party that has demonstrated a valid prior right or claim. We cannot, however, guarantee that we will be able to resolve these disputes without litigation. The potential violation of third party intellectual property rights and potential causes of action under consumer protection laws may subject us to unforeseen liabilities including injunctions and judgments for money damages.

Risks Relating to Our Business and Our Industry

If we are unable to compete in the highly competitive performance-based advertising and search marketing industries, we may experience reduced demand for our products and services.

We operate in a highly competitive and changing environment. We principally compete with other companies which offer services in the following areas:

- sales to advertisers of pay-per-click services;
- aggregation or optimization of online advertising for distribution through search engines, product shopping engines, directories, Web sites or other outlets;
- provision of local and vertical Web sites containing information and user feedback designed to attract users and help consumers make better, more informed local decisions, while providing targeted advertising inventory for advertisers;
- delivery of online advertising to end users or customers of advertisers through destination Web sites or other distribution outlets;
- delivery of pay-for-call advertising to end users or customers of advertisers through destination Web sites or other distribution outlets;
- local search sales training;
- services and outsourcing of technologies that allow advertisers to manage their advertising campaigns across multiple networks and track the success of these campaigns;
- third party domain monetization; and
- sales to advertisers of call tracking services.

Although we currently pursue a strategy that allows us to potentially partner with all relevant companies in the industry, there are certain companies in the industry that may not wish to partner with us. Despite the fact that we currently work with several of our potential competitors, there are no guarantees that these companies will continue to work with us in the future.

We currently or potentially compete with a variety of companies, including Google, IAC/InterActiveCorp, Microsoft, Yahoo!, WebVisible and ReachLocal. Many of these actual or perceived competitors also currently or may in the future have business relationships with us, particularly in distribution. However, such companies may terminate their relationships with us. Furthermore, our competitors may be able to secure agreements with us on more favorable terms, which could reduce the usage of our services, increase the amount payable to our distribution partners, reduce total revenue and thereby have a material adverse effect on our business, operating results and financial condition.

We expect competition to intensify in the future because current and new competitors can enter our market with little difficulty. The barriers to entering our market are relatively low. In fact, many current Internet and media companies presently have the technical capabilities and advertiser bases to enter the search marketing services industry. Further, if the consolidation trend continues among the larger media and search engine companies with greater brand recognition, the share of the market remaining for smaller search marketing services providers could decrease, even though the number of smaller providers could continue to increase. These factors could adversely affect our competitive position in the search marketing services industry.

Some of our competitors, as well as potential entrants into our market, may be better positioned to succeed in this market. They may have:

- longer operating histories;
- more management experience;
- an employee base with more extensive experience;
- better geographic coverage;
- larger customer bases;
- greater brand recognition; and
- significantly greater financial, marketing and other resources.

Currently, and in the future, as the use of the Internet and other online services increases, there will likely be larger, more well-established and well-financed entities that acquire companies and/or invest in or form joint ventures in categories or countries of interest to us, all of which could adversely impact our business. Any of these trends could increase competition and reduce the demand for any of our services.

We face competition from traditional media companies, and we may not be included in the advertising budgets of large advertisers, which could harm our operating results.

In addition to Internet companies, we face competition from companies that offer traditional media advertising opportunities. Most large advertisers have set advertising budgets, a very small portion of which is allocated to Internet advertising. We expect that large advertisers will continue to focus most of their advertising efforts on traditional media. If we fail to convince these companies to spend a portion of their advertising budgets with us, or if our existing advertisers reduce the amount they spend on our programs, our operating results would be harmed.

If we are not able to respond to the rapid technological change characteristic of our industry, our products and services may cease to be competitive.

The market for our products and services is characterized by rapid change in business models and technological infrastructure, and we will need to constantly adapt to changing markets and technologies to provide new and competitive products and services. If we are unable to ensure that our users, advertisers, and distribution partners have a high-quality experience with our products and services, then they may become dissatisfied and move to competitors' products and services. Accordingly, our future success will depend, in part, upon our ability to develop and offer competitive products and services for both our target market and for applications in new markets. We may not, however, be able to successfully do so, and our competitors may develop innovations that render our products and services obsolete or uncompetitive.

Our technical systems are vulnerable to interruption and damage that may be costly and time-consuming to resolve and may harm our business and reputation.

A disaster could interrupt our services for an indeterminate length of time and severely damage our business, prospects, financial condition and results of operations. Our systems and operations are vulnerable to damage or interruption from:

- fire;
- floods;
- network failure;
- hardware failure;
- software failure;
- power loss;
- telecommunications failures;
- break-ins;
- terrorism, war or sabotage;
- computer viruses;

- denial of service attacks;
- penetration of our network by unauthorized computer users and “hackers” and other similar events;
- natural disaster; and
- other unanticipated problems.

We may not have developed or implemented adequate protections or safeguards to overcome any of these events. We also may not have anticipated or addressed many of the potential events that could threaten or undermine our technology network. Any of these occurrences could cause material interruptions or delays in our business, result in the loss of data or render us unable to provide services to our customers. In addition, if a person is able to circumvent our security measures, he or she could destroy or misappropriate valuable information or disrupt our operations. We have deployed firewall hardware intended to thwart hacker attacks. Although we maintain property insurance and business interruption insurance, our insurance may not be adequate to compensate us for all losses that may occur as a result of a catastrophic system failure or other loss, and our insurers may not be able or may decline to do so for a variety of reasons.

If we fail to address these issues in a timely manner, we may lose the confidence of our advertisers and distribution partners, our revenue may decline and our business could suffer. In addition, as we expand our service offerings and enter into new business areas, we may be required to significantly modify and expand our software and technology platform. If we fail to accomplish these tasks in a timely manner, our business and reputation will likely suffer.

We rely on third party technology, platforms, carriers, communications providers, and server and hardware providers, and a failure of service by these providers could adversely affect our business and reputation.

We rely upon third party collocation providers to host our main servers. If these providers are unable to handle current or higher volumes of use, experience any interruption in operations or cease operations for any reason or if we are unable to agree on satisfactory terms for continued hosting relationships, we would be forced to enter into a relationship with other service providers or assume hosting responsibilities ourselves. If we are forced to switch hosting facilities, we may not be successful in finding an alternative service provider on acceptable terms or in hosting the computer servers ourselves. We may also be limited in our remedies against these providers in the event of a failure of service. In the past, we have experienced short-term outages in the service maintained by one of our collocation providers.

We also rely on a select group of third party providers for components of our technology platform and support for our advertising and call-based services, such as hardware and software providers, telecommunications carriers and Voice over Internet Protocol (VoIP) providers, credit card processors and domain name registrars. As a result, key operational resources of our business are concentrated with a limited number of third party providers. A failure or limitation of service or available capacity by any of these third party providers could adversely affect our business and reputation. Furthermore, if any of these significant providers are unable to provide the levels of service and dedicated resources over time that we required in our business, we may not be able to replace certain of these providers in a manner that is efficient, cost-effective or satisfactory to our customers, and as a result our business could be materially and adversely affected.

We may not be able to protect our intellectual property rights, which could result in our competitors marketing competing products and services utilizing our intellectual property and could adversely affect our competitive position.

Our success and ability to compete effectively are substantially dependent upon our internally developed and acquired technology and data resources, which we protect through a combination of copyright, trade secret, and patent and trademark law. To date, we acquired U.S. Patent Number 6,822,663 titled “Transform Rule Generator for Web-Based Markup Languages” through our Voice Services transaction. We also own U.S. Patent Number 7,668,950B2 titled “Automatically Updating Performance-Based Online Advertising System and Method,” non-provisional U.S. Patent Application Number 11/868,398 titled “System and Method for Classifying Search Queries,” non-provisional U.S. Patent Application Number 11/985,188 titled “Method and System for Tracking Telephone Calls,” non-provisional U.S. Patent Application Number 12/512,821 titled “Facility for Reconciliation of Business Records Using Genetic Algorithms,” non-provisional U.S. Patent Application Number 12/829,372 titled “System and Method to Direct Telephone Calls to Advertisers,” non-provisional U.S. Patent Application Number 12/829,373 titled “System and Method for Calling Advertised Telephone Numbers on a Computing Device,” non-provisional U.S. Patent Application Number 12/829,375 titled “System and Method to Analyze Calls to Advertised Telephone Numbers”, and non-provisional U.S Patent Application Number 12/844,488 titled “Systems and Methods for Blocking Telephone Calls.” In the future, additional patents may be filed with respect to internally developed or acquired technologies. Our industry is highly competitive and many individuals and companies have sought to patent processes in the industry. We may decide not to protect certain intellectual properties or business methods which may later turn out to be significant to us. In addition, the patent process takes several years and involves considerable expense. Further, patent applications and patent positions in our industry are highly uncertain and involve complex legal and factual questions due in part to the number of competing technologies. As a result, we may not be able to successfully prosecute these patents, in whole or in part, or any additional patent filings that we may make in the future. We also depend on our trademarks, trade names and domain names. We may not be able to adequately protect our technology and data resources. In addition, intellectual property laws vary from country to country, and it may be more difficult to protect our intellectual property in some foreign jurisdictions in which we may plan to enter. If we fail to obtain and maintain patent or other intellectual property protection for our technology, our competitors could market competing products and services utilizing our technology.

Despite our efforts to protect our proprietary rights, unauthorized parties domestically and internationally may attempt to copy or otherwise obtain and use our services, technology and other intellectual property. We cannot be certain that the steps we have taken will prevent any misappropriation or confusion among consumers and advertisers. If we are unable to protect our intellectual property rights from unauthorized use, our competitive position could be adversely affected.

We may be involved in lawsuits to protect or enforce our patents, which could be expensive and time consuming.

We may initiate patent litigation against third parties to protect or enforce our patent rights, and we may be similarly sued by others. We may also become subject to interference proceedings conducted in the patent and trademark offices of various countries to determine the priority of inventions. The defense and prosecution, if necessary, of intellectual property suits, interference proceedings and related legal and administrative proceedings is costly and may divert our technical and management personnel from their normal responsibilities. We may not prevail in any of these suits. An adverse determination of any litigation or defense proceedings could put our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not being issued.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. In addition, during the course of this kind of litigation, there could be public announcements of the results of hearings, motions or other interim proceedings or developments in the litigation. If securities analysts or investors perceive these results to be negative, it could have an adverse effect on the trading price of our Class B common stock.

Our quarterly results of operations might fluctuate due to seasonality, which could adversely affect our growth rate and in turn the market price of our securities.

Our quarterly results have fluctuated in the past and may fluctuate in the future due to seasonal fluctuations in the level of Internet usage. As is typical in our industry, the second and third quarters of the calendar year generally experience relatively lower usage than the first and fourth quarters. It is generally understood that during the spring and summer months of the year, Internet usage is lower than during other times of the year, especially in comparison to the fourth quarter of the calendar year. The extent to which usage may decrease during these off-peak periods is difficult to predict. Prolonged or severe decreases in usage during these periods may adversely affect our growth rate and in turn the market price of our securities. Additionally, the recent deterioration in the economic conditions has resulted in many advertisers and reseller partners reducing advertising and marketing services budgets, which we expect will impact our quarterly results of operations in addition to the typical seasonality seen in our industry.

We are susceptible to general economic conditions, and a downturn in advertising and marketing spending by advertisers could adversely affect our operating results.

Our operating results will be subject to fluctuations based on general economic conditions, in particular those conditions that impact advertiser-consumer transactions. Recent disruptions in the global financial markets and the resulting deterioration in economic conditions has caused and could cause additional decreases in or delays in advertising spending and is likely to reduce and/or negatively impact our short term ability to grow our revenues. Further, any decreased collectability of accounts receivable or early termination of agreements due to the recent deterioration in economic conditions could negatively impact our results of operations.

We depend on the growth of the Internet and Internet infrastructure for our future growth and any decrease in growth or anticipated growth in Internet usage could adversely affect our business prospects.

Our future revenue and profits, if any, depend upon the continued widespread use of the Internet as an effective commercial and business medium. Factors which could reduce the widespread use of the Internet include:

- possible disruptions or other damage to the Internet or telecommunications infrastructure;
- failure of the individual networking infrastructures of our advertisers and distribution partners to alleviate potential overloading and delayed response times;
- a decision by advertisers and consumers to spend more of their marketing dollars on offline programs;
- increased governmental regulation and taxation; and
- actual or perceived lack of security or privacy protection.

In particular, concerns over the security of transactions conducted on the Internet and the privacy of users, including the risk of identity theft, may inhibit the growth of Internet usage, especially online commercial transactions. In order for the online commerce market to develop successfully, we and other market participants must be able to transmit confidential information, including credit card information, securely over public networks. Any decrease in anticipated Internet growth and usage could have a material adverse effect on our business prospects.

We are exposed to risks associated with credit card fraud and credit payment, and we may continue to suffer losses as a result of fraudulent data or payment failure by advertisers.

We have suffered losses and may continue to suffer losses as a result of payments made with fraudulent credit card data. Our failure to control fraudulent credit card transactions could reduce our net revenue and gross margin and negatively impact our standing with applicable credit card authorization agencies. In addition, under limited circumstances, we extend credit to advertisers who may default on their accounts payable to us or fraudulently "charge-back" amounts on their credit cards for services that have already been delivered by us.

Government regulation of the Internet may adversely affect our business and operating results.

Online search, e-commerce and related businesses face uncertainty related to future government regulation of the Internet through the application of new or existing federal, state and international laws. Due to the rapid growth and widespread use of the Internet, legislatures at the federal and state level have enacted and may continue to enact various laws and regulations relating to the Internet. Individual states may also enact consumer protection laws that are more restrictive than the ones that already exist.

Furthermore, the application of existing laws and regulations to Internet companies remains somewhat unclear. For example, as a result of the actions of advertisers in our network, we may be subject to existing laws and regulations relating to a wide variety of issues such as consumer privacy, gambling, sweepstakes, advertising, promotions, defamation, pricing, taxation, financial market regulation, quality of products and services, computer trespass, spyware, adware, child protection and intellectual property ownership and infringement. In addition, it is not clear whether existing laws that require licenses or permits for certain of our advertisers' lines of business apply to us, including those related to insurance and securities brokerage, law offices and pharmacies. Existing federal and state laws that may impact the growth and profitability of our business include, among others:

- The Digital Millennium Copyright Act (DMCA) provides protection from copyright liability for online service providers that list or link to third party Web sites. We currently qualify for the safe harbor under the DMCA; however, if it were determined that we did not meet the safe harbor requirements, we could be exposed to copyright infringement litigation, which could be costly and time-consuming.
- The Children's Online Privacy Protection Act (COPPA) restricts the distribution of certain materials deemed harmful to children and imposes limitations on Web sites' ability to collect personal information from minors. COPPA allows the Federal Trade Commission (FTC) to impose fines and penalties upon Web site operators whose sites do not fully comply with the law's requirements. We do not currently offer any websites "directed to children," nor do we collect personal data from children.
- The Protection of Children from Sexual Predators Act requires online service providers to report evidence of violations of federal child pornography laws under certain circumstances.
- The Controlling the Assault of Non-Solicited Pornography and Marketing (CAN SPAM) Act of 2003 establishes requirements for those who send commercial e-mails, spells out penalties for entities that transmit noncompliant commercial e-mail and/or whose products are advertised in noncompliant commercial e-mail and gives consumers the right to opt-out of receiving commercial e-mails. The FTC is authorized to enforce the CAN-SPAM Act. This law also gives the Department of Justice the authority to enforce its criminal sanctions. Other federal and state agencies can enforce the law against organizations under their jurisdiction, and companies that provide Internet access may sue violators as well.
- The Electronic Communications Privacy Act prevents private entities from disclosing Internet subscriber records and the contents of electronic communications, subject to certain exceptions.
- The Computer Fraud and Abuse Act and other federal and state laws protect computer users from unauthorized computer access/hacking, and other actions by third parties which may be viewed as a violation of privacy. Michigan and Utah child protection laws, designed to protect children under the age of 18 from receiving adult content via e-mail and other electronic forms of communication (e.g., cell phones and IM). Both Michigan and Utah have developed lists of minors' e-mail addresses based on parents' and guardians' submissions. Once an address has been on a list for 30 days, Web publishers are prohibited from sending the address anything containing, or even linking to, advertising for a product or service that a minor is legally prohibited from purchasing or using, even if the owner of that address previously requested to receive the information. In addition, senders need to match their own mailing lists against the state registries on at least a monthly basis, for which they must pay both Michigan and Utah a per-address fee. Courts may apply each of these laws in unintended and unexpected ways. As a company that provides services over the Internet as well as call recording and call tracking services, we may be subject to an action brought under any of these or future laws. Among the types of legislation currently being considered at the federal and state levels are consumer laws regulating for the use of certain types of software applications or downloads and the use of "cookies." These proposed laws are intended to target specific types of software applications often referred to as "spyware," "invasiveware" or "adware," and may also cover certain applications currently used in the online advertising industry to serve and distribute advertisements. In addition, federal legislation is expected to be introduced which would regulate "online behavioral advertising" practices. If passed, these laws would impose new obligations for companies that use such software applications or technologies.

