Table of Contents

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

FORM 10-K

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

For the fiscal year ended December 31, 2015

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, including zip code)

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

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Name of Exchange on Which Registered**
Class B Common Stock, $0.01 par value per share	**The NASDAQ Stock Market LLC (NASDAQ Global Select Market)**

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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 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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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 the 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 Act). Yes ☐ No ☒

Aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant was approximately $161,219,065 as of June 30, 2015 based upon the closing sale price on the NASDAQ Global Select Market reported for such date. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

There were 5,232,636 shares of the registrant's Class A common stock issued and outstanding as of March 2, 2016 and 36,734,948 shares of the registrant's Class B common stock issued and outstanding as of March 2, 2016.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for the 2016 Annual Meeting of Stockholders are incorporated herein by reference in Part III of this Annual Report on Form 10-K to the extent stated herein.

TABLE OF CONTENTS

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K 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, prospects, acquisitions 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 the risks, uncertainties and assumptions described in Item 1A of this Annual Report on Form 10-K under the caption "Risk Factors" and elsewhere in this report. 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.

PART 1

ITEM 1. BUSINESS.

Overview

References herein to "we," "us" or "our" refer to Marchex, Inc. and its wholly-owned subsidiaries unless the context specifically states or implies otherwise.

Marchex is an advertising analytics company. We power global brands to truly understand the mobile consumer journey by connecting online behavior to real-world, offline actions.

We believe that mobile has forever changed the consumer journey. We are spending more time than ever on our smartphones. It's second nature to research on mobile devices and interact with a business either over the phone or in a store. We believe that understanding this behavior and connecting key data points of this new online-to-offline consumer journey is the next frontier in marketing analytics.

We believe we have a powerful set of tools for enterprises that depend on phone calls to maximize advertising returns. Our mission is to connect key media sources– paid, earned and owned – to any offline purchase outcome and deliver this data in real-time directly into marketer workflows.

We provide products and services for enterprises that depend on consumer phone calls to drive sales. Our media analytics products can connect call data to media channels – including search and display– down to the campaign, keyword and impression so marketers can maximize advertising returns. Our sales analytics products deliver actionable intelligence on the offline consumer journey to help prospects become customers.

Our primary product offerings are:

- ***Marchex Call Analytics.*** Marchex Call Analytics is an analytics platform for enterprises that depend on inbound phone calls to drive sales, appointments and reservations. Marketers use this platform to understand which marketing channels, advertisements, keywords and creatives are driving calls to their

business, allowing them to optimize their advertising expenditures across media channels. Marchex Call Analytics also includes technology that can extract data and insights about what is happening during a call and measures the outcome of calls and return on investment. The platform also includes technology that blocks robocalls, telemarketers and spam calls to save businesses time. Marchex Call Analytics data can integrate directly into third-party marketer workflows such as Salesforce, Eloqua, Adobe, Kenshoo, DoubleClick Search, Marin Software and many other marketing dashboards and tools. Advertisers pay us a fee for each call or call related data element they receive from calls including call-based ads we distribute through our sources of call distribution or for each phone number tracked based on pre-negotiated rates.

Marchex Call Analytics for Search. Marchex Call Analytics for Search is a product for search marketers that drive phone calls from search campaigns. Marchex Call Analytics for Search attributes inbound phone calls made directly from paid search ads and landing pages to a keyword. The platform can deliver this data as well as data about call outcomes directly into search management platforms like DoubleClick Search and Kenshoo. According to a June 2015 BIA Kelsey report, phone calls from search to businesses from smartphones will reach over 40 billion and the number of mobile searches will exceed desktop searches in 2016.

***Marchex Display Analytics*.** Marchex Display Analytics, currently in beta, is a product for marketers that buy digital display advertising. Marchex Display Analytics can measure the influence that display advertising has on inbound phone calls so that marketers can better attribute their return on advertising spend for inbound phone calls and delivers this data to marketers in a reporting dashboard. According to a March 2015 eMarketer report, display advertising spend is expected to reach over $37 billion in the US by 2017.

- ***Marchex Call Marketplace***. Marchex Call Marketplace is a mobile advertising network for businesses that depend on inbound phone calls to drive sales. We offer advertisers ad placements across numerous mobile and online media sources to deliver qualified calls to their businesses. It leverages Marchex Call Analytics platform for tracking, reporting and optimization. Advertisers are charged on a pay-per-call or cost per action basis.

- ***Local Leads***. Our Local Leads platform is a white-labeled, full service advertising solution for small business resellers, such as Yellow Pages providers and vertical marketing service providers, to sell call advertising, search marketing and other lead generation products through their existing sales channels to their small business advertisers. These calls and leads are then fulfilled by us across our distribution network, including mobile sources, and search engines. The lead services we offer to small business advertisers through our Local Leads platform include pay-for-call, search marketing and ad creation and include advanced features such as call tracking, geo-targeting, campaign management, reporting and analytics. The Local Leads platform is highly scalable and has the capacity to support hundreds of thousands of advertiser accounts. Reseller partners and publishers generally pay us account fees and 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 (“YP”), we generate revenues from our local leads platform. We also have a separate pay-for-call services arrangement with YP. In 2015, we extended these agreements through December 31, 2016. The primary local leads platform arrangement includes certain minimum fee commitments by YP through the first half of 2016 and provides YP additional flexibility to migrate active accounts to itself or a third-party provider prior to the end of an advertiser contract. YP is our largest reseller partner and was responsible for 25%, 25% and 29% of our total revenues in the years ended December 31, 2013, 2014 and 2015, respectively. We also have a separate distribution partner agreement with YP.

We historically generated revenue from two business segments: Call-driven and Archeo. Call-driven revenue consists of payments from advertisers for pay-for-call marketing services and for use of our call analytics technology. Call-driven revenue also consists of payments from our reseller partners for use of our local leads technology platform and marketing services, which they offer to their small business customers, as well as

payments from advertisers for cost-per-action services. Archeo revenue includes revenue generated from advertisements on our previously owned and operated websites and third-party distribution. In December 2015, we sold the remaining Archeo operations. This disposition did not meet the criteria for discontinued operations, and as a result the operating results are reflected in continuing operations under the Archeo segment. We do not expect to generate any significant Archeo revenue after December 31, 2015. Prior to the December 2015 disposition, we sold certain assets related to Archeo's pay-per-click advertising services in July 2013 and, in April 2015, we sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. The operating results related to these dispositions are shown as discontinued operations in the consolidated statements of operations for all periods presented. See *Note 10. Discontinued Operations and Disposition* for further discussion regarding the dispositions. For detail on revenue by segment and geographical area for the three most recent fiscal years, see *Note 9. Segment Reporting and Geographic Information* of the notes to our consolidated financial statements. We operate primarily in domestic markets.

Industry Overview

Calls are critical for businesses to drive sales. For businesses of all sizes, in-bound phones calls are a key source of new customer leads and increased revenue. We believe consumers that call businesses directly typically have higher purchase intent and are more likely to make a purchase or become a customer. According to BIA/Kelsey Local Commerce Monitor (LCM) survey in 2014, 66% of advertisers rate phone calls as a good or excellent source of leads, more than any other category. Calls are particularly relevant in high-value categories, such as professional services, financial services, automotive and travel, where transaction values are large, complex or require additional information prior to completion. Calls are also important for local businesses that set appointments or sell products and services over the phone. According to an April 2014 BIA/Kelsey report, advertisers in the U.S. spend an estimated $68 billion each year to drive telephone leads. Historically, the majority of this advertising has been spent on traditional media such as television, newspapers and directories. Now with the mass adoption of mobile, both large and small advertisers are increasingly seeking new marketing channels that allow them to connect with consumers over the phone. According to a June 2015 BIA/Kelsey report, mobile calls to businesses will grow to 162 billion in 2019, up from 93 billion in 2015.

Mobile search and calls from search are growing rapidly. Today we are witnessing an evolution in consumer behavior as Internet-enabled mobile devices proliferate and media consumption shifts to mobile devices. This trend is increasingly evident in the way consumers research products and services and connect with businesses through the phone or through walking into a store, both offline environments, when they are ready to make a purchase decision. According to a 2013 study by Google/Ipsos, over 70% of mobile search users have used a click-to-call feature to connect with a business directly from their mobile devices. According to a BIA/Kelsey study in January 2014, mobile searches also have higher conversion rates in driving calls (57%) compared to desktop searches (7%). Mobile users are more ready-to-buy, in the right location and with a device whose core function is to make phone calls.

Ad budgets are shifting to performance-based models. As businesses have expanded their marketing through digital channels, they have increasingly turned to performance-based advertising formats in which they are only charged when a desired outcome is reached. Performance-based advertising models provide advertisers with greater transparency into their advertising spend and the ability to accurately measure results and return on investment. Over time, the online advertising market has shifted from CPM-based banner and display advertisements to cost-per-click search advertising and other forms of performance marketing. According to Interactive Advertising Bureau's October 2015 advertising revenue report, performance-based formats accounted for over 66% of the $50 billion market in 2015 compared to 7% of the $5 billion online advertising market in 1999.