Many Internet services are automated, and companies such as ours may be unknowing conduits for illegal or prohibited materials. It is possible that some courts may impose a strict liability standard or require such companies to monitor their customers' conduct. Although we would not be responsible or involved in any way in such illegal conduct, it is possible that we would somehow be held responsible for the actions of our advertisers or distribution partners.

We may also be subject to costs and liabilities with respect to privacy issues. Several companies have incurred penalties for failing to abide by the representations made in their public-facing privacy policies. In addition, several states have passed laws that require businesses to implement and maintain reasonable security procedures and practices to protect sensitive personal information and to provide notice to consumers in the event of a security breach. Further, it is anticipated that additional federal and state privacy-related legislation will be enacted. Such legislation could negatively affect our business.

In addition, foreign governments may pass laws which could negatively impact our business and/or may prosecute us for violating existing laws. Such laws might include EU member country conforming legislation under applicable EU Privacy, eCommerce, Telecommunications and Data Protection Directives. Any costs incurred in addressing foreign laws could negatively affect the viability of our business. Our exposure to this risk will increase to the extent we expand our operations internationally.

Federal and state regulation of telecommunications may adversely affect our business and operating results.

Subsidiaries of the Company provide information and analytics services to certain advertisers and reseller partners that may include the enhanced transmission of voice services. In connection therewith, the Company, through its subsidiaries, obtains certain telecommunications products and services from carriers in order to deliver these packages of information and analytic services.

Telecommunications laws and regulations (and interpretations thereof) are evolving in response to rapid changes in the telecommunications industry. If our carrier partners were to be subject to any changes in applicable law or regulation (or interpretations thereof), then we in turn may be subject to increased costs for their products and services or receive products and services that may be of less value to our customers, which in turn could adversely affect our business and operating results. Furthermore, to the extent we offer call recording and pay-for-call services, we may be directly subject to certain telecommunications-related regulations. Finally, in the event that any federal or state regulators were to expand the scope of applicable laws and regulations or their application to include certain end users and information service providers, then our business and operating results could also be adversely affected.

The following existing and possible future federal and state laws could impact the growth and profitability of our business:

- The Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), and the regulations promulgated by the Federal Communications Commission under Title II of the Act, may impose federal licensing, reporting and other regulatory obligations on the Company, particularly in light of the Company's acquisition of Marchex Voice Services.
- To the extent we contract with and use the networks of voice over IP service providers, new legislation or FCC regulation in this area could restrict our business, prevent us from offering service or increase our cost of doing business. There are an increasing number of regulations and rulings that specifically address access to commerce and communications services on the Internet, including IP telephony. We are unable to predict the impact, if any, that future legislation, legal decisions or regulations concerning voice services offered via the Internet may have on our business, financial condition, and results of operations.
- The U.S. Congress, the FCC, state legislatures or state agencies may target, among other things, access or settlement charges, imposing taxes related to Internet communications, imposing tariffs or other regulations based on encryption concerns, or the characteristics and quality of products and services that we may offer. Any new laws or regulations concerning these or other areas of our business could restrict our growth or increase our cost of doing business. The increasing growth of the broadband IP telephony market and popularity of broadband IP telephony products and services heighten the risk that governments or other legislative bodies will seek to regulate broadband IP telephony and the Internet. In addition, large, established telecommunication companies may devote substantial lobbying efforts to influence the regulation of the broadband IP telephony market, which may be contrary to our interests.
- There is risk that a regulatory agency will require us to conform to rules that are unsuitable for IP communications technologies or rules that cannot be complied with due to the nature and efficiencies of IP routing, or are unnecessary or unreasonable in light of the manner in which we offer voice-related services such as call recording and pay-for-call services to our customers.
- Federal and state telemarketing laws including the Telephone Consumer Protection Act, the Telemarketing Consumer Fraud and Abuse Prevention Act and the rules and regulations promulgated thereunder.
- Laws affecting telephone call recording and data protection, such as consent and personal data statutes. Under the federal Wiretap Act, at least one party taking part in a call must be notified if the call is being recorded. Under this law, and most state laws, there is nothing illegal about one of the parties to a telephone call recording the conversation. However, several states (i.e., California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, Montana, Nevada, New Hampshire, Pennsylvania and Washington) require that all parties consent when one party wants to record a telephone conversation. The telephone recording laws in other states, like federal law, require only one party to be aware of the recording. A Wiretap Act violation is a Class D felony; the maximum authorized penalties for a violation of section 2511(1) of the Wiretap Act are imprisonment of not more than five years and a fine under Title 18. Authorized fines are typically not more than $250,000 for individuals or $500,000 for an organization, unless there is a substantial loss. State laws impose similar penalties.
- The Communications Assistance for Law Enforcement Act may require that the Company undertake material modifications to its platforms and processes to permit wiretapping and other access for law enforcement personnel.
- Under various Orders of the Federal Communications Commission, the Company may be required to make material retroactive and prospective contributions to funds intended to support Universal Service, Telecommunications Relay Service, Local Number Portability, the North American Numbering Plan and the budget of the Federal Communications Commission.
- Laws in most states of the United States of America may require registration or licensing of one or more subsidiaries of the Company, and may impose additional taxes, fees or telecommunications surcharges on the provision of the Company's services which the Company may not be able to pass through to customers.

Future regulation of search engines may adversely affect the commercial utility of our search marketing services.

The FTC, has reviewed the way in which search engines disclose paid placements or paid inclusion practices to Internet users. In 2002, the FTC issued guidance recommending that all search engine companies ensure that all paid search results are clearly distinguished from non-paid results, that the use of paid inclusion is clearly and conspicuously explained and disclosed and that other disclosures are made to avoid misleading users about the possible effects of paid placement or paid inclusion listings on search results. Such disclosures if ultimately mandated by the FTC or voluntarily made by us may reduce the desirability of our paid placement and paid inclusion services. We believe that some users will conclude that paid search results are not subject to the same relevancy requirements as non-paid search results, and will view paid search results less favorably. If such FTC disclosure reduces the desirability of our paid placement and paid inclusion services, and "click-throughs" of our paid search results decrease, our business could be adversely affected.

State and local governments may in the future be permitted to levy additional taxes on Internet access and electronic commerce transactions, which could result in a decrease in the level of usage of our services. In addition, we may be required to pay additional income, sales, or other taxes.

On November 19, 2004, the federal government passed legislation placing a three-year ban on state and local governments' imposition of new taxes on Internet access or electronic commerce transactions. On October 31, 2007, this ban was extended for another seven years. Unless the ban is further extended, state and local governments may begin to levy additional taxes on Internet access and electronic commerce transactions upon the legislation's expiration in November 2014. An increase in taxes may make electronic commerce transactions less attractive for advertisers and businesses, which could result in a decrease in the level of usage of our services. Additionally, from time to time, various state, federal and other jurisdictional tax authorities undertake reviews of the Company and the Company's filings. In evaluating the exposure associated with various tax filing positions, the Company on occasion accrues charges for probable exposures. We cannot predict the outcome of any of these reviews.

Risks Relating to Ownership of our Common Stock

Our Class B common stock prices have been and are likely to continue to be highly volatile.

The trading prices of our Class B common stock have been and are likely to continue to be highly volatile and subject to wide fluctuations. Since our initial public offering, the closing sale price of our Class B common stock on the Nasdaq Global Market (formerly, the Nasdaq National Market) ranged from $3.00 to $26.14 per share through June 30, 2010. Our stock prices may fluctuate in response to a number of events and factors, which may be the result of our business strategy or events beyond our control, including:

- developments concerning proprietary rights, including patents, by us or a competitor;
- announcements by us or our competitors of significant contracts, acquisitions, financings, commercial relationships, joint ventures or capital commitments;
- registration of additional shares of Class B common stock in connection with acquisitions;
- actual or anticipated fluctuations in our operating results;
- developments concerning our various strategic collaborations;
- lawsuits initiated against us or lawsuits initiated by us;
- announcements of acquisitions or technical innovations;
- potential loss or reduced contributions from distribution partners or advertisers;
- changes in earnings estimates or recommendations by analysts;
- changes in the market valuations of similar companies;
- changes in our industry and the overall economic environment;
- volume of shares of Class B common stock available for public sale, including upon conversion of Class A common stock or upon exercise of stock options;
- Class B common stock repurchases under our previously announced share repurchase program;
- sales and purchases of stock by us or by our stockholders, including sales by certain of our executive officers and directors pursuant to written pre-determined selling and purchase plans under Rule 10b5-1 of the Securities Exchange Act of 1934; and
- short sales, hedging and other derivative transactions on shares of our Class B common stock.

In addition, the stock market in general, and the Nasdaq Global Market and the market for online commerce companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the listed companies. These broad market and industry factors may seriously harm the market price of our Class B common stock, regardless of our operating performance. In the past, following periods of volatility in the market, securities class action litigation has often been instituted against these companies.

Litigation against us, whether or not judgment is entered against us, could result in substantial costs and potentially economic loss, and a diversion of our management's attention and resources, any of which could seriously harm our financial condition. Additionally, there can be no assurance that an active trading market of our Class B common stock will be sustained.

Our founding executive officers control the outcome of stockholder voting, and there may be an adverse effect on the price of our Class B common stock due to the disparate voting rights of our Class A common stock and our Class B common stock.

As of June 30, 2010, Russell C. Horowitz, Ethan A. Caldwell, Peter Christothoulou and John Keister, our founding executive officers, beneficially owned 100% of the outstanding shares of our Class A common stock, which shares represented 92% of the combined voting power of all outstanding shares of our capital stock. These founding executive officers together control 92% of the combined voting power of all outstanding shares of our capital stock. The holders of our Class A common stock and Class B common stock have identical rights except that the holders of our Class B common stock are entitled to one vote per share, while holders of our Class A common stock are entitled to twenty-five votes per share on all matters to be voted on by stockholders. This concentration of control could be disadvantageous to our other stockholders with interests different from those of these founding executive officers. This difference in the voting rights of our Class A common stock and Class B common stock could adversely affect the price of our Class B common stock to the extent that investors or any potential future purchaser of our shares of Class B common stock give greater value to the superior voting rights of our Class A common stock.

Further, as long as these founding executive officers have a controlling interest, they will continue to be able to elect all or a majority of our board of directors and generally be able to determine the outcome of all corporate actions requiring stockholder approval. As a result, these founding executive officers will be in a position to continue to control all fundamental matters affecting our company, including any merger involving, sale of substantially all of the assets of, or change in control of, our company. The ability of these founding executive officers to control our company may result in our Class B common stock trading at a price lower than the price at which such stock would trade if these founding executive officers did not have a controlling interest in us. This control may deter or prevent a third party from acquiring us which could adversely affect the market price of our Class B common stock.

Anti-takeover provisions may limit the ability of another party to acquire us, which could cause our stock price to decline.

Our certificate of incorporation, as amended, our by-laws and Delaware law contain provisions that could discourage, delay or prevent a third party from acquiring us, even if doing so may be beneficial to our stockholders. In addition, these provisions could limit the price investors would be willing to pay in the future for shares of our Class B common stock. The following are examples of such provisions in our certificate of incorporation, as amended, or our by-laws:

- the authorized number of our directors can be changed only by a resolution of our board of directors;
- advance notice is required for proposals that can be acted upon at stockholder meetings;
- there are limitations on who may call stockholder meetings; and
- our board of directors is authorized, without prior stockholder approval, to create and issue "blank check" preferred stock.

We are also subject to Section 203 of the Delaware General Corporation Law, which provides, subject to enumerated exceptions, that if a person acquires 15% or more of our voting stock, the person is an "interested stockholder" and may not engage in "business combinations" with us for a period of three years from the time the person acquired 15% or more of our voting stock. The application of Section 203 of the Delaware General Corporation Law could have the effect of delaying or preventing a change of control of our company.

We may not be able to continue to pay dividends on our common stock in the future which could impair the value of such stock.

Under Delaware law, dividends to stockholders may be made only from the surplus of a company, or, in certain situations, from the net profits for the current fiscal year or the fiscal year before which the dividend is declared. We have initiated and paid a quarterly dividend on our common stock since November 2006. However, there is no assurance that we will be able to pay dividends in the future. Our ability to pay dividends in the future will depend on our financial results, liquidity and financial condition.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

During the second quarter of 2010, share repurchase activity was as follows:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Maximum number of shares (or approximate dollar value) that may yet be purchased under the plans or programs (1)
April 1, 2010 – April 30, 2010 (2)	99,326	$ 5.04	99,326	1,744,748
May 1, 2010 – May 31, 2010	98,724	$ 5.09	98,724	1,646,024
June 1, 2010 – June 30, 2010	108,520	$ 4.63	108,520	1,537,504
Total Class B Common Shares	306,570	$ 4.91	303,570	1,537,504

(1) We have established a share repurchase program which currently authorizes the Company to repurchase up to 11 million shares in the aggregate (less shares previously repurchased under the share repurchase program) of the Company's Class B common stock. No shares will be knowingly purchased from company insiders or their affiliates. The timing and actual number of shares repurchased will depend on a variety of factors including price, corporate and regulatory requirements, capital availability, and other market conditions. This stock repurchase program does not have an expiration date and may be expanded, limited or terminated at any time without prior notice.

(2) Includes 3,000 shares of restricted equity subject to vesting which were issued to certain employees. We repurchased shares which were not already vested for $0.01 per share upon termination of employment.

Item 6. Exhibits

Exhibits:

†+10.28	Amendment No. 1 to Master Services and License Agreement effective as of April 30, 2010, by the between MDNH, Inc. and YellowPages.com LLC d/b/a AT&T Interactive and related Project Addendum No. 1, effective as of January 1, 2009, as amended.
†*10.29	Form of Notice of Grant of Executive Officer Stock Option (Performance-Based).
†*10.30	Form of Notice of Grant of Executive Officer Stock Option (Time-Based).
†*10.31	Form of Notice of Grant of Executive Officer Restricted Stock Units.
†*10.32	Form of Executive Officer Restricted Stock Agreement.
†*10.33	Form of Executive Officer Restricted Stock Units Agreement.
†+10.34	Amendments No. 1, 2 and 3 to YAHOO! Publisher Network Service Order, effective as of September 25, 2007, August 1, 2008 and June 1, 2010 respectively, by and between Yahoo! Inc., as successor in interest to Overture Services, Inc., and Yahoo! Sarl, as successor in interest to Overture Search Services (Ireland) Limited, MDNH, Inc. and MDNH International Ltd.
†*10.35	Amendment to the Marchex, Inc. 2003 Amended and Restated Stock Incentive Plan
†31(i)	Certification of CEO pursuant to Rule 13a-14(a)/15d-14(a).
†31(ii)	Certification of CFO pursuant to Rule 13a-14(a)/15d-14(a).
††32.1	Certification of CEO pursuant to Section 1350.
††32.2	Certification of CFO pursuant to Section 1350.

* Management contract or compensatory plan or arrangement.

(+) Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

† Filed herewith.

†† Furnished herewith.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MARCHEX, INC.

By: /s/ MICHAEL A. ARENDS
Name: **Michael A. Arends**
Title: **Chief Financial Officer**
(Principal Accounting Officer)

August 6, 2010

Exhibit 10.28

AMENDMENT NO. 1 TO
MASTER SERVICES AND LICENSE AGREEMENT

This Amendment No. 1 ("**Amendment**"), effective as of April 30, 2010 (the "**Amendment Effective Date**"), is being entered into by and between MDNH, Inc., a Delaware corporation ("**Marchex Local**"), with a principal place of business at 4425 Spring Mountain Road, Suite 210, Las Vegas, NV 89102 and YellowPages.com LLC, a Delaware limited liability company d/b/a AT&T Interactive ("**YPC**" or "**ATTi**"), with a principal place of business at 611 N. Brand Boulevard, 5th Floor, Glendale, CA 91203, to amend the Master Services and License Agreement entered between YPC and Marchex Local effective as of October 1, 2007 (as amended by all amendments, Change Rule Sheets, and Project Addenda thereto, and including all attachments, collectively the "**Agreement**"). YPC and Marchex Local may hereinafter be referred to individually as "**Party**" and collectively as "**Parties**." Capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Agreement.

W I T N E S S E T H:

WHEREAS, Marchex Local provides certain Advertising Services to YPC and the YPC Parties pursuant to the terms of the Agreement and certain Project Addenda thereunder; and

WHEREAS, the Parties wish to amend the Agreement with respect to, among other things, pricing terms and certain terms and conditions applicable the following Advertising Services currently being offered by YPC (collectively, the "**Covered Services**"):

(i) under the service mark YPClicks (or any successor service mark adopted by ATTi for such product), a guaranteed clicks-based marketing product primarily driven by search engine marketing *** ("**YPClicks**" or "**Clicks Packages**") and

(ii) under the service mark YPConnect (or any successor service mark adopted by ATTi for such product), a budget-based marketing product primarily driven by search engine marketing *** ("**YPConnect**" or "**Budget Packages**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, YPC and Marchex Local agree as follows:

1. Amended Pricing Terms.

   a. Effective as of the Pricing Effective Date (as defined below in Section 5), Exhibit B to the Agreement shall be and hereby is amended and restated in its entirety in the form of the Exhibit B attached to this Amendment, and shall be effective only with respect to those periods during the Term as of and following the Pricing Effective Date. By way of example, in the event the Pricing Effective Date is on the 16th day of a calendar month, all Fees in effect under the Agreement prior to the Pricing Effective Date shall apply to Services provided by Marchex Local hereunder during days 1 through 15 of such calendar month.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

b. Amended Timeframe for Clicks Packages. Effective as of the Amendment Effective Date, the first sentence in the Section titled "Other" at the end of Exhibit A to the Agreement is deleted in its entirety and replaced with the following:

"With respect to Clicks Packages, Marchex Local will submit Advertisements to the designated Search Engines within *** of submission by a YPC Party of the Advertisements or the respective Advertiser accounts, as applicable, into the Platform, provided the Advertisements and Advertiser accounts were submitted to Marchex Local in accordance with the relevant Specifications. For the purposes of tracking such periods of submission, the Parties will review the acceptance date by the Platform (of complete information relating to Advertiser account) and the date on which Marchex Local designates an Advertiser account as complete within the Platform (i.e., submitted in accordance with the Specifications). *** In the event that, prior to Marchex Local's submission of an Advertisement to the Search Engines, a YPC Party changes an Advertisement or an Advertiser account submitted to Marchex Local for any reason, the *** window will start when Marchex Local receives the modified Advertisement or Advertiser account and Marchex Local will submit Advertisements for such account to the designated Search Engines within *** of receiving such change. Marchex Local shall send ATTi a report on a calendar monthly basis within *** setting forth a list of all accounts for which Marchex Local failed, during such calendar month, to submit Advertisements within the target deadlines and timeframes specified in this paragraph. Each report shall include, for each such account: (a) the date Marchex Local received the Advertisement from a YPC Party; (b) the date on which Marchex Local designated the Advertiser account as complete within the Platform (i.e., submitted in accordance with the Specifications); (c) the date Marchex Local sent the Advertisement to the Search Engines; (d) the number of calendar days between the date Marchex Local received the Advertisement from a YPC Party (or the date Marchex Local designated the Advertiser account as complete within the Platform (i.e., submitted in accordance with the Specifications), if applicable), and the date Marchex Local sent the Advertisement to the Search Engines; (e) the ATTi customer name; (f) the ATTi customer ID; (g) the ATTi customer product ID; and (h) the Advertising Package type. Marchex Local may note such other impacting factors such as YPC requests and modifications to the affected Advertisers. Each report shall be sent via email to ***. ***

2. Section 12.1 - Term Extensions and Termination Provision. As of the Amendment Effective Date, the first sentence of Section 12.1 (Term) of the Agreement is hereby deleted and replaced with the following sentence:

"The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue through June 30, 2015 ("Initial Term")."

3. Addition of Sections 3.8, 3.9, and 3.10. As of the Amendment Effective Date, the following language shall be and hereby is added to the Agreement as Sections 3.8, 3.9, and 3.10 following Section 3.7 of the Agreement:

"3.8 Exclusive Provider Rights of Marchex Local. Notwithstanding any conflicting terms of the Agreement and/or any Project Addenda, as of the Transition Start Date, Marchex Local shall be the exclusive provider to YPC and the YPC Parties of all Covered Services during the Exclusivity Term (as defined below), subject to the terms of this Section 3.8 (the "**Exclusivity Right**"). Thus, during the Exclusivity Term, YPC shall not use any other third party provider or vendor to provision the Covered Services directly or indirectly for its respective Advertisers during the Exclusivity Term; ***. The "**Exclusivity Term**" means the period during the Term commencing as of the Transition Start Date and continuing through June 30, 2014.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

The following qualifications shall apply to the foregoing Exclusivity Right:

a. Transition of Existing Accounts to Marchex Local. With respect to the transition to Marchex Local and its Platform of Advertisers currently serviced by another third party vendor, subject to the conditions set forth in this Section, the Parties agree that each new *** and renewal Clicks Packages account and each new *** and renewal Budget Packages account that subscribes to Covered Services between the Transition Start Date (as defined below) and *** (the "**Transition Period**") will promptly be sent to Marchex Local, ***. The *** shall be moved to Marchex Local and the Platform as soon as such Advertiser Terms allow for a renewal to occur, but in no event later than *** from the Transition Start Date. *** "**Transition Start Date**" means the date that Marchex Local completes in all material respects all "Initial Transition Development Items" set forth in Exhibit E or such other date mutually agreed in writing by the Parties (the "**Initial Development Completion Date**"); provided, however, that if YPC, in its sole discretion and upon advance written notice to Marchex Local (email sufficing), begins to transition all new and renewal Advertiser accounts to the Marchex Local system, as described in this paragraph, prior to the Initial Development Completion Date, then the Transition Start Date shall be the date YPC begins such transition.

b. ***. Notwithstanding anything to the contrary in this Section 3.8 pertaining to the Exclusivity Right, YPC may ***.

c. New Products. The Exclusivity Right shall apply to any new products or services offered by YPC that are substantially similar to the Covered Services, but the Exclusivity Right shall not apply to any existing or new products or services offered by YPC that are materially different from the Covered Services, whether developed, marketed, managed, supported, or operated by a YPC Party or a third party vendor (collectively, "**New Products**").

d. YPC Acquisition of Company that Provides Covered Services. In the event that (i) YPC, (ii) any YPC Party or (iii) any entity that is directly or indirectly wholly-owned by AT&T, Inc. (collectively "**YPC Entities**" and each, a "**YPC Entity**") completes an acquisition of a company that offers any products or services within the scope of the Covered Services on a retail basis to advertisers ("**New Company**") by merger, purchase of stock or assets, or otherwise, after receiving of applicable regulatory approval, if required, that results in one-hundred percent (100%) ownership interest of the New Company by YPC or YPC Entity (an "**Acquisition**"), ***

e. Additional Termination Rights. In the event that Marchex Local ceases to be the exclusive provider of the Covered Services ***.

f. Wind-Down in Event of Expiration or Termination. In addition to any transition provisions set forth in the Agreement or applicable Project Addendum, the Parties agree that with respect to the Covered Services, upon any expiration or termination of this Agreement, ***.

3.9 Right of Presentation for New Products for Online Advertising Services. YPC hereby agrees to offer to Marchex Local the opportunity to present and participate in any requests for proposals in the area of online and leads-based advertising for New Products to be offered by YPC. This opportunity shall apply to, without limitation, web site offerings, SEO (search engine optimization) offerings, reputation management offerings, leads-based offerings, call-based offerings and similar services.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

3.10 Training. The Parties will mutually work together to come to agreement on a commercially reasonable plan for Marchex Local to provide training on Covered Services to the respective channel sales forces to support continued growth of the Covered Services, with mutually agreed upon compensation to Marchex Local. Any such agreement must be set forth in a writing (with respect to ordinary course or one-off training matters, email request from YPC accepted by Marchex Local sufficing) and agreed to by both Parties. If the Parties do not reach agreement on this point, it shall have no effect on the rest of this Agreement.

4. Addition of Exhibit E and Section 6.2(c). As of the Amendment Effective Date, Exhibit E hereto is attached as Exhibit E to the Agreement. In addition, as of the Amendment Effective Date, the following language shall be and hereby is added to the Agreement as Section 6.2(c):

"(c) Additional Product Development Items. Marchex Local will perform the additional product development obligations set forth in Exhibit E hereto in accordance with the deadlines set forth therein, provided that in the event such deadlines are not met, the remedies set forth in Exhibit E shall constitute YPC's sole and exclusive remedies therefor."

5. Initial Development Deadline. Marchex Local agrees to complete in all material respects all "Initial Transition Development Items" set forth in Exhibit E by May 1, 2010 or such other date mutually agreed in writing (email sufficient) by the Parties. Marchex Local shall provide YPC written notice (email sufficing) when Marchex Local has delivered all such "Initial Transition Development Items" ("**Marchex Delivery Notice**"). The Initial Development Completion Date will be deemed to be the date YPC receives the Marchex Delivery Notice unless, ***, YPC notifies (email sufficing) Marchex Local of any defect or deficiency in the Initial Transition Development Items, and in fact there exists such defect or deficiency constituting a failure of Marchex Local to complete the Initial Transition Development Items in all material respects. For the purposes of this Amendment, the "**Pricing Effective Date**" shall be determined as follows: (a) if the Initial Development Completion Date has not occurred by the end of May 1, 2010, then the Pricing Effective Date shall be May 1, 2010; and (b) if the Initial Development Completion Date has occurred by the end of May 1, 2010, then the Pricing Effective Date shall be the same as the Transition Start Date.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature received via facsimile or email shall be as legally binding for all purposes as an original signature.

7. Other Terms of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall otherwise remain unchanged and in full force and effect.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

IN WITNESS WHEREOF, YPC and Marchex Local have caused this Agreement to be executed by their duly authorized agents as of the Amendment Effective Date.

YELLOWPAGES.COM LLC d/b/a AT&T INTERACTIVE		**MDNH, INC.**	
By:	/s/ David Krantz	By:	/s/ Brendhan Hight
Name:	David Krantz	Name:	Brendhan Hight
Title:	President and CEO	Title:	President

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

EXHIBIT B

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[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

EXHIBIT E

***

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

PROJECT ADDENDUM NO. 1

This Project Addendum No. 1 ("Project Addendum") is effective as of January 1, 2009 (the "Addendum Effective Date") and is made and entered into by and between MDNH, Inc. a Delaware corporation with its principal place of business at 4425 Spring Mountain Road, Suite 210, Las Vegas NV 89102, ("Marchex Local") and YellowPages.com LLC, a Delaware limited liability company, with its principal place of business at 611 N. Brand Boulevard, 5th Floor, Glendale, CA 91203 ("YPC"), to amend the Master Services and License Agreement entered between Marchex Local and YPC effective October 1, 2007 (the "Agreement").

This Addendum is subject to and is governed by the terms of the Agreement; provided, however, that the provisions of this Project Addendum shall govern, control, and supersede any contrary or conflicting term or provision in the Agreement. Any capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

WHEREAS, YPC desires to obtain from Marchex Local certain Services relating to YPC's budget-based search engine and online marketing Advertising Packages currently branded as YPConnect™ ("Budget Packages"): and

WHEREAS, Marchex Local desires to provide such Services in connection with the Budget Packages, subject to this Project Addendum and the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in accordance with Section 2 of the Agreement, the Parties agree as follows:

I. The Project Addendum will be subject to the following additional terms:

a. Additional Advertising Services. As of the Addendum Effective Date, Marchex Local will provide additional Advertising Services to YPC through the Platform in connection with the Budget Packages sold by YPC to its Advertisers in accordance with the supplemental Business Rules included herein. All accounts for such Budget Packages will be deemed accepted by Marchex Local unless it notifies YPC of its rejection of an account because such account fails to include any required information or does not comply with applicable Site Rules. Marchex Local shall provide written notice to YPC of those Advertisers that have been rejected by Marchex Local and/or any Search Engines, no later than *** after (i) editorial review is completed by Marchex Local; (ii) rejection by a Search Engine; or (iii) any other event giving Marchex Local a reasonable basis to exercise its professional discretion in rejecting any Advertisers for the purposes of delivering any of the additional Advertising Services set forth herein. Furthermore, Marchex Local shall only accept Advertisers for these additional Advertising Services that have been delivered in compliance with this Project Addendum. The Parties shall work together in good faith to address and identify Advertisers that may not be suitable for the Advertising Services or ways in which the Advertiser could resolve any deficiencies, if applicable. YPC will establish Advertiser Terms applicable to the Budget Packages in accordance with Section 3.5 of the Agreement; provided, however, that Marchex Local may propose additional terms of use for the additional Advertising Services hereunder, as may be required from time to time by Marchex Local or its third party vendors, as applicable, and YPC will implement such additional terms as YPC and Marchex Local may mutually agree in writing. For each Budget Package account accepted by Marchex Local, Marchex Local will provide in accordance with the terms of this Project Addendum only: (i) a BPP (as defined below); (ii) a vanity URL (the "Custom URL") *** (the "Advertiser Name") and/or Advertiser business category or geography; (iii) a Call Tracking Number (as defined below); and (iv) a proxy

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

URL. Marchex Local reserves the right to delete the Custom URLs following the expiration or termination of this Project Addendum or Advertiser account, as the case may be ("Termination Event"). Notwithstanding the foregoing, upon written request by YPC to be provided no later than *** after a Termination Event, Marchex Local shall take the necessary steps to transfer control and ownership of the Custom URL(s) specified in such request over to YPC, ***. For the avoidance of doubt, as further provided in Section 14.7 of the Agreement, YPC is obtaining all Services from Marchex Local relating to the Budget Packages on a non-exclusive basis, and, with respect to the Budget Packages, YPC is under no obligation to deliver to Marchex Local any number of Advertiser accounts or any level of Advertiser account spend. Accordingly, YPC may at any time obtain budget-based search engine and online marketing advertising packages from a third-party provider in addition to, or in lieu of, the Budget Packages provided by Marchex Local. In addition, during the PA Term, YPC may notify Marchex Local of its intention to provide the following Services relating to the Budget Packages, or obtain such services from a third-party provider, on a piecemeal basis ("Substitute Services"): ***. If the Parties do not reach an agreement with respect to the Substitute Services requested by YPC within ***, then the Parties will continue to exercise their respective rights and perform their respective obligations in accordance with the terms hereof. *** Once an Advertiser has been accepted by Marchex Local after delivery by YPC, YPC shall be obligated for the maintenance fees applicable to each such Advertiser, as set forth herein. "BPP" means, as further provided in Section I.b below, the HTML one-page business profile website provided on behalf of each Advertiser as part of a Budget Package that: (A) contains Advertiser identification and location information and business description ("Advertiser BPP Content"); (B) contains the Advertiser's Call Tracking Number, additional methods for contacting the Advertiser, and additional information regarding the Advertiser's goods and services as provided as part of the Advertiser Content (as defined below); and (C) the Parties may use to track Click-throughs and User communications to the Advertiser. "Call Tracking Number" means, as further provided in Section I.c below, the local or toll-free telephone number that: (1) is provided to each Advertiser as part of a Budget Package; (2) Marchex places on the BPP for such Advertiser; and (3) Marchex uses to track User calls to such Advertiser. YPC reserves the right to brand or re-brand the Budget Packages from time to time in its sole discretion, except that such re-brand shall be limited to the change of the brand name designated by YPC (e.g., "YPConnect™"); however any changes to look and feel, formatting, functionality, and other aspects of Budget Packages appearance and use shall be subject to terms of a separate Work Order or Project Addendum.

b. BPPs. Unless otherwise specified by YPC, Marchex Local shall generate and supply a BPP for each Advertiser designated by YPC and accepted by Marchex Local under this Project Addendum. *** If requested by YPC in its sole discretion, Marchex Local shall include one or more legal notices on BPPs generated by Marchex Local, to the extent such text may fit within the allocated portion of the BPP (or Marchex Local may provide a link in such designated area to a Web page designated by YPC). Marchex Local will obtain and use the following information ("Advertiser Content") to create the content of BPPs (to the extent available): ***.

c. Call Tracking Numbers. Unless otherwise specified by YPC, Marchex Local shall obtain and supply a Call Tracking Number for each Advertiser for which a Call Tracking Number is requested. If YPC obtains Call Tracking Numbers through Marchex Local: ***. For the avoidance of doubt, as between the parties, YPC will not be the subscriber of the relevant Call Tracking Number telecommunications provider or have privity of contract with such provider, and nothing herein shall be construed to suggest that YPC is providing telecommunication services. All Call Tracking Numbers shall otherwise materially conform

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

to the Business Rules. These Call Tracking Numbers are delivered pursuant to confidential third party agreements with carriers, and in certain cases such numbers may be subject to cancellation or changes based on applicable law or regulation or change in carrier status of the third party carrier or vendor, as applicable ("Industry Changes"). Marchex Local will use commercially reasonable efforts to avoid or minimize the impact of Industry Changes; however, except as expressly provided herein, Marchex Local makes no representations, warranties or guarantees of any kind in connection with the Call Tracking Numbers. All call recording or messaging functionality will be disabled in connection with Call Tracking Numbers. ***

d. Proprietary Rights. YPC hereby grants Marchex Local a limited, world-wide, royalty-free, non-transferable, non-exclusive, revocable license, during the PA Term (as defined below) or Advertiser Term, as applicable, to: (i) use, reproduce, distribute, and display the following, for the sole purpose of performing the Services for YPC hereunder as expressly provided herein: (A) any derivative work created by Marchex Local from Advertiser Content or Advertiser BPP Content displayed on BPPs hereunder ; (B) the Advertiser Name in connection with the publishing the BPPs and registering Custom URLs hereunder; (C) the Advertiser BPP Content; (D) the Advertiser Content in connection with publishing the BPPs; (E) and Call Tracking Numbers supplied by YPC or any third party; and (F) all Advertiser account information; and (ii) take such actions as are necessary for the purposes of tracking and reporting to YPC calls and Click-throughs as required under the Agreement and pursuant to this Project Addendum. Marchex Local shall not use the content licensed hereunder except as required to provide the Services hereunder. As between YPC and Marchex Local, except for the limited licenses granted herein, all right, title, and interest in and to the content licensed hereunder shall belong to YPC. Marchex Local's use of the content licensed hereunder will not create in Marchex Local any right, title, or interest therein or thereto, and all such use will inure to the exclusive benefit of YPC and its Advertisers.