Calls are becoming the currency of mobile advertising. The global mobile advertising market was $19 billion in 2013 and is expected to grow to $196 billion by 2019, according to an April 2015 eMarketer report. As the mobile advertising market matures, we believe advertisers will increasingly utilize performance based advertising formats available on mobile devices, as they did on desktop. Further, we believe the demand for

businesses to connect with consumers over the phone combined with the inherent functionality and technical capabilities of mobile devices will result in calls becoming a primary measurement unit/format for mobile advertising. As advertisers continue to shift their budgets to accommodate for the growth of mobile and online channels, we believe the market for call-driven advertising will grow even more.

Understanding calls is highly complex. Unlike clicks, impressions and other actions that are tracked and measured in digital format, calls take place offline and require unique technical capabilities and expertise to accurately measure and analyze. To realize the full benefit of call-based marketing, advertisers need technology that allows them to capture and analyze attributes of a call before, during and after the call is completed. This technology helps them properly measure return on investment ("ROI") and optimize their marketing campaigns across media channels. For example, advertisers must be able to dynamically track the source of a call back to the media channels and advertisements that influenced the consumer to make the call. Once a call is initiated, technology is required to understand what is happening on a call in real-time, to record calls, and to block unwanted or spam calls. For advertisers with call center operations, calls are often tracked and routed through interactive voice response ("IVR") phone systems and integrated with customer relationship management ("CRM") applications and back-office systems to measure transactions and return on investment. Successful marketing analytics for calls requires expertise from multiple disciplines, including digital advertising, communications infrastructure, voice and speech recognition expertise, and marketing software.

Our Competitive Strengths

Focus on calls. We were early to realize the value of calls and the importance that mobile devices would play in advertising. Over the past several years, we have shifted the focus of our company to address the large opportunity for mobile performance-based advertising focused on driving offline actions like calls. As a pioneer in the category, we have developed a unique business model that delivers measurable return on investment to both large national advertisers and local small businesses. Our technology platform and call analytics technology and products are specifically designed to address the unique challenges associated with closing the loop between digital marketing and phone calls. Working closely with our customers, we have innovated in call-based technology, creating specific solutions to address common needs and wants among both large enterprise advertisers and SMBs. We believe we are unique with our call-focused approach to technology developments and marketing solutions, providing a competitive advantage as mobile advertising grows and advertising budgets shift towards performance-based formats.

Proprietary call analytics technology. Marchex Call Analytics technology provides data and insights to advertisers looking to measure the performance of their mobile, online, and offline ad campaigns. When consumers call a business or call center from their smartphones, our technology can analyze that conversation data in real time and provides detailed feedback to advertisers on the quality of these over-the-phone experiences. Our data also helps advertisers adjust and improve their marketing strategies in order to drive more sales over the phone. This intelligence helps advertisers to optimize their ad campaigns across media channels, keywords, and creative elements, which maximizes their return on investment. We also provide integrations with other marketing dashboards to give advertisers one place to review their analytics information. Integrations may take the form of working with CRM platforms or customer-specific systems, with the purpose of enhancing advertisers' understanding and measurement of outcomes at scale. We are consistently working to create products to help advertisers spend their budgets more efficiently, whether the channel is online, offline, or mobile and search-based. For example, our Call Analytics for Search technology tracks every consumer call from a mobile search campaign at the keyword level. It can determine in real time which of these calls converts into a sale. Access to these insights provides advertisers newfound visibility and measurement into their ad expenditures.

Transparent, performance-based model. We have developed a unique, pay-for-call business model that aligns our interests with those of our advertising customers and our publishing partners. We work closely with each customer to define a quality call for their business, and then only charge our customers, on a per call basis. As a

result, we are able to deliver qualified leads that provide a measurable return on investment for our advertisers. We typically pay our publishing partners a percentage of the revenue we generate from advertisements on their properties. Through our Call Analytics, we have a deep understanding of which publishers, devices, ad formats, keywords and ad creatives drive call conversion for specific advertising verticals. This allows us to help optimize the placements of advertisements across our network to maximize the number of calls for our advertisers and revenue for our partners. As a result, advertisers utilize us to place ads on their behalf and our partners believe in us that we will only deliver ads on their properties to help generate revenue for them.

Scalable technology platform and business model. We have developed our technology platform to address the large advertisers, while also being able to support a large number of small local business advertisers. Our platform can support hundreds of millions of calls and over 100,000 unique advertiser accounts, and in aggregate manages hundreds of millions of dollars in advertising spend across various digital channels. We leverage our relationships with Yellow Pages providers and vertical market service providers to efficiently re-sell our solutions to their small businesses customers, adding scale and data to our platform, which provides us with recurring revenues with minimal associated sales costs. We have deployed a direct sales model to acquire and service large advertisers and also have been successful at deepening our relationships with existing advertiser clients over time in an effort to capture a greater share of their advertising budgets.

Strategy

Our Strategy

To take advantage of the shift to performance-based models in marketing, key elements of our strategy include:

Innovating on Our Mobile Performance Advertising. We plan to continue to expand our range of call-based advertising product capabilities and channel specific solutions by offering innovative performance-based products such as pay-for-call advertising, along with the supporting analytics including number provisioning, call tracking, call mining, keyword-level tracking, display ad impression measurement and other products as part of our owned, end-to-end, call-based advertising solutions. We are also focused on growing our base of call distribution by bringing in new sources of the rapidly growing mobile advertising market as well as other online and offline sources of distribution.

Building and Expanding Relationships with Advertising Agencies. Advertising agencies are influential in determining how large national advertisers allocate their advertising budgets. We believe building deep relationships with leading global advertising agencies and creating awareness within these agencies about the benefits of our offerings is an important step in attracting new large advertising customers. We plan to expand our agency relations efforts and hire personnel with strong existing relationships with advertising agencies.

Developing New Markets including International Expansion. We have expanded our Marchex Call Analytics product internationally, making it available within Europe, and in Canada, Australia, and New Zealand. We intend to analyze opportunities and may seek to expand our technology-based products into new business areas or geographic markets where our services can be replicated on a cost-effective basis, or where the creation or development of a product or service may be appropriate. We anticipate utilizing various strategies to enter new markets, including: developing strategic relationships; acquiring products that address a new category or opportunity; and creating joint venture relationships and internal initiatives where existing services can be extended internationally.

Supporting and Growing the Number of Advertisers Using Our Products and Services. We plan to continue to provide a consistently high level of service and support to our advertisers and we will continue to help them achieve their return on investment goals. We are focused on continuing to grow our advertiser base through our direct sales and marketing efforts, including strategic sales, inside sales, and additional partnerships with large local advertiser resellers.

Pursuing Selective Acquisition Opportunities. We may pursue select acquisition opportunities and will apply rigorous evaluation criteria to any acquisitions we may pursue in order to enhance our strategic position, strengthen our financial profile, augment our points of defensibility and increase shareholder value. We will focus on acquisition opportunities that represent a combination of the following characteristics:

- under-leveraged and under-commercialized assets;
- opportunities for business model, product or service innovation and evolution;
- critical mass of transactions volume, advertisers, traffic, revenue and profits;
- business defensibility;
- revenue growth and expanding margins and operating profitability or the characteristics to achieve significant scale and profitability; and
- an opportunity to enhance efficiencies and provide incremental growth opportunities for our operating businesses.

Our Distribution Network

We have built a broad distribution network for our pay-for-call advertising services that includes hundreds of mobile sources, search engines and applications, directories, third party vertical and branded web sites, and offline sources. Through our call advertising services, our local leads, and search marketing services, we distribute advertisements from our tens of thousands of advertisers, as well as from our reseller partners' advertisers, through hundreds of call-ready media and traffic sources, including mobile sources, search engines and directories, and web sites.

Our Distribution partners include:

Selected Carriers	*AT&T*	*T-Mobile*	*TracFone*	*Verizon*
Selected Search Engines	*Google*	*Bing*	*Yahoo!*	
Selected Call Sources and Vertical and Local Distribution	*Avantar* *Mapquest*	*CityGrid* *MSN*	*Google Mobile* *Whitepages, Inc.*	

Payment arrangements with our distribution partners are often subject to minimum payment amounts per phone call. Other payment structures that we may use to a lesser degree include:

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

Sales, Marketing & Business Development

Our sales department focuses on adding new advertisers to our business, while our business development and partnership department focuses on adding new reseller partnerships, selectively adding new distribution partnerships and servicing existing partnerships. Our marketing department focuses on promoting our services through online customer acquisition, affiliate relationships, press coverage, strategic marketing campaigns and industry exposure. Advertising and promotion of our services is broken into the following main categories:

- ***Direct Sales.*** Our direct sales team targets new relationships with national and global advertisers and the advertising agencies that represent them through in-person presentations, direct marketing, telesales and attendance at industry events, among other methods. Our advertiser agreements include a combination of agency fees, pay-for-call fees, cost-per-action fees and pay-per-click fees.