e. Implementation and Account Performance. YPC will offer the Budget Packages to Advertisers through YPC's sales representatives and certified marketing representatives (collectively, "YPC Reps"). Marchex Local will provide *** an estimated range of Click-throughs based on the Advertiser's business category and location ("Estimated Range"). No guarantees are made with respect to the data or information produced ***, which is offered hereunder for reference and convenience use only. The Parties agree to use commercially reasonable efforts to exceed the low end of the Estimated Range for each Advertiser during every applicable calendar month; however, the Parties agree that delivery or performance within the Estimated Range shall not be guaranteed and Marchex Local will not be liable or otherwise penalized in the event the applicable Estimated Range is not met. *** For each Advertiser Package account, Marchex Local will use commercially reasonable efforts to allocate ad spend in accordance with the target ranges specified in the Target Distribution Mix Percentage Schedule in Exhibit A to the Agreement. Notwithstanding the foregoing, upon request by Marchex Local from time to time, the Parties may, as needed, mutually agree (email sufficing) on reasonable adjustments to the Target Distribution Mix Percentage Schedule to meet the Estimated Ranges hereunder. ***

f. Platform. ***, all licenses granted to YPC to use the Platform under Section 3.1 of the Agreement will apply to the Budget Packages. If YPC requests and funds customizations or enhancements to the Platform relating to the Budget Packages, then the Parties shall set forth in a separate Work Order the specific customizations and enhancements funded and any terms thereof that shall apply to the use thereof, subject to the requirements of Section 6.2(b) of the Agreement.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

g. Accounts. The Parties anticipate that Marchex Local will initially host and maintain Advertiser accounts for the Budget Packages on the Platform as further provided in Section 3.1 and 3.2 of the Agreement. In the event YPC elects to host and manage Advertiser accounts for the Budget Packages itself or use the services of third party to do so and the Parties mutually agree on amended financial and operational terms for this Project Addendum in accordance with the procedure described in Section I.a, then (i) YPC will provide all necessary Advertiser account information for the Budget Packages to Marchex Local by means of an appropriate interface with the Platform that YPC or a third party on YPC's behalf creates for such purpose at YPC's expense; (ii) Marchex Local will provide such reasonable assistance with the integration of such interface with the Platform as the Parties mutually agree in a Work Order; and (iii) YPC will remain obligated to pay Marchex Local the *** set forth in Section I.i during the PA Term (as defined below) with respect to any Advertiser account that YPC elects to manage itself or through a third party.

h. Term. This Project Addendum shall be effective on the Addendum Effective Date and continue in effect until December 31, 2009 ("PA Term"). After the end of the PA Term, upon mutual agreement of the Parties, Marchex Local shall continue to provide all Services for any and all Budget Packages issued by YPC prior to the end of the PA Term until the expiration or termination of the Advertiser Terms related to such Budget Packages, but in no event later than December 31, 2010. The preceding sentence along with other Sections hereof, including portions of Exhibit A, as amended herein, that should reasonably survive termination, shall survive any expiration or termination of this Project Addendum for any reason.

i. Economics. YPC will be responsible for all Advertiser billing and collection processes related to this Project Addendum in accordance with Section 3.7 of the Agreement. Marchex Local will spend the Budget Package amounts in accordance with the Business Rules and the applicable Search Engine pricing, subject to the provisions of Section 4.2 of the Agreement. During the PA Term, YPC will pay Marchex Local the following fees applicable to Budget Packages:

- ***
- ***
- ***

The foregoing states the total fees and charges payable to Marchex Local with respect to the Budget Packages, notwithstanding anything to the contrary in Exhibit B to the Agreement. For the avoidance of doubt, and without limiting the generality of the preceding sentence, YPC shall have no obligation to pay any fees or expenses to Marchex Local for any of the following in connection with the Budget Packages: ***.

j. Training. If requested by YPC, Marchex Local shall provide *** to YPC *** on-site or web-based sales training session to assist YPC in launching the Budget Packages. Notwithstanding Section 4.5 (a) of the Agreement, if requested by YPC, Marchex Local shall provide *** to YPC *** Platform operation training sessions relating to Budget Packages per calendar year during the PA Term. Marchex Local will provide any additional sales or operation training to YPC upon request for the Fees set forth in Exhibit B to the Agreement or as may be otherwise mutually agreed-upon by the Parties from time to time.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

k. Support. YPC will be responsible for all aspects of customer service support. Marchex Local will provide YPC with a dedicated account manager for the Budget Packages and will otherwise provide *** pertaining to the Budget Packages in accordance with Exhibit C to the Agreement. In addition, Marchex Local will assist YPC with a monthly Advertiser email performance report including the look and feel of YPC branding pursuant to Section 4.3 of the Agreement.

l. Reporting. Marchex Local and YPC will work together in accordance with Section 3.3 of the Agreement to establish mutually-agreeable reporting requirements for Budget Packages.

m. Representations and Warranties. The respective representations and warranties of the Parties provided in Section 9 of the Agreement are incorporated herein by reference. In addition, YPC represents and warrants that the Advertiser Terms entered into with each Advertiser purchasing the Budget Packages will provide the Advertiser's license and consent, without royalty, for the use by Marchex Local hereunder of: (i) all Advertiser Content in the publication of the applicable BPPs including, without limitation, the Advertiser BPP Content; (ii) Advertiser marks and logos to be used in connection with the Budget Packages; and (iii) the Advertiser Name in connection with the publishing of the BPPs and registering Custom URLs hereunder.

II. The following Business Rules shall be added at the end of Exhibit A to the Agreement:

***

Other than the specific terms and conditions expressly referenced above, this Project Addendum shall not be construed to modify any term or condition of the Agreement, which will otherwise remain unchanged and in full force and effect.

This Project Addendum No. 1 may be executed in several counterparts, each of which will be deemed to be an original, all of which, when taken together, shall constitute one and the same instrument. A signature received via facsimile or via email shall be as legally binding for all purposes as an original signature.

IN WITNESS WHEREOF, a duly authorized representative of each Party has executed and delivered this Project Addendum as of the Addendum Effective Date.

MDNH, INC.		**YELLOWPAGES.COM LLC**	
By:	/s/ Brendhan Hight	By:	/s/ William M. Cleary
Name:	Brendhan Hight	Name:	William M. Cleary
Title:	President	Title:	SVP-CFO

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

SCHEDULE 1

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[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

AMENDMENT NO. 1 TO
PROJECT ADDENDUM NO. 1 TO MASTER SERVICES AND LICENSE AGREEMENT

This Amendment No. 1 to Project Addendum No. 1 ("Amendment"), effective on the date when signed by the last party (the "Amendment Effective Date"), is made and entered into by and between MDNH, Inc., a Delaware corporation with its principal place of business at 4425 Spring Mountain Road, Suite 210, Las Vegas, NV 89102 ("Marchex Local"), and YellowPages.com LLC d/b/a AT&T Interactive, a Delaware limited liability company, with its principal place of business at 611 N. Brand Boulevard, 5th Floor, Glendale, CA 91203 ("ATTi"), to amend and supplement that certain Project Addendum No. 1 ("Project Addendum") entered into between Marchex Local and ATTi effective as of January 1, 2009 ("Project Addendum"), which amended that certain Master Services and License Agreement entered into between Marchex and ATTi effective October 1, 2007 ("Agreement").

This Amendment is subject to and is governed by the terms of the Project Addendum and the Agreement; provided, however, that the provisions of this Amendment shall govern, control, and supersede any contrary or conflicting term or provision in the Project Addendum or the Agreement. Any capitalized terms used herein but not defined shall have the meaning ascribed to them in the Project Addendum or the Agreement, as applicable.

WHEREAS, the Parties were unable to foresee the need for certain additional implementations relating to the Budget Packages under the Project Addendum; and

WHEREAS, the Parties now desire to amend the Project Addendum to provide for such additional implementations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Multi-Advertiser Landing Pages. The Parties hereby acknowledge and agree that in connection with Budget Package accounts of multiple affiliated Advertisers, Marchex Local may, upon the prior written approval of ATTi in each case (email sufficing), opt to develop and implement a Multi-Advertiser Landing Page ("MALP") to be associated with a Custom URL provided in accordance with the Project Addendum. Marchex Local will create a separate MALP account within the Platform and aggregate the budgets of the relevant Budget Package accounts for media spend in accordance with the Business Rules. Each MALP will include contact information for each applicable Advertiser location, including the applicable Call Tracking Numbers, and will include links to either (i) individual BPPs; or (ii) individual proxy URLs developed in accordance with the Project Addendum. Except as expressly set forth in this Amendment, all MALP accounts will be subject to all of the terms and conditions applicable to Budget Package accounts set forth in the Project Addendum.

2. Monthly Maintenance Fees for MALP Accounts. For each MALP account, Marchex Local will ***. If no BPPs are linked to a MALP, ATTi will pay Marchex Local: ***. For the avoidance of doubt: (a) except as expressly provided herein, the foregoing economic terms are in addition to and are not intended to limit or modify the existing economic terms of the Project Addendum including without limitation the terms of the Project Addendum related to ***; (b) this Section 2 states the total *** payable to Marchex Local with respect to ***; and (c) notwithstanding anything to the contrary in Section I.i. of the Project Addendum, ATTi will have no obligation to pay any additional *** for any Advertiser for ***.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

3. Additional Call Tracking Numbers. At the request of ATTi, Marchex Local shall provide and implement, under the terms of the Project Addendum, more than one Call Tracking Number for particular Advertisers specified by ATTi. In consideration of providing such additional Call Tracking Number(s), and in addition to the *** applicable to the relevant Budget Package account, ATTi will pay Marchex ***. ***

4. Miscellaneous. Other than the specific terms and conditions expressly referenced above, this Amendment shall not be construed to modify any term or condition of the Project Addendum or the Agreement, which will both otherwise remain unchanged and in full force and effect. This Amendment may be executed in several counterparts, each of which will be deemed to be an original, all of which, when taken together, shall constitute one and the same instrument. A signature received via facsimile or via email shall be as legally binding for all purposes as an original signature.

MDNH, INC.		**YELLOWPAGES.COM LLC d/b/a AT&T Interactive**	
By:	/s/ Brendhan Hight	By:	/s/ William M. Cleary
Name:	Brendhan Hight	Name:	William M. Cleary
Title:	President	Title:	SVP- CFO
Date:	5/1/09	Date:	5/13/09

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

AMENDMENT NO. 2 TO
PROJECT ADDENDUM NO. 1 TO
MASTER SERVICES AND LICENSE AGREEMENT

This Amendment No. 2 to Project Addendum No. 1 ("Amendment No. 2"), effective April 30, 2010 (the "Amendment No. 2 Effective Date"), is made and entered into by and between MDNH, Inc., a Delaware corporation with its principal place of business at 4425 Spring Mountain Road, Suite 210, Las Vegas, NV 89102 ("Marchex Local"), and YellowPages.com LLC d/b/a AT&T Interactive, a Delaware limited liability company, with its principal place of business at 611 N. Brand Boulevard, 5th Floor, Glendale, CA 91203 ("ATTi" or "YPC"), to amend and supplement: (i) that certain Project Addendum No. 1 entered into between Marchex Local and ATTi effective as of January 1, 2009 ("Project Addendum No. 1"), as amended by Amendment No. 1 to Project Addendum No. 1 entered between Marchex Local and ATTi effective as of May 13, 2009 ("Amendment No. 1" and, together with Project Addendum No.1, the "Project Addendum"); (ii) Amendment No. 1; and (iii) CRS1 (as defined below). The Project Addendum amended that certain Master Services and License Agreement entered into between Marchex Local and ATTi effective October 1, 2007 (as amended by Change Rule Sheet No. 1 ("CRS1"), Change Rule Sheet No. 2 ("CRS2"), and Amendment No. 1 to the Master Services and License Agreement ("Master Amendment No. 1") entered into between Marchex Local and ATTi, effective July 16, 2009, October 30, 2009, and April 30, 2010, respectively (collectively, the "Agreement").

This Amendment No. 2 is subject to and is governed by the terms of the Agreement and the Project Addendum; provided, however, that the provisions of this Amendment No. 2 shall govern, control, and supersede any contrary or conflicting term or provision in the Agreement or in the Project Addendum. Any capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement or the Project Addendum, as applicable.

WHEREAS, the Parties desire to amend the Project Addendum to: (i) provide for certain additional Advertiser contract options relating to the Budget Packages under the Project Addendum; (ii) revise certain terms relating to Call Tracking Numbers; (iii) modify certain fees and pricing; (iv) modify applicable Business Rules; and (v) modify the PA Term;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Amendment No. 2 Effective Date, the Parties agree as follows:

1. Six-Month Budget Packages. Notwithstanding anything to the contrary in Section I.e of Project Addendum No. 1, and subject to the terms and conditions of this Amendment No. 2, ATTi may offer Advertiser Terms relating to the Budget Packages that either provide for a minimum Advertiser campaign term of six (6) months or permit the Advertiser, at its option, to terminate the Budget Package contract after the first six (6) months of the campaign term ("Six-Month Packages"). With respect to each Six-Month Package sold to an Advertiser, ATTi will pay to Marchex Local a one-time fee of *** ("Set-Up Fee") in addition to the other applicable fees described in the Project Addendum, ***. With respect to all Six-Month Packages hereunder, ATTi will pay Marchex Local the applicable Fees described in Section I.i of Project Addendum No. 1. "Aggregate Six-Month Spend" means the aggregate amount of fees that an Advertiser has paid to ATTi for Budget Packages (including, without limitation Six-Month Packages) during the six (6) month period immediately preceding the effective date of the relevant Six-Month Package. For the avoidance of doubt, for the purposes of the preceding sentence, the "Advertiser" will include all multiple affiliated Advertisers, such as a parent entity (e.g., ***) and all dealers, franchisees, agents, and similar entities purchasing Budget Packages under the branding of the parent entity (e.g., *** agents).

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

2. MALP Accounts for Six-Month Packages. For the avoidance of doubt: (a) Marchex Local may, upon the prior written approval of ATTi (email sufficient), offer MALP accounts in connection with the Six-Month Package accounts of multiple affiliated Advertisers, as further provided in Amendment No. 1; and (b) the Set-Up Fee will apply in such event, subject to the waivers and exceptions set forth in Section 1 of this Amendment No. 2.

3. Supplemental Business Rules. The parties desire to amend and restate the supplemental Business Rules applicable to the Budget Packages (including Six-Month Packages) in their entirety. The parties hereby agree that the supplemental Business Rules set forth in Section II of Project Addendum No. 1 shall be and hereby are deleted in their entirety and replaced with the supplemental Business Rules set forth in Attachment 1 to this Amendment No. 2. The terms of Attachment 1 hereto shall be added at the end of Exhibit A to the Agreement.

4. Enabling Messaging Functionality. Section I.c of Project Addendum No. 1 shall be and hereby is deleted in its entirety and replaced with the following language:

> "Call Tracking Numbers. Unless otherwise specified by YPC, Marchex Local shall obtain and supply a Call Tracking Number for each Advertiser for which a Call Tracking Number is requested. If YPC obtains Call Tracking Numbers through Marchex Local; ***. For the avoidance of doubt, as between the parties, YPC will not be the subscriber of the relevant Call Tracking Number telecommunications provider or have privity of contract with such provider, and nothing herein shall be construed to suggest that YPC is providing telecommunication services. All Call Tracking Numbers shall otherwise materially conform to the Business Rules. These Call Tracking Numbers are delivered pursuant to confidential third party agreements with carriers, and in certain cases such numbers may be subject to cancellation or changes based on applicable law or regulation or change in carrier status of the third party carrier or vendor, as applicable ("Industry Changes"). Marchex Local will use commercially reasonable efforts to avoid or minimize the impact of Industry Changes; however, except as expressly provided herein, Marchex Local makes no representations, warranties or guarantees of any kind in connection with the Call Tracking Numbers. The messaging functionality will be enabled in connection with Call Tracking Numbers and the following message shall be played to Advertisers when the Advertiser picks up a call but before the Advertiser is connected to the caller: "Leads brought to you by AT&T Interactive." ***

5. Additional Call Tracking Numbers for Save Program and Enhanced Program. The parties desire to amend the Business Rules applicable to the Save Program and the Enhanced Program established under CRS1. In lieu of mutually executing an additional Change Rule Sheet, the parties hereby agree that, at the request of ATTi, Marchex Local shall provide and implement, under the terms of the Save Program or the Enhanced Program, more than one Call Tracking Number for particular Advertisers specified by ATTi. *** For the avoidance of any doubt: (a) the foregoing change to the Business Rules hereby expressly supersedes the terms of subsection (iii) of the third paragraph of the Additional Notes: Pricing section of CRS1; and (b) the only business unit to which such change applies is ATTi.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

6. Revised Economics. Effective as of the Transition Start Date (as defined in the Master Amendment No. 1), Schedule 1 to Project Addendum No. 1 is deleted in its entirety. Furthermore, Section I.i. (Economics) of Project Addendum No. 1 and Section 3 of Amendment No. 1 are each deleted in their entirety and replaced with the following:

"Economics. *** Marchex Local will spend the Budget Package amounts in accordance with the Business Rules and the applicable Search Engine pricing, subject to the provisions of Section 4.2 of the Agreement. During the PA Term, YPC will pay Marchex Local the following fees applicable to Budget Packages:

- Applicable Fees. Those fees and expenses for Budget Packages set forth in Exhibit B to the Agreement.
- ***
- ***

The foregoing states the total fees and charges payable to Marchex Local with respect to the Budget Packages.

7. PA Term Renewal. Section I.h of the Project Addendum shall be and hereby is deleted in its entirety and replaced with the following language:

"Term. This Project Addendum shall be effective on the Addendum Effective Date and continue in effect until the termination or expiration of the Agreement (the "PA Term"). After the end of the PA Term, upon mutual agreement of the Parties, Marchex Local shall continue to provide all Services for any and all Budget Packages (including Six-Month Packages) issued by YPC prior to the end of the PA Term until the expiration or termination of the Advertiser Terms related to such Budget Packages, but in no event later than twelve (12) months following the end of the PA Term. The preceding sentence along with other Sections hereof, including portions of Exhibit A, as amended herein, that should reasonably survive termination, shall survive any expiration or termination of this Project Addendum for any reason."

8. ***

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

9. Miscellaneous. Other than the specific terms and conditions expressly referenced above, this Amendment No. 2 shall not be construed to modify any term or condition of the Agreement or the Project Addendum, which will all otherwise remain unchanged and in full force and effect. This Amendment No. 2 may be executed in several counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. A signature received via facsimile or via email shall be as legally binding for all purposes as an original signature.

MDNH, INC.		**YELLOWPAGES.COM LLC d/b/a AT&T Interactive**	
By:	/s/ Brendhan Hight	By:	/s/ David Krantz
Name:	Brendhan Hight	Name:	David Krantz
Title:	President	Title:	President and CEO

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Attachment 1

***

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Exhibit 10.29

FORM OF NOTICE OF GRANT OF EXECUTIVE OFFICER STOCK OPTION
(PERFORMANCE-BASED)

To: _____ (the "Optionee")

As per the general terms and conditions set forth on this Stock Option Agreement (the "Agreement"), and the Amended and Restated 2003 Stock Incentive Plan, as amended to date (the "Plan"), Exhibit A and Exhibit B, respectively, which may be found at http://intranet.marchex.com, you have been granted an option (the "Option") to purchase the number of shares set forth below (the "Shares") of Class B Common Stock, $.01 par value per share (the "Common Stock") of Marchex, Inc. (the "Company"), for the aggregate Purchase Price set forth below (the "Purchase Price"), with the following specific terms and conditions:

Grant Date and Vesting Commencement Date:	_____
Exercise Price Per Share:	_____
Total Number of Shares Subject to Option:	_____
Total Purchase Price:	_____
Type of Option:	The Option shall be an incentive stock option to the extent permitted by the Internal Revenue Code of 1986, as amended, (the "Code"), and otherwise a nonqualified stock option.
Vesting Schedule:	Until otherwise terminated under the Plan or the Agreement and assuming the Optionee is employed by the Company or continues to work as a consultant for the Company on the applicable vesting date, one hundred percent (100%) of the aggregate amount of the Shares underlying this Option shall vest on the later of (a) the 12 (tranche a), 21 (tranche b) or 30 (tranche c) month anniversary of the Grant Date, and (b) the last day of the first 20 consecutive trading day period after the Grant Date during which the average closing price of the Company's Shares over such period is equal to or greater than $7.00 (tranche a), $8.00 (tranche b) or $9.00 (tranche c). Notwithstanding the foregoing, one hundred percent (100%) of the Shares underlying this Option not already vested as of the date thereof, shall become immediately vested upon the occurrence of both (a) a Change of Control, (b) followed by (i) a termination without cause of the Optionee's employment by the Company or any successor thereto, (ii) a Diminution in Duties with respect to the Optionee, or (iii) the 12 (tranche a), 21 (tranche b) or 30 (tranche c) month anniversary of the occurrence of the Change of Control. For the purposes hereof, "Change of Control" shall mean the occurrence of any of the following events, provided that the per-share value of the Company's Shares in such Change of Control transaction (except for subparagraph (ii) below) is equal to or greater than $7.00 (tranche a), $8.00 (tranche b) or $9.00 (tranche c): (i) an acquisition (other than directly from the Company) of any voting securities of the Company (the "Voting Securities") by any "Person" or "Group" (as such terms are used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) immediately after which such Person or Group has Beneficial Ownership (within the meaning of Rule l3d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting

power of the Company's then-outstanding Voting Securities; provided however, in determining whether or not a Change of Control has occurred. Voting Securities which are acquired in a "Non-Control Acquisition" (as hereinafter defined) shall not constitute an acquisition which would constitute a Change of Control. A "Non-Control Acquisition" shall mean an acquisition by (i) any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliate of the Company, (ii) the Company, (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined), or (iv) any holder of the Company's Class A Common Stock as of the date hereof;

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) the consummation of:

(a) A merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued, unless such merger, consolidation or reorganization is a "Non-Control Transaction". A "Non-Control Transaction" is a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued where:

A. the shareholders, of the Company immediately before such merger, consolidation, or reorganization, own, directly or indirectly, at least fifty-one percent (51%) of the combined voting power of the outstanding voting securities of the corporation resulting form such merger, consolidation or reorganization (the "Surviving Corporation") in substantially the same proportion as their ownership of the Voting Securities immediately before such merger, consolidation or reorganization,

B. the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such merger, consolidation or reorganization constitute at least a majority of the members of the board of directors of the Surviving Corporation or a corporation owning directly or indirectly fifty-one percent (51%) or more of the Voting Securities of the Surviving Corporation, and

C. no Person or Group, other than (i) the Company, (ii) any subsidiary of the Company, (iii) any employee benefit plan (or any trust forming a part thereof) maintained by the Company immediately prior to such merger, consolidation, or reorganization, or (iv) any holder of the Company's Class A Common Stock as of the date hereof, owns twenty percent (20%) or more of the combined voting power of the Surviving Corporation's then-outstanding voting securities; or

(b) a complete liquidation or dissolution of the Company; or

(c) the sale of disposition of all or substantially all of the assets of the Company to any Person.

Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change of Control would occur (but for the operation of this sentence) and after such acquisition of Voting Securities by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities, then a Change of Control shall occur.

For the purposes hereof, "Diminution in Duties" shall mean the occurrence of any of the following events without the Optionee's express written consent;

(i) a material diminution in the nature or scope of the Optionee's duties, responsibilities, authority, powers or functions as compared to the Optionee's duties, responsibilities, authority, powers or functions immediately prior to the Change of Control;

(ii) if the Optionee is no longer (a) an executive officer of a publicly-traded company, or (b) a Section 16 reporting person under the 1934 Act;

(iii) a reduction in the Optionee's Annual Salary; or

(iv) the relocation of Optionee's office at which he is to perform his duties and responsibilities hereunder to a location more than sixty (60) miles from Seattle, Washington.

Attorney's Fees:	In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. Except as otherwise permitted by Section 409A of the Code, any reimbursement to which Optionee is entitled pursuant to this paragraph shall (a) be paid no later than the last day of Optionee's taxable year following the taxable year in which the expense was incurred, (b) not be affected by the amount of expenses eligible for reimbursement in any other taxable year, and (c) not be subject to liquidation or exchange for another benefit.
Compliance with Section 409A:	The Company intends that income provided to Optionee pursuant to this Agreement will not be subject to taxation under Section 409A of the Code. The provisions of this Agreement shall be interpreted and construed in favor of satisfying any applicable requirements of Section 409A. However, the Company does not guarantee any particular tax effect for income provided to Optionee pursuant to this Agreement. In any event, except for the responsibility of the Company to withhold applicable income and employment taxes from compensation paid or provided to Optionee, the Company shall not be responsible for the payment of any applicable taxes incurred by Optionee on compensation paid or provided to Optionee pursuant to this Agreement.
Integrated Agreement:	This Grant Notice, the Agreement and the Plan, together with any employment, service or other agreement between the Optionee and the Company or an Affiliate applicable to the award, shall constitute the entire understanding and agreement of the Optionee and the Company or an Affiliate with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Optionee and the Company and its Affiliate with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of this Grant Notice, the Agreement and the Plan shall survive any exercise of the Option and shall remain in full force and effect.
Term/Expiration Date:	Ten (10) years from the date hereof or as set forth in Section 2.
Early Termination:	As set forth in Section 2 of the Agreement (but in no event later than the Expiration Date).

By the signatures set forth below, you and the Company agree that this Option is granted under and governed by the terms and conditions of this Agreement and the Plan, which is made a part of this document.

OPTIONEE:

Signature

Print Name

Social Security Number

Date ***(Required Field)***

MARCHEX, INC.

Name:

Title:

EXHIBIT A

Stock Option Agreement

EXHIBIT B

Marchex, Inc. Amended and Restated 2003 Stock Incentive Plan, as amended to date

FORM OF NOTICE OF GRANT OF EXECUTIVE OFFICER STOCK OPTION
(TIME-BASED)

To: _____ (the "Optionee")

As per the general terms and conditions set forth on this Stock Option Agreement (the "Agreement"), and the Amended and Restated 2003 Stock Incentive Plan, as amended to date (the "Plan"), Exhibit A and Exhibit B, respectively, which may be found at http://intranet.marchex.com, you have been granted an option (the "Option") to purchase the number of shares set forth below (the "Shares") of Class B Common Stock, $.01 par value per share (the "Common Stock") of Marchex, Inc. (the "Company"), for the aggregate Purchase Price set forth below (the "Purchase Price"), with the following specific terms and conditions:

Grant Date and Vesting Commencement Date:	_____
Exercise Price Per Share:	_____
Total Number of Shares Subject to Option:	_____
Total Purchase Price:	_____
Type of Option:	The Option shall be an incentive stock option to the extent permitted by the Internal Revenue Code of 1986, as amended, (the "Code"), and otherwise a nonqualified stock option.
Vesting Schedule:	Until otherwise terminated under the Plan or the Agreement and assuming the Optionee is employed by the Company or continues to work as a consultant for the Company on the applicable vesting date, the Shares underlying this Option shall vest in accordance with the following vesting schedule: 25% of the Shares underlying this Option shall vest on the first annual anniversary of the Grant Date and 1/12th of the remainder shall vest quarterly thereafter for the following three years in equal increments and according to such other conditions as are set forth in the Agreement and the Plan. Notwithstanding the foregoing, one hundred percent (100%) of the Shares underlying this Option not already vested as of the date thereof, shall become immediately vested upon the occurrence of both (a) a Change of Control, (b) followed by (i) a termination without cause of the Optionee's employment by the Company or any successor thereto, (ii) a Diminution in Duties with respect to the Optionee, or (iii) the 12 month anniversary of the occurrence of the Change of Control. For the purposes hereof, "Change of Control" shall mean the occurrence of any of the following events: (i) an acquisition (other than directly from the Company) of any voting securities of the Company (the "Voting Securities") by any "Person" or "Group" (as such terms are used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) immediately after which such Person or Group has Beneficial Ownership (within the meaning of Rule l3d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the Company's then-outstanding Voting

Securities; provided however, in determining whether or not a Change of Control has occurred. Voting Securities which are acquired in a "Non-Control Acquisition" (as hereinafter defined) shall not constitute an acquisition which would constitute a Change of Control. A "Non-Control Acquisition" shall mean an acquisition by (i) any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliate of the Company, (ii) the Company, (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined), or (iv) any holder of the Company's Class A Common Stock as of the date hereof;

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) the consummation of:

(a) A merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued, unless such merger, consolidation or reorganization is a "Non-Control Transaction". A "Non-Control Transaction" is a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued where:

A. the shareholders, of the Company immediately before such merger, consolidation, or reorganization, own, directly or indirectly, at least fifty-one percent (51%) of the combined voting power of the outstanding voting securities of the corporation resulting form such merger, consolidation or reorganization (the "Surviving Corporation") in substantially the same proportion as their ownership of the Voting Securities immediately before such merger, consolidation or reorganization,

B. the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such merger, consolidation or reorganization constitute at least a majority of the members of the board of directors of the Surviving Corporation or a corporation owning directly or indirectly fifty-one percent (51%) or more of the Voting Securities of the Surviving Corporation, and

C. no Person or Group, other than (i) the Company, (ii) any subsidiary of the Company, (iii) any employee benefit plan (or any trust forming a part thereof) maintained by the Company immediately prior to such merger, consolidation, or reorganization, or (iv) any holder of the Company's Class A Common Stock as of the date hereof, owns twenty percent (20%) or more of the combined voting power of the Surviving Corporation's then-outstanding voting securities; or

(b) a complete liquidation or dissolution of the Company; or

(c) the sale of disposition of all or substantially all of the assets of the Company to any Person.

Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change of Control would occur (but for the operation of this sentence) and after such acquisition of Voting Securities by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities, then a Change of Control shall occur.

For the purposes hereof, "Diminution in Duties" shall mean the occurrence of any of the following events without the Optionee's express written consent;

(i) a material diminution in the nature or scope of the Optionee's duties, responsibilities, authority, powers or functions as compared to the Optionee's duties, responsibilities, authority, powers or functions immediately prior to the Change of Control;

(ii) if the Optionee is no longer (a) an executive officer of a publicly-traded company, or (b) a Section 16 reporting person under the 1934 Act;

(iii) a reduction in the Optionee's Annual Salary; or

(iv) the relocation of Optionee's office at which he is to perform his duties and responsibilities hereunder to a location more than sixty (60) miles from Seattle, Washington.

There shall be no proportionate or partial vesting in the periods prior to the applicable vesting dates and all vesting shall occur only on the appropriate vesting date. The Compensation Committee may, in its sole discretion, provide for accelerated vesting of the Shares underlying this Option at any time.

Attorney's Fees:	In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. Except as otherwise permitted by Section 409A of the Code, any reimbursement to which Optionee is entitled pursuant to this paragraph shall (a) be paid no later than the last day of Optionee's taxable year following the taxable year in which the expense was incurred, (b) not be affected by the amount of expenses eligible for reimbursement in any other taxable year, and (c) not be subject to liquidation or exchange for another benefit.
Compliance with Section 409A:	The Company intends that income provided to Optionee pursuant to this Agreement will not be subject to taxation under Section 409A of the Code. The provisions of this Agreement shall be interpreted and construed in favor of satisfying any applicable requirements of Section 409A. However, the Company does not guarantee any particular tax effect for income provided to Optionee pursuant to this Agreement. In any event, except for the responsibility of the Company to withhold applicable income and employment taxes from compensation paid or provided to Optionee, the Company shall not be responsible for the payment of any applicable taxes incurred by Optionee on compensation paid or provided to Optionee pursuant to this Agreement.
Integrated Agreement:	This Grant Notice, the Agreement and the Plan, together with any employment, service or other agreement between the Optionee and the Company or an Affiliate applicable to the award, shall constitute the entire understanding and agreement of the Optionee and the Company or an Affiliate with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Optionee and the Company and its Affiliate with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of this Grant Notice, the Agreement and the Plan shall survive any exercise of the Option and shall remain in full force and effect.
Term/Expiration Date:	Ten (10) years from the date hereof or as set forth in Section 2.
Early Termination:	As set forth in Section 2 of the Agreement (but in no event later than the Expiration Date).

By the signatures set forth below, you and the Company agree that this Option is granted under and governed by the terms and conditions of this Agreement and the Plan, which is made a part of this document.

OPTIONEE:

Signature

Print Name

Social Security Number

Date ***(Required Field)***

MARCHEX, INC.

Name:

Title:

EXHIBIT A

Stock Option Agreement

EXHIBIT B

Marchex, Inc. Amended and Restated 2003 Stock Incentive Plan, as amended to date

Exhibit 10.31

FORM OF NOTICE OF GRANT OF EXECUTIVE OFFICER RESTRICTED STOCK UNITS

The Participant has been granted an award of Restricted Stock Units (the *"**Award**"*) pursuant to the Marchex, Inc. 2003 Amended and Restated Stock Incentive Plan, as amended to date (the *"**Plan**"*), each of which represents the right to receive on the applicable Settlement Date one (1) Share common stock of Marchex, Inc. (the *"**Company**"*), as follows:

Participant: _____

Grant Date: _____

Number of Restricted Stock Units: _____, subject to adjustment as provided by the Restricted Stock Units Agreement.