- ***Agency and Reseller Partnerships.*** We have a business development team that focuses primarily on securing partnerships with agencies and large local advertiser reseller partners, under which we supply and integrate our products and services. Our agency and reseller partner agreements include a combination of revenue and profit sharing, licensing revenue, pay-for-call, cost-per-action, and pay-per-click fees.
- ***Referral Agreements and Technology Integration Partners.*** We have referral agreements with entities that promote our services to large numbers of potential advertisers including select technology partners. Our referral partner agreements are based on a combination of revenue sharing and performance-based fees.

We intend to continue our strategy of growing our advertiser base through sales and marketing programs while being as efficient as possible in terms of our marketing and advertising costs. We continually evaluate our marketing and advertising strategies to maximize the effectiveness of our programs and their return on investment.

Information Technology and Systems

We have a proprietary technology platform for the purposes of managing and delivering call, click-based, and cost-per-action advertising products and services to our partners. We also combine third party licenses and hardware to create an operating environment for delivering high quality products and services, with such features as automated online account creation and management process for advertisers, real-time customer support with both interactive and online reporting for customers and partners. We employ commercially available technologies and products distributed by various companies, including Cisco, Dell, Oracle, Intel, AMD, Microsoft, IBM, Nuance and Veritas. We also utilize public domain software such as Apache, Linux, MySQL, PostgreSQL, Java, Scala and Tomcat.

Our technology platform is compatible with the systems used by our distribution partners, enabling us to deliver call, click-based, and cost-per-action advertising products and services through mobile, online and offline sources in rapid response to user queries made through such partners at scale. We continue to build and innovate additional functionality to attempt to meet the quickly evolving demands of the marketplace. We devote significant financial and human resources to improving our advertiser and partner experiences by continuing to develop our technology infrastructure. The cost of developing our technology solutions is included in the overall cost structure of our services and is not separately funded by any individual advertisers or partners. In order to maintain a professional level of service and availability, we primarily rely upon third parties to provide hosting services, including hardware support and service, and network monitoring at various domestic and international locations. Our servers are configured for high availability and large volumes of call, mobile and Internet traffic and are located in leased third party facilities. Back-end databases make use of redundant servers and data storage arrays. We also have standby servers that provide for additional capacity as necessary. The facilities housing our servers provide redundant HVAC, power and internet connectivity. As revenue grows and the volume of transactions and call, mobile and internet traffic increases, we will need to expand our network infrastructure. Inefficiencies in our network infrastructure to scale and adapt to higher call, mobile and internet traffic volumes could materially and adversely affect our revenue and results of operations.

We continuously review ways to improve major aspects of our technology support and maintenance, including improving, upgrading and implementing business continuity plans, data retention initiatives, and backup and recovery processes.

Competition

Our Call-driven offerings currently or potentially compete with a variety of companies in a highly competitive and fragmented industry. We currently or potentially compete with leading search engines such as

Google and Microsoft, call analytics technology providers such as Twilio and Telemetrics, mobile ad networks and digital advertising networks. As we continue to advance our data analytics technologies, we anticipate facing increased competition from companies providing broader advertising solutions. We also face competition on the call supply side, where competing companies look to outbid, partner with or otherwise secure sources of call supply we utilize. Many of our potential competitors, as well as potential entrants into our target markets, have longer operating histories, larger customer or user bases, greater brand recognition and greater financial, marketing and other resources than we have. Many current and potential competitors can devote substantially greater resources than we can to marketing, web site and systems development. In addition, as the use of the mobile, Internet, and other online services increases, there will likely be larger, more well-established and well-financed entities that acquire companies relevant to our business strategy; and invest in or form joint ventures in categories or countries relevant to our business strategy; all of which could adversely impact our business. Any of these trends could increase competition, reduce the demand for any of our services and could have a material adverse effect on our business, operating results and financial condition.

We believe our strategy allows us to work with most, if not all, of the relevant companies in our industry, even those companies that may be perceived as our competitors. To some extent, we may compete with our business partners, as we do with all other types of advertising sales companies and agencies. We may also compete with traditional offline media, such as television, radio and print and direct marketing companies, for a share of advertisers' total advertising budgets. Although our strategy enables us to work with most, if not all, of our competitors, there are no guarantees that all companies will view us as a potential partner.

We provide our services to and also may compete with: (1) mobile and online advertisers; (2) partners who provide a distribution network for mobile, online, and offline advertising; and (3) other intermediaries who may provide purchasing and/or sales opportunities, including advertising agencies, and other search engine marketing companies. Many of the companies that could fall into these categories are also our partners, including Google, Yahoo!, Citysearch, Microsoft and YP. We depend on maintaining and continually expanding our network of partners and advertisers to generate mobile and online transactions.

The mobile and online advertising and marketing services industry is highly competitive. In addition, we believe today's typical Internet and mobile advertiser is becoming more sophisticated in utilizing the different forms of Internet and mobile advertising, purchasing Internet and mobile advertising in a cost-effective manner, and measuring return on investment. The competition for this pool of advertising dollars has also put downward pressure on price points and mobile and online advertisers have demanded more effective means of reaching customers. We believe these factors have contributed to the growth in performance-based advertising relative to certain other forms of online advertising and marketing, and as a result this sector has attracted many competitors.

Due to the long-term growth trends in mobile and online advertising, these competitors, real and potential, range in size and focus. Our competitors may include such diverse participants as small referral companies, established advertising agencies, inventory resellers, search engines, and destination web sites. We are also affected by the competition among destination web sites that reach users or customers of search services. While thousands of smaller outlets are available to customers, several large media and search engine companies, such as Google, Yahoo!, Microsoft and IAC, dominate online user traffic. The online search industry continues to experience consolidation of major web sites and search engines, which has the effect of increasing the negotiating power of these parties in relation to smaller providers. The major destination web sites and distribution providers may have leverage to demand more favorable contract terms, such as pricing, renewal and termination provisions.

There are additional competitive factors relating to attracting and retaining users, including the quality and relevance of our search results, and the usefulness, accessibility, integration and personalization of the mobile and online services that we offer as well as the overall user experience on our web sites. The other features that we offer, which we believe attract advertisers are reach, effectiveness and creativity of marketing services, and tools and information to help track performance.

Finally, we operate in the relatively nascent market of call-based advertising. The adoption of these call-based products could take longer than we expect and could become more competitive as the category becomes more developed and visible.

Seasonality

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 mobile and Internet usage and seasonal purchasing cycles of many advertisers. Our experience has shown that during the spring and summer months, mobile and Internet usage is lower than during other times of the year and during the latter part of the fourth quarter of the calendar year we generally experience lower call volume and reduced demand for calls from our call advertising customers. The extent to which usage and call volume may decrease during these off-peak periods is difficult to predict. Prolonged or severe decreases in usage and call volume during these periods may adversely affect our growth rate and results and in turn the market price of our securities. In the first quarter of the calendar year, this trend generally reverses with increased mobile and Internet usage and often new budgets at the beginning of the year for many of our customers with fiscal years ending December 31. The seasonal purchasing cycles of some customers in certain industries may also be higher in the first half versus the latter half of the calendar year. Additionally, the current business environment has generally resulted in advertisers and reseller partners reducing advertising and marketing services budgets or changing such budgets throughout the year, which we expect will impact our quarterly results of operations in addition to the typical seasonality seen in our industry.

Intellectual Property and Proprietary Rights

We seek to protect our intellectual property through existing laws and regulations and by contractual restrictions. We rely upon trademark, patent and copyright law, trade secret protection and confidentiality or license agreements with our employees, customers, partners and others to help us protect our intellectual property.

Our technologies involve a combination of proprietary rights, owned and developed by us, commercially available software and hardware elements that are licensed or purchased by us from various providers, including Cisco, Dell, Oracle, Intel, Microsoft, IBM and Veritas, and public domain software, such as Apache, Linux, MySQL, IBM Java and Tomcat. We continue to develop additional technologies to update, supplement and replace existing components of the platform. We intend to protect our proprietary rights through patent and additional intellectual property laws.

Our policy is to apply for patents or for other appropriate intellectual property protection when we develop valuable new or improved technology. We currently own the following pending patent applications and issued patents:

- U.S. Patent Number 7,668,950 entitled “Automatically Updating Performance-Based Online Advertising System and Method” was issued February 23, 2010.
- U.S. Patent Number 8,442,862 entitled “Method and System for Tracking Telephone Calls” was issued on May 14, 2013 and a corresponding divisional Patent Application Number 13/294,436 was filed November 11, 2011. The following divisional applications of Patent Application Number 13/294,436 were also filed: 14/045,536 titled “Method and System for Phone Number Cleaning” was filed November 3, 2013; 14/058,037 titled “Method and System for Collecting Data from Advertising Campaigns Including Phone Number Placement Techniques” was filed November 18, 2013; 14/058,080 titled “Method and System for Monitoring Campaign Referral Sources” was filed November 18, 2013, and 14/065,345 titled “Method and System for Tracking Telephone Calls” was filed November 28, 2013.
- U.S. Patent Number 6,822,663 entitled “Transform Rule Generator for Web-Based Markup Languages” was issued November 23, 2004.

- U.S. Patent Number 8,583,571 entitled “Facility for Reconciliation of Business Records Using Genetic Algorithms” was issued November 12, 2013.
- U.S. Patent Number 8,433,048 entitled “System and Method to Direct Telephone Calls to Advertisers” was issued April 30, 2013.
- U.S. Patent Application Number 12/829,373 entitled “System and Method for Calling Advertised Telephone Numbers on a Computing Device” was filed July 1, 2010.
- U.S. Patent Number 8,259,915 entitled “System and Method to Analyze Calls to Advertised Telephone Numbers” was issued September 4, 2012 and its continuation Patent Number 8,788,344 was issued July 22, 2014.
- U.S. Patent Application Number 13/176,709 entitled “Method and System for Automatically Generating Advertising Creatives” was filed July 5, 2011.
- U.S. Patent Number 8,630,393 entitled “Systems and Methods for Blocking Telephone Calls” was issued January 14, 2014.
- U.S. Patent Number 7,212,615 entitled “Criteria Based Marketing For Telephone Directory Assistance” was issued May 1, 2007 and owned by Jingle Networks, which we acquired in 2011.
- U.S. Patent Number 7,702,084 entitled “Toll-Free Directory Assistance With Preferred Advertisement Listing” was issued April 20, 2010.
- U.S. Patent Number 7,961,861 entitled “Telephone Search Supported By Response Location Advertising” was issued June 14, 2011.
- U.S. Patent Application Number 11/290,148 entitled “Telephone Search Supported By Advertising Based On Past History Of Requests” was filed November 29, 2005.
- U.S. Patent Number 8,175,231 entitled “Toll-Free Directory Assistance With Automatic Selection Of An Advertisement From A Category” issued May 8, 2012.
- U.S. Patent Number 8,107,602 entitled “Directory Assistance With Data Processing Station” was issued January 31, 2012.
- U.S. Patent Number 8,929,522 entitled “System and Method to Customize a Connection Interface for Multimodal Connection to a Telephone Number” was issued January 16, 2015.
- U.S. Patent Number 8,634,520 entitled “Call Tracking System Utilizing an Automated Filtering Function” was issued January 21, 2014.
- U.S. Patent Number 8,671,020 entitled “Call Tracking System Utilizing a Pooling Algorithm” was issued March 11, 2014.
- U.S. Patent Number 8,687,782 entitled “Call Tracking System Utilizing a Sampling Algorithm” was issued April 1, 2014.
- U.S. Patent Application Number 13/865,966 entitled “Correlated Consumer Telephone Numbers and User Identifiers for Advertising Retargeting was filed April 18, 2013, claiming priority to U.S. Patent Application Number 61/801,893 entitled “Cross-Channel Targeting Using Historical Online and Call Data” filed March 15, 2013.
- U.S. Patent Number 9,118,751 entitled “System and Method for Analyzing and Classifying Calls without Transcription” was issued August 25, 2015 and its continuation U.S. Patent Application Number 14/834,196 entitled “System and Method for Analyzing and Classifying Calls without Transcription” was filed August 24, 2015.
- U.S. Patent Application Number 14/045,118 entitled “System and Method for Analyzing and Classifying Calls Without Transcription via Keyword Spotting” was filed October 3, 2013.

- U.S. Patent Application Number 14,550,089 entitled “Identifying Call Characteristics to Detect Fraudulent Call Activity and Take Corrective Action Without Using Recording, Transcription or Caller ID” was filed November 21, 2014.
- U.S. Patent Application Number 14,550,203 entitled “Analyzing Voice Characteristics to Detect Fraudulent Call Activity and Take Corrective Action Without Using Recording, Transcription or Caller ID” was filed November 21, 2014.
- U.S. Patent Application Number 14/714,141 entitled “Call Analytics for Mobile Advertising” was filed May 15, 2015.
- U.S. Patent Application Number 14/721,912 entitled Identifying Call Components to Detect Call Traffic Pumping and Taking Corrective Action without Using Recording, Transcription or Caller ID” was filed May 26, 2015, claiming priority to 62/159,086 filed May 8, 2015.

The status of any patent involves complex legal and factual questions. The scope of allowable claims is often uncertain. As a result, we cannot be sure that: (1) any patent application filed by us will result in a patent being issued; (2) that any patents issued in the future will afford adequate protection against competitors with similar technology; and (3) that the patents issued to us, if any, will not be infringed upon or designed around by others. Furthermore, the performance-based mobile and search advertising industry has been the subject of numerous patents and patent applications, which in turn has resulted in litigation. The mobile advertising industry is also witnessing a significant number of patent related lawsuits. The outcome of this ongoing litigation or any future claims in this sector may adversely affect our business or financial prospects.

We have registered trademarks in the United States for Marchex, Marchex and Design, Marchex Voice Services, JingleConnect, Clean Call, and Call DNA. We also own pending U.S. trademark applications for Call Genome and Search Genome. In addition, we have trademark registrations for Marchex in the following jurisdictions: Australia, Benelux, Brazil, Canada, China, the European Union, Hong Kong, India, Japan, Republic of Korea, Russian Federation and Taiwan.

We do not know whether we will be able to successfully defend our proprietary rights since the validity, enforceability and scope of protection of proprietary rights in Internet-related industries are uncertain and still evolving.

Regulation

The manner in which existing laws and regulations should be applied to the Internet and call-based advertising services in general, and how they relate to our businesses in particular, is unclear. A host of federal and state laws covering user privacy, defamation, pricing, advertising, taxation, gambling, sweepstakes, promotions, financial market regulation, quality of products and services, computer trespass, telemarketing, spyware, adware, child protection and intellectual property ownership and infringement are potentially applicable to our business practices and the content offered by our mobile and online distribution partners.

In addition, our business is impacted by laws in a constant state of flux, and new legislation is introduced on a regular basis. Any such new legislation could expose us to substantial liability, including significant expenses necessary to comply with such laws and regulations. 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.

A number of federal and state laws that could have an impact on our business practices and compliance costs have already been adopted:

- 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 online collection of personal information about children and the use of that information. The Federal Trade Commission (FTC) has the authority to impose fines and penalties upon web site operators and online service providers that do not comply with the law's requirements. We do not currently offer any web sites or online services "directed to children," nor do we knowingly collect personal information 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 majority of the states also have adopted similar statutes governing the transmission of commercial e-mail. The FTC and the states, as applicable, are authorized to enforce the CAN-SPAM Act and the state-specific statutes, respectively. CAN-SPAM 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. 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, the FTC has sought inquiry regarding the implementation of a "do-not-track" requirement. Federal legislation is also expected to be introduced that would regulate "online behavioral advertising" practices. If passed, these laws would impose new obligations for companies that use such software applications or technologies.
- 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. 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 FCC has initiated a proceeding regarding the regulation of broadband services. The increasing growth of the broadband IP telephony market and popularity of broadband IP telephony products and services heighten the risk that the FCC 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 Sales Rule, 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.
- The Communications Assistance for Law Enforcement Act may require that we 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, including its Report and Order and Further Notice of Proposed Rulemaking in Docket Number WC 04-36, dated June 27, 2006, we 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 of our subsidiaries, and may impose additional taxes, fees or telecommunications surcharges on the provision of our services which we may not be able to pass through to customers.
- Our international operations may expose us to telecommunications regulations in the countries where we are operating and these regulations could negatively affect the viability of our business.

In addition, there are a large number of federal and state legislative proposals related to our business. It is not possible to predict whether, or when, such legislation might be adopted, and certain proposals, if adopted, could result in a decrease in user registrations and revenue.

We comply with existing law and intend to fully comply with all future laws and regulations that may govern our industry. We have dedicated internal resources and hired outside professionals who regularly establish, review and maintain policies and procedures to reduce the risk of noncompliance. Nevertheless, these laws may impose significant additional costs on our business or subject us to additional liability, if we failed to fully comply, even if such failure was unintentional.

The acquisition of Internet domains generally is governed by Internet regulatory bodies, predominantly the Internet Corporation for Assigned Names and Numbers (ICANN). The regulation of Internet domains in the United States and in foreign countries is subject to change. ICANN and other regulatory bodies could establish

additional requirements for previously owned Internet domains or modify the requirements for Internet domains. Furthermore, ICANN has and will likely continue to make changes to the scope of domain products available to the marketplace that could have an impact on the competition for domain.