Settlement Date: For each Restricted Stock Unit, except as otherwise provided by the Restricted Stock Units Agreement, the date on which such unit becomes a Vested Unit in accordance with the vesting schedule set forth below.

Vested Units: Except as provided by the Restricted Stock Units Agreement and provided that the Participant's service has not terminated prior to the relevant date, the Restricted Stock Units will be deemed to become Vested Units as follows:

One hundred percent (100%) of the aggregate amount of the Restricted Stock Units shall vest on the later of (a) the 12 (tranche a), 21 (tranche b) or 30 (tranche c) month anniversary of the Grant Date, and (b) the last day of the first 20 consecutive trading day period after the Grant Date during which the average closing price of the Company's Shares over such period is equal to or greater than $7.00 (tranche a), $8.00 (tranche b) or $9.00 (tranche c). Notwithstanding the foregoing, one hundred percent (100%) of the Restricted Stock Units not already vested as of the date thereof, shall become immediately vested upon the occurrence of both (a) a Change of Control, (b) followed by (i) a termination without cause of the Participant's employment by the Company or any successor thereto, (ii) a Diminution in Duties with respect to the Participant, or (iii) the 12 (tranche a), 21 (tranche b) or 30 (tranche c) month anniversary of the occurrence of the Change of Control.

For the purposes hereof, "Change of Control" shall mean the occurrence of any of the following events, provided that the per-share value of the Company's Shares in such Change of Control transaction (except for subparagraph (ii) below) is equal to or greater than $7.00 (tranche a), $8.00 (tranche b) or $9.00 (tranche c):

(i) an acquisition (other than directly from the Company) of any voting securities of the Company (the "Voting Securities") by any "Person" or "Group" (as such terms are used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) immediately after which such Person or Group has Beneficial Ownership (within the meaning of Rule l3d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the Company's then-outstanding Voting Securities; provided, however, in determining whether or not a Change of Control has occurred, Voting Securities which are acquired in a "Non-Control Acquisition" (as hereinafter defined) shall not constitute an acquisition which would constitute a Change of Control. A "Non-Control Acquisition" shall mean an acquisition by (i) any employee benefit plan (or related trust) sponsored or maintained by

the Company or any affiliate of the Company, (ii) the Company, (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined), or (iv) any holder of the Company's Class A Common Stock as of the date hereof;

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) the consummation of:

(a) A merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued, unless such merger, consolidation or reorganization is a "Non-Control Transaction". A "Non-Control Transaction" is a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued where:

A. the shareholders, of the Company immediately before such merger, consolidation, or reorganization, own, directly or indirectly, at least fifty-one percent (51%) of the combined voting power of the outstanding voting securities of the corporation resulting form such merger, consolidation or reorganization (the "Surviving Corporation") in substantially the same proportion as their ownership of the Voting Securities immediately before such merger, consolidation or reorganization,

B. the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such merger, consolidation or reorganization constitute at least a majority of the members of the board of directors of the Surviving Corporation or a corporation owning directly or indirectly fifty-one percent (51%) or more of the Voting Securities of the Surviving Corporation, and

C. no Person or Group, other than (i) the Company, (ii) any subsidiary of the Company, (iii) any employee benefit plan (or any trust forming a part thereof) maintained by the Company immediately prior to such merger, consolidation, or reorganization, or (iv) any holder of the Company's Class A Common Stock as of the date hereof, owns twenty percent (20%) or more of the combined voting power of the Surviving Corporation's then-outstanding voting securities; or

(b) a complete liquidation or dissolution of the Company; or

(c) the sale of disposition of all or substantially all of the assets of the Company to any Person.

Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change of Control would occur (but for the operation of this sentence) and after such acquisition of Voting Securities by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities, then a Change of Control shall occur.

For the purposes hereof, "Diminution in Duties" shall mean the occurrence of any of the following events without the Participant's express written consent;

(i) a material diminution in the nature or scope of the Participant's duties, responsibilities, authority, powers or functions as compared to the Participant's duties, responsibilities, authority, powers or functions immediately prior to the Change of Control;

(ii) if the Participant is no longer (a) an executive officer of a publicly-traded company, or (b) a Section 16 reporting person under the 1934 Act;

(iii) a reduction in the Participant's Annual Salary; or

(iv) the relocation of Participant's office at which he is to perform his duties and responsibilities hereunder to a location more than sixty (60) miles from Seattle, Washington.

There shall be no proportionate or partial vesting in the periods prior to the applicable vesting dates and all vesting shall occur only on the appropriate vesting date. The Compensation Committee may, in its sole discretion, provide for accelerated vesting of the Restricted Stock Units at any time.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Award is governed by this Notice and by the provisions of the Plan and the Restricted Stock Units Agreement, both of which are made a part of this document. The Participant acknowledges that copies of the Plan, Restricted Stock Units Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Plan and Restricted Stock Units Agreement, and hereby accepts the Award subject to all of their terms and conditions.

MARCHEX, INC.

By: _____

Its: _____

Address: 520 Pike Street, Suite 2000
Seattle, WA 98101

PARTICIPANT

_____
Signature

_____
Date

_____
Address

_____

ATTACHMENTS: 2003 Amended and Restated Stock Incentive Plan, as amended to date; Restricted Stock Units Agreement and Plan Prospectus

Exhibit 10.32

FORM OF EXECUTIVE OFFICER
RESTRICTED STOCK AGREEMENT

This Restricted Stock Agreement (the "Agreement") is entered into this 11th day of May, 2010 between Marchex, Inc., a Delaware corporation (the "Company") and _____ (the "Participant").

WITNESSETH:

WHEREAS, the Compensation Committee of the Company has agreed to grant to the Participant, _____ shares of the Company's Class B common stock, par value $0.01 per share (the "Shares" or "Common Stock") in accordance with the terms and conditions of the Company's 2003 Amended and Restated Stock Incentive Plan, as amended to date (the "Plan"); and

WHEREAS, the Shares are subject to certain restrictions; and

WHEREAS, a condition to the grant of the Shares to the Participant is that the Participant execute this Agreement.

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

1. Grant of Shares. Subject to the terms, conditions and restrictions of the Plan and this Agreement, the Company hereby awards to the Participant, _____ Shares on May 11, 2010 (the "Grant Date"). To the extent required by law, the Participant shall pay the Company the par value ($0.01) (the "Purchase Price") for each Share awarded to the Participant simultaneously with the execution of this Agreement in cash or cash equivalents payable to the order of the Company. Pursuant to the Plan and Section 4 of this Agreement, the Shares are subject to certain restrictions, which restrictions shall expire in accordance with the provisions of the Plan and Section 4 hereof. While such restrictions are in effect, the Shares subject to such restrictions shall be referred to herein as "Restricted Stock", and Shares as to which such restrictions have expired shall be referred to herein as "Vested Shares."

2. Right to Repurchase Upon Termination of Employment Relationship. In the event Participant's employment relationship with the Company terminates, for any reason whatsoever, whether due to voluntary or involuntary action, death, disability or otherwise, the Company shall have the right to repurchase at the original price paid therefor all or any portion of the Restricted Stock, which right may be exercised at any time and from time to time within ninety (90) days after the date of such termination.

3. Exercise of Right of Repurchase. The Company may exercise its right of repurchase by providing written notice to the Participant stating the number of Shares of Restricted Stock to be repurchased, the aggregate price to be paid (the "Repurchase Price") and the date (the "Repurchase Date") such repurchase shall occur (which shall be a date not fewer than ten (10) and not more than thirty (30) days from the date of such notice). On the

Repurchase Date, the Company shall deliver the Repurchase Price to the Participant, by check or wire of immediately available funds, against delivery of the certificate or certificates representing the Shares to be repurchased and duly endorsed stock powers.

4. Vesting of Shares. So long as the Participant continues to remain as an employee of the Company, the Shares will be deemed to become "Vested Shares" as follows: 25% of the total Shares shall vest on each of the first, second, third and fourth annual anniversaries, respectively, of the Grant Date such that the Shares shall be vested in full on the fourth anniversary of the Grant Date. One hundred percent (100%) of the Shares not already vested as of the date thereof, shall become immediately vested upon the occurrence of both (a) a Change of Control, (b) followed by (i) a termination without cause of the Participant's employment by the Company or any successor thereto, (ii) a Diminution in Duties with respect to the Participant, or (iii) the 12 month anniversary of the occurrence of the Change of Control.

For the purposes hereof, "Change of Control" shall mean the occurrence of any of the following events:

(i) an acquisition (other than directly from the Company) of any voting securities of the Company (the "Voting Securities") by any "Person" or "Group" (as such terms are used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) immediately after which such Person or Group has Beneficial Ownership (within the meaning of Rule l3d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the Company's then-outstanding Voting Securities; provided, however, in determining whether or not a Change of Control has occurred, Voting Securities which are acquired in a "Non-Control Acquisition" (as hereinafter defined) shall not constitute an acquisition which would constitute a Change of Control. A "Non-Control Acquisition" shall mean an acquisition by (i) any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliate of the Company, (ii) the Company, (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined), or (iv) any holder of the Company's Class A Common Stock as of the date hereof;

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) the consummation of:

(a) A merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued, unless such merger, consolidation or reorganization is a "Non-Control Transaction". A "Non-Control Transaction" is a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued where:

A. the shareholders, of the Company immediately before such merger, consolidation, or reorganization, own, directly or indirectly, at least fifty-one percent (51%) of the combined voting power of the outstanding voting securities of the corporation resulting form such merger, consolidation or reorganization (the "Surviving Corporation") in substantially the same proportion as their ownership of the Voting Securities immediately before such merger, consolidation or reorganization,

B. the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such merger, consolidation or reorganization constitute at least a majority of the members of the board of directors of the Surviving Corporation or a corporation owning directly or indirectly fifty-one percent (51%) or more of the Voting Securities of the Surviving Corporation, and

C. no Person or Group, other than (i) the Company, (ii) any subsidiary of the Company, (iii) any employee benefit plan (or any trust forming a part thereof) maintained by the Company immediately prior to such merger, consolidation, or reorganization, or (iv) any holder of the Company's Class A Common Stock as of the date hereof, owns twenty percent (20%) or more of the combined voting power of the Surviving Corporation's then-outstanding voting securities; or

(b) a complete liquidation or dissolution of the Company; or

(c) the sale of disposition of all or substantially all of the assets of the Company to any Person.

Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided

that if a Change of Control would occur (but for the operation of this sentence) and after such acquisition of Voting Securities by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities, then a Change of Control shall occur.

For the purposes hereof, "Diminution in Duties" shall mean the occurrence of any of the following events without the Participant's express written consent;

(i) a material diminution in the nature or scope of the Participant's duties, responsibilities, authority, powers or functions as compared to the Participant's duties, responsibilities, authority, powers or functions immediately prior to the Change of Control;

(ii) if the Participant is no longer (a) an executive officer of a publicly-traded company, or (b) a Section 16 reporting person under the 1934 Act;

(iii) a reduction in the Participant's Annual Salary; or

(iv) the relocation of Participant's office at which he is to perform his duties and responsibilities hereunder to a location more than sixty (60) miles from Seattle, Washington.

There shall be no proportionate or partial vesting in the periods prior to the applicable vesting dates and all vesting shall occur only on the appropriate vesting date. The Compensation Committee may, in its sole discretion, provide for accelerated vesting of the Shares at any time.

5. Transfers. No Participant shall, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage, encumber or dispose of (either voluntarily or by operation of law or otherwise) all or any of his Restricted Stock (or any interest therein or any option, warrant or other right with respect thereto).

6. Rights as a Holder of Restricted Stock. From and after the Grant Date, the Participant shall have, with respect to the Restricted Stock, all of the rights of a holder of shares of Common Stock, including, without limitation, the right to receive and retain all regular cash dividends payable to holders of shares of record on and after the Grant Date (although such dividends will be treated, to the extent required by applicable law, as additional compensation for tax purposes), voting rights and to exercise all other rights, powers and privileges of a holder of shares with respect to the Restricted Stock, with the exceptions that (i) the Participant shall not be entitled to delivery of the stock certificate or certificates representing the Restricted Stock until such shares are no longer Restricted Stock; and (ii) the Company (or its designated agent) will retain custody of the stock certificate or certificates representing the Restricted Stock.

7. Taxes; Section 83(b) Election. The Participant acknowledges that (i) no later than the date on which any Restricted Stock shall have become vested or upon the filing of an election under Section 83(b) as provided below, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to any Restricted Stock which shall have become so vested; and (ii) the Company shall, to the extent permitted by law, have the right to

deduct from any payment of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to any Restricted Stock which shall have become so vested or other withholding taxes that are required by law, including that the Company may, but shall not be required to, sell a number of Shares sufficient to cover applicable withholding taxes. Subject to the Participant's compliance with the Company's policy on Insider Trading (as in effect from time to time), the Participant may elect to pay the Company his or her obligations for the payment of such taxes through a special sale and remittance procedure commonly referred to as a *"cashless exercise" or "sell to cover"* transaction pursuant to which the Participant shall concurrently provide irrevocable written instructions: (i) to the Company's designated stock plan administrator to effect the immediate sale of a sufficient number of the Shares acquired upon the vesting of the Shares to enable the Company's designated stock plan administrator to remit, out of the sales proceeds available upon the settlement date, sufficient funds to the Company to cover all applicable federal, state and local income and employment taxes required to be withheld by the Company by reason of such vesting and/or sale; and (ii) to the Company to deliver any certificate(s) or other evidence of ownership for such sold Shares directly to the Company's designated stock plan administrator in order to complete the sale transaction. The Participant also acknowledges that it is his or her sole responsibility, and not the Company's, to file timely and properly any election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and any corresponding provisions of state tax laws, if the Participant wishes to utilize such election.

8. Legend. In the event that a certificate evidencing Restricted Stock is issued, the certificate representing the Shares shall have endorsed thereon the following legend:

"THE ANTICIPATION, ALIENATION, ATTACHMENT, SALE, TRANSFER, ASSIGNMENT, PLEDGE, ENCUMBRANCE OR CHARGE OF THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF THE MARCHEX, INC. (THE "COMPANY") 2003 AMENDED AND RESTATED STOCK INCENTIVE PLAN, AS AMENDED TO DATE (THE "PLAN") AND AN AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND THE COMPANY DATED AS OF THE 11th DAY OF MAY, 2010. COPIES OF SUCH PLAN AND AGREEMENT ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

9. Recapitalizations, Reorganizations, Changes in Control and the Like. Adjustments and certain other matters relating to recapitalizations, reorganizations, sale of the assets of the Company, changes in control and the like shall be made and determined in accordance with Section 16 of the Plan, as in effect on the date of this Agreement.

10. Failure to Deliver Shares. If the Participant becomes obligated to sell any Shares to the Company under this Agreement and fails to deliver such Shares in accordance with the terms of this Agreement, the Company may, at its option, in addition to all other remedies it may have, send to the defaulting Participant the Purchase Price for such Shares as is herein specified. Thereupon, the Company, upon written notice to the defaulting Participant, shall cancel on its books the certificate or certificates representing the Shares to be sold, and all of the defaulting Participant's rights in and to such Shares shall terminate.

11. Specific Enforcement. The Participant expressly agrees that the Company may be irreparably damaged if this Agreement is not specifically enforced. Upon a breach or threatened breach of the terms, covenants and/or conditions of this Agreement by Participant, the Company shall, in addition to all other remedies, each be entitled to apply for a temporary or permanent injunction, and/or a decree for specific performance, in accordance with the provisions hereof.

12. No Special Employment or Other Contract Rights. Nothing contained in this Agreement shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment relationship of the Participant for the period within which the Shares shall vest.

13. Attorneys-in-Fact. Each Participant hereby irrevocably appoints each person who may from time to time serve as Chief Executive Officer, Chief Financial Officer or General Counsel of the Company as his or her attorney-in-fact with specific authority to execute, acknowledge, swear to, file, and deliver all consents, elections, instruments, certificates, and other documents and to take any other action requisite to carrying out the intention and purpose of this Agreement.

14. Provisions of Plan Control. This Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Compensation Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. A copy of the Plan has been delivered to the Participant. If and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly. Unless otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. This Agreement and the Plan, together with any employment, service or other agreement between the Participant and the Company or an Affiliate applicable to the award, shall constitute the entire understanding and agreement of the Participant and the Company or an Affiliate with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Company and its Affiliate with respect to such subject matter other than those as set forth or provided for herein or therein.

15. Governing Law; Successors and Assigns. This Agreement shall be governed by the internal and substantive laws of the State of Delaware without giving effect to the conflicts of laws principles thereof and, except as otherwise provided herein, shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the parties. Each party hereby consents to the personal jurisdiction of the State of Delaware, acknowledges that venue is proper in any state or Federal court in the State of Delaware, agrees that any action related to this Agreement must be brought in a state or Federal court in the State of Delaware and waives any objection that may exist, now or in the future, with respect to any of the foregoing.