Compliance with complex foreign and U.S. laws and regulations that apply to our international operations increases our cost of doing business in international jurisdictions and could interfere with our ability to offer our products and services to one or more countries or expose us or our employees to fines and penalties. Our continued international expansion also subjects us to increased foreign currency exchange rate risks and will require additional management attention and resources. We cannot assure you that we will be successful in our international expansion.

We post a privacy policy which describes our practices concerning the use and disclosure of any user data collected or submitted via our web sites. Any failure by us to comply with our posted privacy policies, Federal Trade Commission requirements or other federal, state or international privacy or direct marketing laws and regulations could result in governmental or regulatory investigations that could potentially harm our businesses, operational results and overall financial condition.

Employees

As of December 31, 2015, we employed a total of 375 full-time employees. We have never had a work stoppage, and none of our employees are represented by a labor union. We consider our employee relationships to be positive. If we were unable to retain our key employees or we were unable to maintain adequate staffing of qualified employees, particularly during peak sales seasons, our business would be adversely affected.

Web site

Our web site, *www.marchex.com*, provides access, without charge, to our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports as soon as reasonably practicable after such materials are electronically filed with the Securities and Exchange Commission. To view these filings, please go to our web site and click on “Investor Relations” and then click on “SEC Filings.” Investors and others should note that we announce material financial information to our investors using our investor relations website, press releases, SEC filings, and public conference calls and webcasts. We also use the following social media channels as a means of disclosing information about us, our services, and other matters, and for complying with our disclosure obligations under Regulation FD:

- Marchex Twitter Account (https://twitter.com/marchex)
- Marchex Company Blog (http://blog.marchex.com/)

The information we post through these social media channels may be deemed material. Accordingly, investors should monitor the above account and the blog, in addition to following our investor relations website, press releases, SEC filings, and public conference calls and webcasts. This list may be updated from time to time. The information we post through these channels is not a part of this Annual Report on Form 10-K.

ITEM 1A. 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 business, financial condition, results of operations, and the value of our stock.

Risks Relating to Our Company

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 $163.5 million as of December 31, 2015. 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 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 or contribution from certain distribution partners could adversely affect our business.

A relatively small number of distribution partners currently deliver a significant percentage of calls and traffic to our advertisers. Our largest distribution partner was paid less than 10% of total revenues for the year ended December 31, 2015. 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 phone calls or click-throughs. 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 or contribution due to lower calls and 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 through mobile or online Internet have experienced, and will likely continue to experience, consolidation. This consolidation has reduced the number of partners that control the mobile and online advertising outlets with the most user calls and traffic. According to the comScore qSearch analysis of the U.S. desktop search marketplace for December 2015, Yahoo! and Microsoft accounted for 12.4% and 21.1%, respectively, of the core search market in the United States and Google accounted for 63.8%. As a result, the larger distribution partners have greater control over determining the market terms of distribution, including placement of call and click-based advertisements and cost of placement. In addition, many participants in the performance-based advertising and search marketing industries control significant portions of mobile and online 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 YP, hibu, Inc., CDK Global, Yodle, Resolution Media, OMD Digital, and Yellow Pages Ltd (formerly Yellow Media) 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 and agencies 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 U.S. and international 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. Additionally, these advertiser reseller partners and agencies may decide to operate the advertising services we perform internally with their own teams and technology. A loss of certain advertiser reseller partners and agencies or a decrease in revenue from these clients could adversely affect our business.

Through our contract with YP, we generate revenues from our local leads platform. We also have a separate pay-for-call arrangement with YP. In 2015, we extended these arrangements through December 31, 2016. The primary local leads platform arrangement includes certain minimum fee commitments by YP through the first half of 2016 and provides YP additional flexibility to migrate active accounts to itself or a third-party provider prior to the end of an advertiser contract. YP is our largest reseller partner and was responsible for 29% of our total revenues for the year ended December 31, 2015. We expect YP may decrease the number of new advertiser accounts with us and may elect to migrate certain active accounts to itself or a third party provider which would result in fewer small business accounts and related revenues, as well as reduced contribution and profitability. We also have a separate distribution partner agreement with YP. There can be no assurance that our business with them in the future will continue at or near current revenue and contribution levels, that we will be able to renew and extend the contracts now set to expire in December 2016, and, if renewed, the contracts may be on less favorable terms to us, any of which could have a material adverse effect on our future operating results.

We also have arrangements with advertising agencies, such as Resolution Media and OMD Digital, who act on an advertiser’s behalf and may represent more than one advertiser that utilizes our products and services. Our primary arrangement with Resolution Media and OMD Digital are for pay-for-call services whereby we charge an agreed-upon price for qualified calls or leads from our network and call analytic services. Resolution Media and OMD Digital accounted for 18% and less than 10% of total revenues, respectively, for the year ended December 31, 2015.

These reseller partners and agencies may in certain cases be subject to negotiated terms and conditions separate from those applied to advertising clients. 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 66% and 61% of our revenue from our five largest customers for the years ended December 31, 2014 and 2015, 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 66% and 61% of our total revenues for the years ended December 31, 2014 and 2015, respectively. In 2015, YP and Resolution Media were our largest customers and were responsible for 29% and 18% of our total revenues, respectively, for the year ended December 31, 2015.

Through our primary contract with YP, we generate revenues from our local leads platform. We also have a separate pay-for-call services arrangement with YP. In 2015, we extended these arrangements through December 31, 2016. The primary local leads platform arrangement includes certain minimum fee commitments by YP through the first half of 2016 and provides YP additional flexibility to migrate active accounts to itself or a third-party provider prior to the end of an advertiser contract. We expect YP may decrease the number of new advertiser accounts with us and may elect to migrate certain active accounts to itself or a third party provider which would result in fewer small business accounts and related revenues, as well as reduced contribution and profitability. We also have a separate distribution partner agreement with YP. There can be no assurance that our business with them in the future will continue at or near current revenue and contribution levels, that we will be able to renew and extend the contracts now set to expire in December 2016, and, if renewed, the contracts may be on less favorable terms to us, any of which could have a material adverse effect on our future operating results.

Our primary arrangement with Resolution Media, who acts as an agent on advertisers' behalf, is for pay-for-call services whereby we charge an agreed upon price for qualified calls or leads from our network and call analytic services. A single advertiser, State Farm, represented the majority of the revenue generated by Resolution Media for the year ended December 31, 2015. State Farm, who utilizes our services through Resolution Media and OMD Digital, accounted for 19% of total revenues for the year ended December 31, 2015.

In September 2014, Allstate ceased purchases of the pay-for-call services and we do not expect Allstate will purchase additional pay-for-call services in the foreseeable future. Allstate was responsible for 28% of our total revenues for the year ended December 31, 2014.

Many of our largest customers are not subject to long term contracts with us and are able to reduce advertising spend at any time and for any reason. In some cases, we engage with our customers through advertising agencies, who act on behalf of the customer. Advertising agencies may place insertion orders with us for particular advertising campaigns for a set period of time and are not obligated to commit beyond the campaign governed by a particular insertion order and may also cancel the campaign prior to completion. Advertising agencies also have relationships with many different providers, each of whom may be running portions of the advertising campaign. A significant reduction in advertising spending or budgets 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 have a material adverse effect on our future operating results.

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 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 that 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 or suffer disruptions in their business, 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, go out of business, or suffer disruptions in their business. If a customer with whom we do a substantial amount of business experiences financial difficulty or suffers disruptions in their business, 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, reseller partners, distribution partners and other users of our services, which could adversely affect our business.

Many of our advertisement distribution processes are automated. In some cases, advertisers or reseller partners use our online tools and account management systems to create and submit advertiser listings, and in other cases, we create and submit advertising listings on behalf of our advertisers or reseller partners. These advertiser listings are submitted in a bulk data feed or through the distribution partners' user interface. 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 or user interface submissions.

We have a large number of distribution partners who display our advertiser listings on their networks. Our advertiser listings are delivered to our distribution partners in an automated fashion through an XML data feed or data dump or through the distribution partners' user interface. 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 or third parties they may contract with 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. Alternatively, we may incur substantial costs as part of our indemnification obligations to distribution partners for liability they may incur as a result of displaying content we have provided them. Any costs incurred as a result of activities of our distribution partners and their third party partners could have a material adverse effect on our business, operating results and financial condition.

We do not conduct a manual editorial review of a substantial number of the advertiser listings directly submitted by advertisers or reseller partners 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 or the distribution partners' user interface. 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 websites. We may not successfully avoid liability for unlawful activities carried out by our advertisers or reseller partners 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 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. 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 pay-for-call, performance-based advertising, call 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 depends in part on certain of our large 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.