16. Attorney’s Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and

expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. Except as otherwise permitted by the requirements of Section 409A of the Code, and the Treasury Regulations issued thereunder ("Section 409A"), any reimbursement to which Participant is entitled pursuant to this Section 17 shall (a) be paid no later than the last day of Participant's taxable year following the taxable year in which the expense was incurred, (b) not be affected by the amount of expenses eligible for reimbursement in any other taxable year, and (c) not be subject to liquidation or exchange for another benefit.

17. Notices. Any notices or other communications required to be given hereunder shall be given by hand delivery or by first class mail with all fees prepaid and addressed, if to the Company, to it at its principal place of business, Attn: General Counsel, and if to Participant, to him, her or it at the address set forth in the signature page hereto.

18. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

19. Captions. Captions are for convenience only and are not deemed to be part of this Agreement.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Compliance with Section 409A. The Company intends that income provided to Participant pursuant to this Agreement will not be subject to taxation under Section 409A. The provisions of this Agreement shall be interpreted and construed in favor of satisfying any applicable requirements of Section 409A. However, the Company does not guarantee any particular tax effect for income provided to Participant pursuant to this Agreement. In any event, except for the responsibility of the Company to withhold applicable income and employment taxes from compensation paid or provided to Participant, the Company shall not be responsible for the payment of any applicable taxes incurred by Participant on compensation paid or provided to Participant pursuant to this Agreement.

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MARCHEX, INC.

Restricted Stock Agreement

Counterpart Signature Page

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal of the date and year first above written.

COMPANY:

MARCHEX, INC.

By: _____
Name:
Title:

PARTICIPANT:

_____
Name:

Address:

Exhibit 10.33

FORM OF EXECUTIVE OFFICER
RESTRICTED STOCK UNITS AGREEMENT

Marchex, Inc. has granted to the Participant named in the *Notice of Grant of Restricted Stock Units* (the "***Grant Notice***") to which this Restricted Stock Units Agreement (the "***Agreement***") is attached an award (the "***Award***") consisting of Restricted Stock Units (the "***Units***") subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Marchex, Inc. 2003 Amended and Restated Stock Incentive Plan, as amended to the Grant Date (the "***Plan***"), the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Grant Notice, this Agreement, the Plan and a prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of the Shares issuable pursuant to the Award (the "***Plan Prospectus***"), (b) accepts the Award subject to all of the terms and conditions of the Grant Notice, this Agreement and the Plan, and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Agreement or the Plan.

1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned in the Grant Notice or the Plan.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2. **ADMINISTRATION.**

All questions of interpretation concerning the Grant Notice, this Agreement and the Plan shall be determined by the Committee. All determinations by the Committee shall be final and binding upon all persons having an interest in the Award as provided by the Plan. Any officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, or election.

3. **THE AWARD.**

3.1 **Grant of Units.** On the Grant Date, the Participant shall acquire, subject to the provisions of this Agreement, the Number of Restricted Stock Units set forth in the Grant Notice, subject to adjustment as provided in Section 9. Each Unit represents a right to receive on a date determined in accordance with the Grant Notice and this Agreement one (1) Share.

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the Units or /s issued upon settlement of the Units, the consideration for which shall be past services actually rendered and/or future services to be rendered to the Company or an Affiliate or for its benefit. Notwithstanding the foregoing, if required by applicable state corporate law, the Participant shall furnish consideration in the form of cash or past services rendered having a value not less than the par value of the Shares issued upon settlement of the Units.

4. **VESTING OF UNITS.**

The Units shall vest and become Vested Units as provided in the Grant Notice.

5. **COMPANY REACQUISITION RIGHT.**

5.1 **Grant of Company Reacquisition Right.** Except to the extent otherwise provided in an employment agreement between the Company or an Affiliate and the Participant, in the event that the Participant's service to the Company and its Affiliates terminates for any reason or no reason, with or without cause, the Participant shall forfeit and the Company shall automatically reacquire all Units which are not, as of the time of such termination, Vested Units (***"Unvested Units"***), and the Participant shall not be entitled to any payment therefor (the ***"Company Reacquisition Right"***).

5.2 **Adjustments.** Upon the occurrence of any adjustment upon a change in the capital structure of the Company as described in Paragraph 16 of the Plan, any and all new, substituted or additional securities or other property to which the Participant is entitled by reason of the Participant's Unvested Units shall be immediately subject to the Company Reacquisition Right and included in the terms "Units" and "Unvested Units" for all purposes of the Company Reacquisition Right with the same force and effect as the Unvested Units immediately prior to the adjustment.

6. **SETTLEMENT OF THE AWARD.**

6.1 **Issuance of Shares of Stock.** Subject to the provisions of Sections 6.3 and 6.4 below, the Company shall issue to the Participant on the Settlement Date with respect to each Vested Unit to be settled on such date one (1) Share. Shares issued in settlement of Units shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 6.4, Section 7 or the Company's Insider Trading Policy.

6.2 **Beneficial Ownership of Shares; Certificate Registration.** The Participant hereby authorizes the Company, in its sole discretion, to deposit for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice any or all Shares acquired by the Participant pursuant to the settlement of the Award. Except as provided by the preceding sentence, a certificate for the Shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

6.3 **Postponement of Settlement Date.** Notwithstanding the provisions set forth in Section 6.1, in the event that a Settlement Date would occur on a date on which a sale by the Participant of the Shares to be issued in settlement of the Units on such Settlement Date would violate the Insider Trading Policy of the Company, such Settlement Date shall be postponed until the first to occur of (a) the next business day on which a sale by the Participant of such Shares would not violate the Insider Trading Policy; and (b) March 15th of the calendar year following the calendar year in which the Vesting Date occurred.

6.4 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of Shares upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No Shares may be issued hereunder if the issuance of such Shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any Shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

6.5 **Fractional Shares.** The Company shall not be required to issue fractional Shares upon the settlement of the Award.

7. **TAX WITHHOLDING.**

7.1 **In General.** At the time the Grant Notice is executed, or at any time thereafter as requested by the Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliates), if any, which arise in connection with the Award, the vesting of Units or the issuance of Shares in settlement thereof. The Company shall have no obligation to deliver Shares until such tax withholding obligations have been satisfied by the Participant.

7.2 **Assignment of Sale Proceeds; Payment of Tax Withholding by Check.** Subject to compliance with applicable law and the Company's Insider Trading Policy, the Company may permit the Participant to satisfy the tax withholding obligations in accordance with procedures established by the Company providing for either (i) delivery by the Participant to the Company or a broker approved by the Company of properly executed instructions, in a form approved by the Company, providing for the assignment to the Company of the proceeds of a sale with respect to some or all of the Shares being acquired upon settlement of Units, or (ii) payment by check. The Participant shall deliver written notice of any such permitted election to the Company on a form specified by the Company for this purpose at least thirty (30) days (or such other period established by the Company) prior to such Settlement Date. If the Participant

elects payment by check, the Participant agrees to deliver a check for the full amount of the required tax withholding to the Company (or its Affiliates, if applicable) on or before the third business day following the Settlement Date. If the Participant elects to payment by check but fails to make such payment as required by the preceding sentence, the Company is hereby authorized, at its discretion, to satisfy the tax withholding obligations through any means authorized by this Section 7, including by directing a sale for the account of the Participant of some or all of the Shares being acquired upon settlement of Units from which the required taxes shall be withheld, by withholding from payroll and any other amounts payable to the Participant or by withholding Shares in accordance with Section 7.3.

7.3 **Withholding in Shares.** The Company may require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award a number of whole Shares having a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates.

8. **EFFECT OF CORPORATE TRANSACTION ON AWARD.**

In the event of a Corporate Transaction, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the "***Acquiror***"), may, without the consent of the Participant, assume or continue the Company's rights and obligations with respect to all or any portion of the outstanding Units or substitute for all or any portion of the outstanding Units substantially equivalent rights with respect to the Acquiror's stock. For purposes of this Section, a Unit shall be deemed assumed if, following the Corporate Transaction, the Unit confers the right to receive, subject to the terms and conditions of the Plan and this Agreement, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Corporate Transaction was entitled; provided, however, that if such consideration is not solely common stock of the Acquiror, the Committee may, with the consent of the Acquiror, provide for the consideration to be received upon settlement of the Unit to consist solely of common stock of the Acquiror equal in Fair Market Value to the per share consideration received by holders of Shares pursuant to the Corporate Transaction. Any Unit or portion thereof which is neither assumed or continued by the Acquiror in connection with the Corporate Transaction shall terminate and cease to be outstanding effective as of the consummation of the Corporate Transaction.

9. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

Subject to any required action by the stockholders of the Company and, to the extent applicable, the requirements of Section 409A of the Code to the extent applicable, in the event of any change in the Shares effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Shares (excepting normal cash dividends) that has a material

effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number of Units subject to the Award and/or the number and kind of Shares to be issued in settlement of the Award, in order to prevent dilution or enlargement of the Participant's rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any fractional Share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Committee, and its determination shall be final, binding and conclusive.

10. **RIGHTS AS A STOCKHOLDER OR EMPLOYEE.**

The Participant shall have no rights as a stockholder with respect to any Shares which may be issued in settlement of this Award until the date of the issuance of a certificate for such Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate is issued, except as provided in Section 9. If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between the Company or an Affiliate and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the service of the Company or an Affiliate or interfere in any way with any right of the Company or an Affiliate to terminate the Participant's service at any time.

11. **LEGENDS.**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing Shares issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to this Award in the possession of the Participant in order to carry out the provisions of this Section.

12. **MISCELLANEOUS PROVISIONS.**

12.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or this Agreement at any time; provided, however that except as provided in Section 8 in connection with a Corporate Transaction, no such termination or amendment may adversely affect the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A of the Code. No amendment or addition to this Agreement shall be effective unless in writing.

12.2 **Nontransferability of the Award.** Prior to the issuance of Shares on the applicable Settlement Date, neither this Award nor any Units subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

12.3 **Further Instruments.** The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

12.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

12.5 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company or an Affiliate, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address shown below that party's signature to the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) **Description of Electronic Delivery.** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) **Consent to Electronic Delivery.** The Participant acknowledges that the Participant has read Section 12.5(a) of this Agreement and consents to the electronic delivery of the Plan documents and Grant Notice, as described in Section 12.5(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 12.5(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 12.5(a).

12.6 **Integrated Agreement.** The Grant Notice, this Agreement and the Plan, together with any employment, service or other agreement between the Participant and the Company or an Affiliate applicable to the Award, shall constitute the entire understanding and agreement of the Participant and the Company or an Affiliate with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Company and its Affiliate with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of the Grant Notice, this Agreement and the Plan shall survive any settlement of the Award and shall remain in full force and effect.

12.7 **Attorneys-in-Fact.** Each Participant hereby irrevocably appoints each person who may from time to time serve as Chief Executive Officer, Chief Financial Officer or General Counsel of the Company as his or her attorney-in-fact with specific authority to execute, acknowledge, swear to, file, and deliver all consents, elections, instruments, certificates, and other documents and to take any other action requisite to carrying out the intention and purpose of this Agreement.

12.8 **Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

12.9 **Captions.** Captions are for convenience only and are not deemed to be part of this Agreement.

12.10 **Attorney's Fees.** In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. Except as otherwise permitted by the requirements of Section 409A of the Code, and the Treasury Regulations issued thereunder ("***Section 409A***"), any reimbursement to which Participant is entitled hereby shall (a) be paid no later than the last day of Participant's taxable year following the taxable year in which the expense was incurred, (b) not be affected by the amount of expenses eligible for reimbursement in any other taxable year, and (c) not be subject to liquidation or exchange for another benefit.

12.11 **Compliance with Section 409A.** The Company intends that income provided to Participant pursuant to this Agreement will not be subject to taxation under Section 409A. The provisions of this Agreement shall be interpreted and construed in favor of satisfying any applicable requirements of Section 409A. However, the Company does not guarantee any particular tax effect for income provided to Participant pursuant to this Agreement. In any event, except for the responsibility of the Company to withhold applicable income and employment

taxes from compensation paid or provided to Participant, the Company shall not be responsible for the payment of any applicable taxes incurred by Participant on compensation paid or provided to Participant pursuant to this Agreement.

12.12 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the internal substantive laws of the Sate of Delaware.

12.13 **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Execution Copy Contract #1-8196149-1

AMENDMENT NO. 1
TO
YAHOO! PUBLISHER NETWORK SERVICE ORDER

THIS AMENDMENT No. 1 (this "Amendment No. 1") is made and entered into as of September 25, 2007 by Overture Services, Inc. ("OSI") and Overture Search Services (Ireland) Limited ("OSSIL" and collectively with OSI, "Overture"), on the one hand, and MDNH, Inc. and MDNH International Ltd (collectively, "Publisher"), on the other hand, and amends the Yahoo! Publisher Network Service Order #1-8196149 between Overture and Publisher entered into as of August 7, 2007 (the "Agreement").

In consideration of mutual covenants and conditions, the receipt and sufficiency of which are hereby acknowledged, Publisher and Overture hereby agree as follows:

1. The Agreement is hereby amended to add the following after Section C of Attachment A to the Agreement:

"D. Additional Requirements for Graphics

1. Implementations. Publisher may display (a) non-clickable mouse-over images displaying the homepage of an Advertiser's website in connection with Domain Match Results displayed on a results page ("Mouse-over Images") and/or (b) Hyperlinks in the form of clickable graphical images ("Graphical Hyperlinks") which link to a results page ((a) and (b) collectively, "Graphics"); in each of the aforementioned (a) and (b), such Graphics shall be provided by Publisher, utilizing Publisher's technology or the technology of a Publisher vendor, in a manner that is substantially similar to the mock-ups attached as Exhibit A to Amendment No. 1 to this Agreement. If Publisher wishes to materially alter the manner in which Graphics are displayed, Publisher must provide written notice thereof to Overture and Overture may approve or disapprove such new design. For the avoidance of doubt, the Graphics shall not redirect the user to an Advertiser's web page when clicked upon by a user.

2. Representations and Warranties. Publisher represents and warrants that it has the legal right, power and authority to exploit the Graphics as contemplated in this Agreement.

3. Prohibited Advertisers. "Prohibited Advertisers" are Advertisers who Overture believes for business or contractual reasons should not have Mouse-over Images displayed in connection with their Domain Match Results. Overture may provide Publisher with a list of Prohibited Advertisers ("Prohibited Advertiser List") for whom Mouse-over Images shall not be displayed. Overture shall have the right to update the Prohibited Advertiser List from time to time in its sole discretion with at least *** prior written notice.

4. Display. Overture shall have the right to request that Publisher block or change the Mouse-over Images used for one or more Advertisers, or remove a Graphical Hyperlink (as set forth in the guidelines attached as Exhibit B to Amendment No. 1 to this Agreement) for any reason or no reason. Publisher shall change or block, or cause to be changed or blocked in the case of a vendor technology, the Graphics within *** of its receipt (including by email) of such request hereunder from Overture.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

5. Guidelines. The parties shall abide by the guidelines set forth as Exhibit B to Amendment No. 1 to this Agreement in order to determine how Graphics should be displayed in connection with Publisher's Offerings and how to handle comments from Advertisers and Third Parties (as defined in Exhibit B to Amendment No. 1 to this Agreement). These guidelines may be changed from time to time in Overture's sole discretion with at least *** prior written notice.

6. Indemnification. In addition to and without limitation of Publisher's indemnification obligations under Section 15 of Attachment B (Terms and Conditions) to this Agreement, Publisher shall defend and/or settle, and pay damages awarded pursuant to, any claim brought against Overture and/or Overture Related Parties, its or their officers, directors, employees, agents and third party service providers, arising from or related to any aspect of Publisher's use of Graphics, including but not limited to the selection or display of Graphics in connection with Publisher's Offerings and/or any technology used in the implementation of Graphics as outlined herein. The limitation of liability described in Section 17 of Attachment B (Terms and Conditions) to this Agreement shall not apply to any amounts owed by Publisher under this Section.

7. Termination. In addition to the foregoing, Overture shall have the right, for any reason or no reason, in its sole discretion, to immediately require Publisher to terminate the implementation of Graphics described in this Section D."

2. The Agreement is amended to provide that references in the Agreement to "this Agreement" or "the Agreement" (including indirect references such as "hereunder", "hereby", "herein" and "hereof) shall be deemed references to the Agreement as amended hereby. All capitalized defined terms used but not defined herein shall have the same meaning as set forth in the Agreement.

3. Except as expressly set forth herein, the Agreement will remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of this Amendment No. 1 and the Agreement, the terms of this Amendment No. 1 shall govern.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed by the duly authorized representatives of the parties hereto.

MDNH, Inc.

By:	/s/ Brendhan Hight
Name:	Brendhan Hight
Title:	President
Date:	9/25/07

Overture Services, Inc.

By:	/s/ Dean Stackel
Name:	Dean Stackel
Title:	VP, BD
Date:	9/25/07

MDNH International, Ltd.