The mobile advertising market may develop more slowly than expected, which could harm our business.

If the market for mobile marketing and advertising develops more slowly than we expect, our business could suffer. Our future success is highly dependent on the commitment of advertisers and marketers to mobile communications as an advertising and marketing medium, the willingness of our potential advertisers to outsource their mobile advertising and marketing needs, and our ability to sell our mobile advertising services to reseller partners and agencies. The mobile advertising and marketing market is relatively new and rapidly evolving. Businesses, including current and potential advertisers, may find mobile advertising or marketing to be less effective than traditional advertising media or marketing methods or other technologies for promoting their products and services. As a result, the future demand and market acceptance for mobile marketing and advertising is uncertain. Many of our current or potential advertisers may have little or no experience using mobile communications for advertising or marketing purposes and have allocated only a limited portion of their advertising or marketing budgets to mobile communications advertising or marketing, and there is no certainty that they will allocate more funds in the future, if any. Funds to these types of campaigns may fluctuate greatly as

different agencies and advertisers test and refine their overall marketing strategies to include mobile advertising and analytics tools. The adoption rate and budget commitments may vary from period to period as agencies and advertisers determine the appropriate mix of media and lead sources in short term and longer term campaigns.

We are dependent upon the quality of mobile, online, offline and other traffic sources in our network to provide value to our advertisers and the advertisers of our reseller partners and agencies, 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 mobile, online, offline and other traffic sources that we deliver to our advertisers. Among the factors we seek to monitor are sources and causes of low quality phone calls such as unwanted telemarketer calls and clicks or other actions such as non-human processes, including robots or robocallers, spiders or other software, the mechanical automation of calling or clicking, and other types of invalid calls or clicks, call or click fraud, or call 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 mobile, online, offline and other 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 mobile, online, offline and other traffic. If we are unable to stop or reduce low quality phone calls and Internet traffic, these refunds may increase. Low quality mobile, online, offline and other 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 depend on being able to secure enough phone numbers to support our advertisers and other users of our services and any obstacles that we face which prevent us from meeting this demand could adversely affect our business.

We utilize phone numbers as part of a number of information and analytic services to advertisers, such as our pay-for-call, call tracking and call analytics services. Our services that utilize phone numbers are designed to enable advertisers and other users of our services to utilize mobile, online and offline advertising and to help measure the effectiveness of mobile, online and offline advertising campaigns. We secure a majority of our phone numbers through telecommunication carriers that we have contracted with and a smaller number through the 800 Service Management System, and such telecommunication carriers provide the underlying telephone service. Our telecommunications carriers and telephone number acquisition process are subject to the rules and guidelines established by the Federal Communications Commission. Furthermore, to the extent we offer call recording and pay-for-call services, we may be directly subject to certain telecommunications-related regulations. The Federal Communications Commission and our telecommunication carriers may change the rules and guidelines for securing phone numbers or change the requirements for retaining the phone numbers we have already secured. As a result, we may not be able to secure or retain sufficient phone numbers needed for our services. We may also be limited in the number of available telecommunications carriers or vendors to provide such phone numbers to us in the event of any industry consolidations.

Our automated voice and mobile advertising-based technologies are heavily reliant on vendors.

Certain voice and mobile advertising-based products are heavily reliant on vendors. The free directory product that we provide relies on technology provided by third party vendors that include voice recognition software and business, government and residence data listings. We cannot guarantee that the technology, data and services provided by our third party vendors will be of sufficient quality to meet the demands of our customers and partners. Further, we cannot guarantee that the technologies, data and services will be available to us in the future on acceptable terms, if at all. Any perception by our customers or partners that our voice and mobile advertising-based products are incomplete or not of sufficient quality could lead to a loss in confidence

by our customers or partners, which in turn could lead to a decline in revenues. If we are unable to continue maintaining, advancing and improving our voice and mobile advertising-based products, our operating results may be adversely affected.

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 operate without infringing on the intellectual property rights of others. There can be no guarantee that any of our intellectual property will not be challenged by third parties. We may be subject to patent infringement claims or other intellectual property infringement claims, and claims of copyright infringement with respect to certain of our websites that would be costly to defend and could limit our ability to use certain critical technologies. The expansion of our call advertising business increases the potential intellectual property infringement claims we may be subject to, particularly in light of the large number of patents which have been issued (or are pending) in the telecommunications field over the last several decades, both in the U.S. and internationally. Jingle, which we acquired in 2011, was subject to patent infringement claims, which were unsuccessful at trial. We resolved this matter and obtained a license to the patents at issue.

We believe that a consolidation of patent portfolios by major technology companies and independent asset holding companies will increase the chances of aggressive assertions of patent and other intellectual property claims. Within the technology telecommunications and online sectors, among other related sectors, we have witnessed various claim holders and alleged rights holders pursue business strategies devoted to extracting settlements or license fees for a wide range of basic and commonly accepted methods and practices. We may be subject to those intellectual property claims in the ordinary course of our business. Also, our partners and customers may also find that they are subject to similar claims, in which case we may be included in any related process or dispute settlement.

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.

Our expanding international operations subject us to additional risks and uncertainties and we may not be successful with our strategy to continue to expand such operations.

One potential area of growth for us is in international markets. We have operations, through our subsidiaries, in other countries. Currently, we have operations in Australia, Canada, Ireland, New Zealand, and the United Kingdom. We are exploring various customer opportunities internationally. Our international expansion and the integration of international operations present unique challenges and risks. Compliance with complex foreign and U.S. laws and regulations that apply to our international operations increases our cost of doing business in international jurisdictions and could interfere with our ability to offer our products and services to one or more countries or expose us or our employees to fines and penalties. We may also have to offer our products and services in a modified format which may not be as compelling to certain customers. Our continued international expansion also subjects us to increased foreign currency exchange rate risks and will require additional management attention and resources. We cannot assure you that we will be successful in our international expansion. There are risks inherent in conducting business in international markets, including:

- the need to localize our products and services to foreign customers' preferences and customs;
- difficulties in managing operations due to language barriers, distance, staffing and cultural differences;
- application of foreign laws and regulations to us, in particular data and privacy regulations in Europe and other international jurisdictions, which may impose significantly more liability and product limitations on service providers in our industry;

- compliance with anti-bribery laws, such as the Foreign Corrupt Practices Act and the UK Anti-Bribery Act;
- tariffs and other trade barriers;
- fluctuations in currency exchange rates;
- establishing management systems and infrastructures;
- reduced protection for intellectual property rights in some countries;
- changes in foreign political and economic conditions;
- compliance with the laws of numerous taxing jurisdictions, both foreign and domestic;
- foreign exchange controls that might prevent us from repatriating cash earned outside the United States;
- the complexity and potentially adverse tax consequences of U.S. tax laws as they relate to our international operations;
- increased costs to establish and maintain effective controls at foreign locations; and
- overall higher costs of doing business internationally.

Our failure to address these risks adequately could materially and adversely affect our business, revenue, results of operations and financial condition.

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

We are heavily dependent upon the continued services of our executive founders, 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. 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 December 31, 2015, Russell C. Horowitz, Ethan A. Caldwell and Peter Christothoulou, our executive founders, together controlled 79% 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 executive founders, for any reason, or any conflict among our executive founders, 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 Select 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 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 Select 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.

Impairment of goodwill would result in a decrease in earnings.

Current accounting rules require that goodwill be tested for impairment at least annually and reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. 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; and significant changes in competition and market dynamics. These estimates are inherently uncertain and can be affected by numerous factors, including changes in economic, industry or market conditions, changes in business operations, a loss of a significant customer, changes in competition or changes in the share price of our common stock and market capitalization. Significant and sustained declines in the stock price and market capitalization, a significant decline in expected future cash flows or a significant adverse change in the business climate, among other factors, could result in the need to perform an impairment analysis in future periods. We cannot accurately predict the amount and timing of any future impairment of goodwill or other intangible assets. Should the value of goodwill or other intangible assets become impaired, we would record an impairment charge, which could have an adverse effect on its financial condition and results of operations.

The Company reviews goodwill for impairment annually on November 30 and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. The Company performed its annual impairment testing as of November 30, 2015. As a result of the testing, the Company determined that there was no impairment of goodwill for the year ended December 31, 2015.

The current business environment is subject to evolving market conditions and requires significant management judgment to interpret the potential impact to our assumptions. At various points in time, during the period January 1, 2016 to March 7, 2016, our stock price approached or dropped below the then book value. To the extent that changes in the current business environment impact the our ability to achieve levels of forecasted operating results and cash flows, if our stock price were to trade below book value per share for an extended period of time and/or should other events occur indicating the remaining carrying value of our assets might be impaired, we would test our goodwill for impairment and may recognize an impairment loss to the extent that the carrying amount exceeds such asset’s fair value. We will continue to monitor our financial performance, stock price and other factors in order to determine if there are any indicators of impairment prior to our annual impairment evaluation in November 2016.