By:	/s/ Brendhan Hight
Name:	Brendhan Hight
Title:	President
Date:	9/25/07

Overture Search Services (Ireland) Limited

By:	/s/ Dan McCarthy
Name:	Dan McCarthy
Title:	Director
Date:	6/12/07

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Exhibit A to the Amendment No. 1

MOCKUPS

Graphics Mock-ups

To be mutually agreed upon by Overture and Publisher within five (5) business days of Amendment No. 1 being fully executed.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Exhibit B to Amendment No. 1
GUIDELINES FOR USING GRAPHICS

These Guidelines may be updated by Overture from time to time, in Overture's sole discretion.

Selection and Mapping

1. Mouse-over Images are only sourced from the applicable Advertiser's website homepage.

2. Graphical Hyperlinks are only sourced from such images that Publisher has a full, unencumbered right to exploit as contemplated herein.

3. All Graphics are reviewed and selected by a human editor for relevance and image quality. All Graphics must be labeled with keywords which describe the Graphic and the results obtained when the Graphic is clicked on by the user.

4. For Graphical Hyperlinks, Publisher will provide a relevant clickable graphical image that best represents an individual keyword/listing, which image shall be free of trademarks and licenses not covered by this Agreement. In the case of listings related to specific products, the Graphical Hyperlink of the product may contain the trade name.

5. All Mouse-over Images shall be updated at least every ***.

6. Graphics shall not be offensive, obscene or of an adult nature, unless the Overture adult parameter has been specifically selected to accept Advertiser listings of an adult nature.

Advertiser Feedback

1. Notice of any Advertiser inquiries relating to the Graphics will be forwarded by Publisher to Overture.

2. If Overture or an Advertiser wishes to have a Graphic replaced, Overture will send an email to Publisher's designated representative with the new Graphic attached, and Publisher shall arrange to have the new Graphic uploaded into the system immediately after receipt of such email.

3. If Overture or an Advertiser wishes to have a Graphic suppressed, Overture will send an email to Publisher's designated representative, and Publisher shall arrange to suppress such Graphic for display immediately after receipt of such email.

Third Party Feedback

1. Each party shall promptly notify the other party regarding any concerns raised by a non-Advertiser third party ("Third Party") regarding a Graphic provided pursuant to this Agreement.

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

AMENDMENT NO. 2
TO
YAHOO! PUBLISHER NETWORK SERVICE ORDER

THIS AMENDMENT No. 2 (this "Amendment No. 2") is made and entered into effective as of August 1. 2008 the ("Amendment No. 2 Effective Date") by Yahoo! Inc. as successor-in-interest to Overture Services. Inc. and Overture Search Services (Ireland) Limited ("OSSIL" and collectively with Yahoo! Inc., '"Overture"), on the one hand, and MDNH, Inc. and MDNH International Ltd (collectively, "Publisher"), on the other hand, and amends the Yahoo! Publisher Network Service Order # 1 -8196149 between Overture and Publisher entered into as of August 7, 2007, as amended by Amendment No. 1 dated September 25, 2007 (the "Agreement").

In consideration of mutual covenants and conditions, the receipt and sufficiency of which are hereby acknowledged. Publisher and Overture hereby agree as follows:

1. This Agreement is hereby amended to delete the preamble in Attachment A — Implementation Requirements and replace it with the following:

"The following requirements apply to all Links and Results shown in the SO. Any provisions concerning Links and Results not explicitly listed in the SO do not apply to Publisher. Yahoo! Inc. is solely responsible for the Overture rights, obligations and duties described under this Agreement for the markets included as part of the Territory within the Americas and OSSIL is solely responsible for the Overture rights, obligations and duties described under this Agreement for all the markets included as part of the Territory outside the Americas. The use of the term "Overture" throughout this Agreement shall refer to Yahoo! Inc. in relation to the markets included as part of the Territory within the Americas and shall refer to OSSIL in relation to all markets included as part of the Territory outside of the Americas."

2. This Agreement is hereby amended to delete the definition of Territory in Section 29 ("Definitions") of the Agreement in its entirety and replace it with the following:

"**Territory:** [***]."

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

3. The Agreement is amended to provide that references in the Agreement to "this Agreement" or "the Agreement" (including indirect references such as "'hereunder", "hereby", "herein" and "hereof') shall be deemed references to the Agreement as amended hereby. All capitalized defined terms used but not defined herein shall have the same meaning as set forth in the Agreement.

Except as expressly set forth herein, the Agreement will remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of this Amendment No. 2 and the Agreement, the terms of this Amendment No. 2 shall govern.

IN WITNESS WHEREOF, this Amendment No. 2 has been executed by the duly authorized representatives of the parties hereto.

MDNH, Inc.

By: /s/ Brendhan Hight
Name: Bendhan Hight
Title: President
Date: 11/4/08

Yahoo! Inc.

By: /s/ Mary Grant
Name: Mary Grant
Title: VP, US Markets
Date: 12 Nov 08

MDNH International Ltd.

By: /s/ Brendhan Hight
Name: Bendhan Hight
Title: President
Date: 11/4/08

Overture Search Services (Ireland) Limited

By: /s/ Ronnie Cobane
Name: Ronnie Cobane
Title: Director
Date: 29/10/08

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

AMENDMENT NO. 3

TO

YAHOO! PUBLISHER NETWORK SERVICE ORDER

THIS AMENDMENT No. 3 (this "Amendment No. 3") is made and entered into as of May 21, 2010 by Yahoo! Inc., as successor in interest to Overture Services, Inc., and Yahoo! Sarl, as successor in interest to Overture Search Services (Ireland) Limited, (collectively "Yahoo!"), on the one hand, and MDNH, Inc. and MDNH International Ltd. (collectively, "Publisher"), on the other hand, and amends the Yahoo! Publisher Network Service Order #1-8196149 between Overture and Publisher entered into as of August 7,2007, as amended (the "Agreement").

WHEREAS, in accordance with the Agreement, Publisher delivered a written notice to Yahoo! dated April 28,2010 notifying Yahoo! that Publisher intended to terminate the Agreement with an effective date of July 1, 2010 (the 'Termination Notice");

WHEREAS, the parties are now negotiating a renewal of the Agreement, and desire to extend the term of the Agreement.

NOW THEREFORE, in consideration of mutual covenants and conditions, the receipt and sufficiency of which are hereby acknowledged, Publisher and Yahoo! hereby agree as follows:

1. The Termination Notice shall be of no force and effect. The End Date on the first page of the SO is hereby extended to September 30, 2010 ("Extended End Date") but shall otherwise remain July 1 for any renewal periods.

2. Publisher shall have the right, after August 1, 2010 and up until the Extended End Date to provide Yahoo! with written notification of its intent to terminate the Agreement, and the effective termination date of the Agreement shall be set forth in such notice provided such effective date shall not be less than ***.

3. The parties are hereby released until the Extended End Date from the obligation set forth on the first page of the SO to provide a notice of non-renewal of at least *** before the expiration of the then current term. For any term ending thereafter, the *** notice period for non-renewal will be reinstated as required by the terms of the Agreement.

4. The Notice Section on the second page of the SO is amended to add the following address for Yahoo! Sarl:

"Yahoo! Sarl
ZA la Pièce No 4
Route de 1'Etraz
1180 Rolle, Switzerland
Fax: 44 20 7131 1775 Attn: Legal"

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

5. Section 27 of Attachment B to the Agreement shall be amended to include Sections 9 and 10 of the Website Marketing Attachment to survive expiration or termination of the Agreement.

6. The Agreement is amended to provide that references in the Agreement to (i) "this Agreement" or "the Agreement" (including indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed references to the Agreement as amended hereby, (ii) references to "Overture" or "Yahoo! Search Marketing" shall be deemed references to "Yahoo! Inc.," and (iii) all references to "Overture Search Services (Ireland) Limited" or "OSSIL" shall be deemed references to "Yahoo! Sarl." All capitalized defined terms used but not defined herein shall have the same meaning as set forth in the Agreement.

Except as expressly set forth herein, the Agreement will remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of this Amendment No. 3 and the Agreement, the terms of this Amendment No. 3 shall govern.

IN WITNESS WHEREOF, this Amendment No. 3 has been executed by the duly authorized representatives of the parties hereto.

MDNH, Inc.

By:	/s/ Brendhan Hight
Name:	Bendhan Hight
Title:	President
Date:	5/24/10

Yahoo! Inc.

By:	/s/ David Sullivan
Name:	David Sullivan
Title:	Vice President, Bus. Dev.
Date:	5/24/10

MDNH International Ltd.

By:	/s/ Brendhan Hight
Name:	Bendhan Hight
Title:	President
Date:	5/24/10

Yahoo! Sarl

By:	/s/ Jean Christophe Conti
Name:	Jean Christophe Conti
Title:	VP Head of Partnerships EUROPE
Date:	June 1st 2010

[***] Certain information in this agreement has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

AMENDMENT TO THE
MARCHEX, INC. 2003 AMENDED AND RESTATED STOCK INCENTIVE PLAN

Effective May 7, 2010, the Marchex, Inc. 2003 Amended and Restated Stock Incentive Plan (the "Plan") shall be amended as follows:

1. The last sentence of Paragraph 2 of the Plan shall be deleted and replaced by the following:

   The Plan provides for the granting of ISOs, Non-Qualified Options, Stock Grants, and Restricted Stock Units.

2. A new Paragraph 7A shall be added to the Plan immediately following Paragraph 7 of the Plan as follows:

   7A **Terms and Conditions of Restricted Stock Units.**

   The following rules apply to awards of Restricted Stock Units:

   Restricted Stock Units may be granted under this Plan. Awards of Restricted Stock Units shall be evidenced by Restricted Stock Unit Agreements specifying the number of Restricted Stock Units subject to the award, in such form as the Administrator shall from time to time establish. Restricted Stock Unit Agreements may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions:

   (a) **Grant of Restricted Stock Unit Awards**

   Awards of Restricted Stock Units may be granted upon such conditions as the Administrator shall determine, including, without limitation, upon the attainment of one or more performance conditions.

   (b) **Purchase Price**

   No monetary payment (other than applicable tax withholding, if any) shall be required as a condition of receiving an award of a Restricted Stock Unit, the consideration for which shall be services actually rendered to the Company or an Affiliate. Notwithstanding the foregoing, if required by applicable state corporate law, the Participant shall furnish consideration in the form of cash or past services having a value not less than the par value of the Shares issued upon settlement of the Restricted Stock Unit.

(c) **Vesting**

Restricted Stock Units may (but need not) be made subject to vesting conditions based upon the satisfaction of such service requirements, conditions, restrictions or performance criteria set forth in the Restricted Stock Unit Agreement evidencing such award.

(d) **Voting Rights and Dividend Rights**

Participants shall have no voting rights or dividend rights with respect to Shares represented by Restricted Stock Units until the date of the issuance of such Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company).

(e) **Effect of Termination of Service**

Unless otherwise set forth in the Restricted Stock Unit Agreement, if a Participant's service terminates for any reason, whether voluntary or involuntary (including the Participant's death or disability), then the Participant shall forfeit to the Company any Restricted Stock Units which remain subject to vesting conditions as of the date of the Participant's termination of service.

(f) **Settlement of Restricted Stock Unit Awards**

The Company shall issue to a Participant on the date on which Restricted Stock Units vest or on such other date set forth in the Restricted Stock Unit Agreement one (1) Share (and/or any other new, substituted or additional securities or other property pursuant to an adjustment described above) for each Restricted Stock Unit then becoming vested or otherwise to be settled on such date, subject to the withholding of applicable taxes, if any.

(g) **Nontransferability of Restricted Stock Unit Awards**

The right to receive Shares pursuant to a Restricted Stock Unit Agreement shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to a Restricted Stock Unit granted to a Participant hereunder shall be exercisable during his or her lifetime only by such Participant or the Participant's guardian or legal representative.

3. Paragraph 10 of the Plan shall be amended by the addition of the following new sentence at the end thereof:

In addition, with respect to the grant of a Restricted Stock Unit, a Participant shall not have rights as a stockholder with respect to any Shares covered by such Stock Right until the Restricted Stock Unit is settled and such Shares are registered in the name of the Participant.

4. The first sentence of Paragraph 11 of the Plan shall be deleted and replaced by the following:

By its terms, a Stock Right granted to a Participant shall not be assignable or transferable by the Participant other than (i) by will or by the laws of descent and distribution, except that an optionee may transfer Stock Rights that are not ISOs granted under the Plan to the Participant's spouse or children or to a trust or partnership for the benefit of the Participant or Participant's spouse or children, or (ii) as otherwise determined by the Administrator as set forth in the applicable Option Agreement, Stock Grant Agreement or Restricted Stock Unit Agreement.

5. Paragraph 20 of the Plan shall be deleted and replaced by the following:

WITHHOLDING

In the event that any federal, state, or local income taxes, employment taxes, Federal Insurance Contributions Act ("F.I.C.A.") withholdings or other amounts arc required by applicable law or governmental regulation to be withheld from the Participant's salary, wages or other remuneration in connection with the exercise, acceptance or settlement of a Stock Right or in connection with a Disqualifying Disposition (as defined in Paragraph 21) or upon the lapsing of any right of repurchase, the Company may withhold from the Participant's compensation, if any, or may require that the Participant advance in cash to the Company, or to any Affiliate of the Company which employs or employed the Participant, the amount of such withholdings unless a different withholding arrangement, including the use of Shares or a promissory note, is authorized by the Administrator (and permitted by law). For purposes hereof, the Fair Market Value of the Shares withheld for purposes of payroll withholding shall be determined in the manner provided in Paragraph 1 above, as of the most recent practicable date prior to the date of exercise and shall not exceed the minimum

amount required by law to be withheld. If the Fair Market Value of the Shares withheld is less than the amount of payroll withholdings required, the Participant may be required to advance the difference in cash to the Company or the Affiliate employer. The Administrator in its discretion may condition the exercise of an Option for less than the then Fair Market Value on the Participant's payment of such additional withholding.

6. Paragraph 23 of the Plan shall be deleted and replaced by the following:

The Plan may be amended by the Administrator, including, without limitation, to the extent necessary to qualify any or all outstanding Stock Rights granted under the Plan or Stock Rights to be granted under the Plan for favorable federal income tax treatment (including deferral of taxation upon exercise) as may be afforded incentive stock options under Section 422 of the Code, and to the extent necessary to qualify the Shares issuable upon exercise, acceptance or settlement of any outstanding Stock Rights granted, or Stock Rights to be granted, under the Plan for listing on any national securities exchange or quotation in any national automated quotation system of securities dealers. Any amendment approved by the Administrator which the Administrator determines is of a scope that requires stockholder approval shall be subject to obtaining the Requisite Stockholder Vote (as defined herein); provided, however, that the Administrator may not, without obtaining the Requisite Stockholder Vote, increase the maximum number of Shares for which Stock Rights may be granted (except by operation of Paragraphs 3 and 16 above) or change the designation of the class of persons eligible to receive ISOs under the Plan. Any modification or amendment of the Plan shall not, without the consent of a Participant, adversely affect his or her rights under a Stock Right previously granted to him or her. With the consent of the Participant affected, the Administrator may amend outstanding Option Agreements, Stock Grant Agreements, and Restricted Stock Unit Agreements in a manner which may be adverse to the Participant but which is not inconsistent with the Plan. In the discretion of the Administrator, outstanding Option Agreements, Stock Grant Agreements, and Restricted Stock Unit Agreements may be amended by the Administrator in a manner which is not adverse to the Participant.

7. Schedule A of the Plan shall be amended by the deletion of the definition of "Stock Rights" and the replacement of the following as the definition of "Stock Rights:"

"Stock Rights" means a right to Shares of the Company granted pursuant to the Plan under an ISO, a Non-Qualified Option, a Stock Grant or a Restricted Stock Unit.

8. Schedule A of the Plan shall be amended by the addition of the following new definitions as follows:

"Restricted Stock Unit" means a right granted to a Participant pursuant to Paragraph 7A to receive on a future date a Share.

"Restricted Stock Unit Agreement" means an agreement between the Company and a Participant delivered pursuant to the Plan, evidencing the award of a Restricted Stock Unit, in such form as the Administrator shall approve.

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Exhibit 31(i)

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

Principal Executive Officer

I, Russell C. Horowitz, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Marchex, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2010

/s/ RUSSELL C. HOROWITZ

Russell C. Horowitz
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31(ii)

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

Principal Financial Officer

I, Michael A. Arends, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Marchex, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2010

/s/ MICHAEL A. ARENDS

Michael A. Arends
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Russell C. Horowitz, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Marchex, Inc. for the quarter ended June 30, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Marchex, Inc.

Date: August 6, 2010

By: /s/ RUSSELL C. HOROWITZ
Name: **Russell C. Horowitz**
Title: **Chief Executive Officer**

Exhibit 32.2

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael A. Arends, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Marchex, Inc. for the quarter ended June 30, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Marchex, Inc.

Date: August 6, 2010

By: /s/ MICHAEL A. ARENDS
Name: **Michael A. Arends**
Title: **Chief Financial Officer**