We may be required to increase or decrease the valuation allowance against our deferred tax assets.

Factors in our ability to realize a tax benefit from our deferred tax assets include tax attributes and operating results of acquired businesses, the nature, extent and periods that temporary differences are expected to reverse and our expectations about future operating results. We regularly review our deferred tax assets to assess whether or not it is more likely than not that the deferred tax assets will be realized, and, if necessary, increase or decrease the valuation allowance for portions of such assets to reduce the carrying value. At the end of the fourth quarter of 2012, we recognized a partial valuation allowance of $16.4 million on our federal deferred tax assets which reduced our net deferred assets to $28.5 million. At the end of the second quarter of 2013, our gross deferred tax assets increased by approximately $651,000 due primarily to the 2012 and 2013 research and development credit which was reinstated as part the 2012 American Taxpayer Relief Act signed into law in January 2013. This increase was offset by a corresponding increase in our valuation allowance. We increased the valuation allowance by $22.3 million to record a full valuation allowance against our deferred tax assets as of September 30, 2014 resulting in a corresponding income tax expense of $22.3 million for the third quarter of 2014. As of December 31, 2015, our deferred tax assets were $34.5 million and we have provided a full valuation allowance on the Company’s deferred tax assets as we believe it is not more likely than not that these assets will be realized.

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

We display pay-for-call or pay-per-click listings on third party domain names and third party websites that are part of our distribution network, which could subject us to a wide variety of civil claims including intellectual property ownership and infringement. 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.

We may face risks related to litigation that could result in significant legal expenses and settlement or damage awards.

From time to time, we are subject to claims and litigation, which could seriously harm our business and require us to incur significant costs. On November 17, 2015, Steven Porter, a purported shareholder of the company, filed a securities class action, alleging violations of the federal securities laws (the "Complaint") in the United States District Court for the Southern District of New York (Civil Action No. 15-cv-09011). The defendants in the case are Marchex, Inc. and certain officers (collectively, the "Defendants"). Mr. Porter seeks to represent all people who purchased or otherwise acquired the company's common stock during the period from March 19, 2014 to September 18, 2014, and seeks unspecified damages. The Complaint alleges violations under Section 10(b) of the Securities Exchange Act of 1934 and SEC Rule 10b-5 by all Defendants and violations under Section 20(a) of the Exchange Act by certain officers. The Complaint alleges that the Defendants made false and/or misleading statements and/or failed to disclose material adverse facts about the company's business, operations, and prospects. On February 4, 2016, we filed a Motion to Transfer this case to the United States District Court for the Western District of Washington.

We are generally obliged, to the extent permitted by law, to indemnify our current and former directors and officers who are named as defendants in these types of lawsuits. Defending against litigation may require significant attention and resources of management. Regardless of the outcome, such litigation could result in significant legal expenses.

If we are a party to material litigation and if the defenses we claim are ultimately unsuccessful, or if we are unable to achieve a favorable settlement, we could be liable for large damage awards that could have a material adverse effect on our business and consolidated financial statements.

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-for-call services;
- delivery of pay-for-call advertising to end users or customers of advertisers through mobile and online destination websites or other offline distribution outlets;
- sales to advertisers of call tracking and call analytics;
- services and outsourcing of technologies that allow advertisers to manage their advertising campaigns across multiple networks and track the success of these campaigns;
- aggregation or optimization of online advertising for distribution through mobile and online search engines and applications, product shopping engines, directories, websites or other offline outlets;
- provision of local and vertical websites 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 mobile and online destination websites or other offline distribution outlets; and
- local search sales training.

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 leading search engines and digital advertising networks such as Google and Microsoft. We also compete with call analytics technology providers such as Twilio, Telemetrics, Invoca, DialogTech and Convirza. As we continue to advance our data analytics technologies, we anticipate facing increased competition from companies providing more broad advertising solutions, such as data management companies like Datalogix. We also face competition on the call supply side, where competing mobile ad companies like xAd look to outbid, partner with or otherwise secure sources of call supply we utilize. 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. 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. 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 mobile and 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 digital/online 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 mobile or 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, reseller partners, 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 disasters, including, but not limited to, hurricanes, tornadoes, and earthquakes; 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, including sensitive customer 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, reseller partners, 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. Furthermore, some of these events could disrupt the economy and/or our customers' business activities and in turn materially affect our operating results.

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 colocation 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 colocation 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. Short term or repeat problems with any of these service providers could provide an interruption of service or service quality impairment to significant customers, which could also impact materially our revenue in any period due to credits or potential loss of significant customers.

If our security measures, including those of our vendors or partners, are breached or are perceived as not being secure, we may lose advertisers, reseller partners and distribution partners and as a result we may incur significant legal and financial exposure and suffer an adverse effect on our business.

We store and transmit data and information about our advertisers, reseller partners, distribution partners and their respective users. We also work with vendors and partners who may come into contact with certain data, such as carriers, colocation and data storage facilities and distribution partners referring callers. We deploy security measures to protect this data and information, as do third parties we utilize to assist in data and information storage. Our security measures and those of the third parties we partner with to assist in data and information storage, as well as to assist in the delivery of services to our advertisers, may suffer breaches. Security breaches of our data storage systems or our third party colocation and technology providers we utilize to store data and information relating to our advertisers, reseller partners, distribution partners and their respective users could expose us to significant potential liability. Similarly, security breaches of our vendors and partners, or ineffective data security by our vendors or partners, may result in similar significant liability. In addition, security breaches, actual or perceived, could result in legal liability, government fines, and the loss of advertisers, reseller partners and distribution partners that could potentially have an adverse effect on our business.

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 have had issued or have applications pending for the following patents:

- U.S. Patent Number 7,668,950 entitled “Automatically Updating Performance-Based Online Advertising System and Method” was issued February 23, 2010.
- U.S. Patent Number 8,442,862 entitled “Method and System for Tracking Telephone Calls” was issued on May 14, 2013 and a corresponding divisional Patent Application Number 13/294,436 was filed November 11, 2011. The following divisional applications of Patent Application Number 13/294,436 were also filed: 14/045,536 titled “Method and System for Phone Number Cleaning” was filed November 3, 2013; 14/058,037 titled “Method and System for Collecting Data from Advertising Campaigns Including Phone Number Placement Techniques” was filed November 18, 2013; 14/058,080 titled “Method and System for Monitoring Campaign Referral Sources” was filed November 18, 2013, and 14/065,345 titled “Method and System for Tracking Telephone Calls” was filed November 28, 2013.
- U.S. Patent Number 6,822,663 entitled “Transform Rule Generator for Web-Based Markup Languages” was issued November 23, 2004.
- U.S. Patent Number 8,583,571 entitled “Facility for Reconciliation of Business Records Using Genetic Algorithms” was issued November 12, 2013.
- U.S. Patent Number 8,433,048 entitled “System and Method to Direct Telephone Calls to Advertisers” was issued April 30, 2013.
- U.S. Patent Application Number 12/829,373 entitled “System and Method for Calling Advertised Telephone Numbers on a Computing Device” was filed July 1, 2010.
- U.S. Patent Number 8,259,915 entitled “System and Method to Analyze Calls to Advertised Telephone Numbers” was issued September 4, 2012 and its continuation Patent Number 8,788,344 was issued July 22, 2014.
- U.S. Patent Application Number 13/176,709 entitled “Method and System for Automatically Generating Advertising Creatives” was filed July 5, 2011.
- U.S. Patent Number 8,630,393 entitled “Systems and Methods for Blocking Telephone Calls” was issued January 14, 2014.
- U.S. Patent Number 7,212,615 entitled “Criteria Based Marketing For Telephone Directory Assistance” was issued May 1, 2007 and owned by Jingle Networks, which we acquired in 2011.
- U.S. Patent Number 7,702,084 entitled “Toll-Free Directory Assistance With Preferred Advertisement Listing” was issued April 20, 2010.
- U.S. Patent Number 7,961,861 entitled “Telephone Search Supported By Response Location Advertising” was issued June 14, 2011.
- U.S. Patent Application Number 11/290,148 entitled “Telephone Search Supported By Advertising Based On Past History Of Requests” was filed November 29, 2005.
- U.S. Patent Number 8,175,231 entitled “Toll-Free Directory Assistance With Automatic Selection Of An Advertisement From A Category” issued May 8, 2012.
- U.S. Patent Number 8,107,602 entitled “Directory Assistance With Data Processing Station” was issued January 31, 2012.

- U.S. Patent Number 8,929,522 entitled “System and Method to Customize a Connection Interface for Multimodal Connection to a Telephone Number” was issued January 16, 2015.
- U.S. Patent Number 8,634,520 entitled “Call Tracking System Utilizing an Automated Filtering Function” was issued January 21, 2014.
- U.S. Patent Number 8,671,020 entitled “Call Tracking System Utilizing a Pooling Algorithm” was issued March 11, 2014.
- U.S. Patent Number 8,687,782 entitled “Call Tracking System Utilizing a Sampling Algorithm” was issued April 1, 2014.
- U.S. Patent Application Number 13/865,966 entitled “Correlated Consumer Telephone Numbers and User Identifiers for Advertising Retargeting was filed April 18, 2013, claiming priority to U.S. Patent Application Number 61/801,893 entitled “Cross-Channel Targeting Using Historical Online and Call Data” filed March 15, 2013.
- U.S. Patent Number 9,118,751 entitled “System and Method for Analyzing and Classifying Calls without Transcription” was issued August 25, 2015 and its continuation U.S. Patent Application Number 14/834,196 entitled “System and Method for Analyzing and Classifying Calls without Transcription” was filed August 24, 2015.
- U.S. Patent Application Number 14/045,118 entitled “System and Method for Analyzing and Classifying Calls Without Transcription via Keyword Spotting” was filed October 3, 2013.
- U.S. Patent Application Number 14,550,089 entitled “Identifying Call Characteristics to Detect Fraudulent Call Activity and Take Corrective Action Without Using Recording, Transcription or Caller ID” was filed November 21, 2014.
- U.S. Patent Application Number 14,550,203 entitled “Analyzing Voice Characteristics to Detect Fraudulent Call Activity and Take Corrective Action Without Using Recording, Transcription or Caller ID” was filed November 21, 2014.
- U.S. Patent Application Number 14/714,141 entitled “Call Analytics for Mobile Advertising” was filed May 15, 2015.
- U.S. Patent Application Number 14/721,912 entitled Identifying Call Components to Detect Call Traffic Pumping and Taking Corrective Action without Using Recording, Transcription or Caller ID” was filed May 26, 2015, claiming priority to 62/159,086 filed May 8, 2015.

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 sued by others seeking to invalidate our patents or prevent the issuance of future patents. 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 mobile and Internet usage and seasonal purchasing cycles of many advertisers. Our experience has shown that during the spring and summer months, mobile and Internet usage is generally lower than during other times of the year and during the latter part of the fourth quarter of the calendar year we generally experience lower call volume and reduced demand for calls from our call advertising customers. The extent to which usage and call volume may decrease during these off-peak periods is difficult to predict. Prolonged or severe decreases in usage and call volume during these periods may adversely affect our growth rate and results, and in turn, the market price of our securities. In the first quarter of the calendar year, this trend generally reverses with increased mobile and Internet usage and often new budgets at the beginning of the year for many of our customers with fiscal years ending December 31. The seasonal purchasing cycles of some customers in certain industries may also be higher in the first half versus the latter half of the calendar year. Additionally, the current business environment has resulted in many advertisers and reseller partners reducing advertising and marketing services budgets or changing such budgets throughout the year, which we expect may impact our quarterly results of operations in addition to 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. Deterioration in economic conditions could cause decreases in or delays in advertising spending and 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 deterioration in economic conditions could negatively impact our results of operations.

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

Our future revenue and profits, if any, depend upon the continued widespread use of mobile technologies and the Internet as an effective commercial and business medium. Factors which could reduce the widespread use of mobile technologies (including mobile devices, in particular) and the Internet include:

- possible disruptions or other damage to the mobile, Internet or telecommunications infrastructure and networks;

- failure of the individual networking infrastructures of our advertisers, reseller partners, 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 data security or privacy protection.

In particular, concerns over the security of online transactions and the privacy of users, including the risk of identity theft, may inhibit the growth of Internet usage, including commercial transactions. In order for the mobile and 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 mobile and 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.

Regulation of E-Commerce, Online Tracking, Online Data Collection, and Use of the Internet may adversely affect our business and operating results.

Mobile and online search, e-commerce and related businesses face uncertainty related to new or future government regulation at the federal, state, and international levels regarding e-commerce, online tracking, online data collection, and use of the Internet. Due to the rapid growth and widespread use of the Internet, state and federal legislatures (both domestically and abroad) 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 companies that engage in e-commerce, or otherwise interact with the Internet 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 affect 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 websites. 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 online collection of personal information about children and the use of that information. The Federal Trade Commission (FTC) has the authority to impose fines and penalties upon website operators and online service providers that do not comply with the law. We do not currently offer any websites or online services "directed to children," nor do we knowingly collect personal information 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 majority of the states also have adopted similar statutes governing the transmission of commercial e-mail. The FTC and the states, as applicable, are authorized to enforce the CAN-SPAM Act and the state-specific statutes, respectively. CAN-SPAM 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. 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, the FTC has sought inquiry regarding the implementation of a “do-not-track” requirement. Federal legislation is also expected to be introduced that would regulate “online behavioral advertising” practices. If passed, these laws would impose new obligations for companies that use such software applications or technologies. At least one state already has enacted a law, which went into effect in January 2014, regarding online tracking.

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 countries may enact laws that 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, and Data Protection Directives (and similar legislation in other countries where we may have operations). 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 information 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), or additional taxes or surcharges, 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, our call recording and pay-for-call services may directly subject us 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. 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 FCC has initiated a proceeding regarding the regulation of broadband services. The increasing growth of the broadband IP telephony market and popularity of broadband IP telephony products and services heighten the risk that the FCC 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 Sales Rule, 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.
- Our international operations may expose us to telecommunications regulations in the countries where we are operating and these regulations could negatively affect the viability of our business.

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.

The federal government passed legislation placing a ban on state and local governments' imposition of new taxes on Internet access or electronic commerce transactions through the Internet Tax Freedom Act, which was extended through December 11, 2015 (which has not yet been further extended). The proposed Marketplace Fairness Act, if enacted into law, would allow states to require online and other out of state merchants to collect and remit sales and use tax on products and services that they may sell. 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 Class B 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 Select Market ranged from $3.00 to $26.14 per share through December 31, 2015. 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;
- lawsuits initiated against us or lawsuits initiated by us;
- announcements of acquisitions or technical innovations;
- potential loss or reduced contributions from distribution partners, reseller partners and agencies, or advertisers;
- changes in growth or 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 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, as amended (the “Exchange Act”); 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 Select Market and the market for mobile and 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.

If securities analysts do not continue to publish research or publish negative research about our business, our stock price and trading volume could decline.

The trading market for our Class B common stock depends in part on the research and reports that securities analysts publish about us or our business. If one or more of the analysts who covers us downgrades our stock or publishes negative research about our business, our stock price would likely decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, we could lose visibility in the market for our stock and demand for our stock could decrease, which could cause our stock price or trading volume to decline.

Our executive founders 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 December 31, 2015, Russell C. Horowitz, Ethan A. Caldwell and Peter Christothoulou, our executive founders, beneficially owned 100% of the outstanding shares of our Class A common stock, which shares represented 78% of the combined voting power of all outstanding shares of our capital stock. These executive founders together control 79% 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 executive founders. 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 executive founders 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 executive founders 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 executive founders 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 executive founders 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 pay dividends on our Class B 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 Class B common stock from November 2006 through May 2015. Our ability to pay dividends in the future will depend on our financial results, liquidity and financial condition. We currently do not anticipate declaring or paying dividends in the foreseeable future.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

ITEM 2. PROPERTIES.

Our headquarters are located in Seattle, Washington and consist of approximately 61,000 square feet of leased office space. We lease additional office space in San Francisco, California, Las Vegas, Nevada, and New

York, New York. We also lease office space internationally in Sydney, Australia. Our information technology systems are hosted and maintained in third party facilities under collocation services agreements. See Item 1 of this Annual Report on Form 10-K under the caption “Information Technology and Systems.”

We believe that our existing facilities, together with additional space we believe we can lease at reasonable market rates, are adequate for our near term business needs.

ITEM 3. LEGAL PROCEEDINGS.

On November 17, 2015, Steven Porter, a purported shareholder of the Company, filed a putative securities class action, alleging violations of the federal securities laws (the “Complaint”) in the United States District Court for the Southern District of New York (Civil Action No. 15-cv-09011). The defendants in the case are Marchex, Inc. and certain officers (collectively, the “Defendants”). Mr. Porter seeks to represent all people who purchased or otherwise acquired the Company’s common stock during the period from March 19, 2014 to September 18, 2014, excluding the Defendants, and seeks unspecified damages. The Complaint alleges violations under Section 10(b) of the Securities Exchange Act of 1934 and SEC Rule 10b-5 by all Defendants and violations under Section 20(a) of the Exchange Act by certain officers. The Complaint alleges that the Defendants made false and/or misleading statements and/or failed to disclose material adverse facts about the Company’s business, operations, and prospects. On February 4, 2016, the Company filed a Motion to Transfer this case to the United States District Court for the Western District of Washington (the “Motion to Transfer”). Mr. Porter did not oppose the Motion to Transfer. The Company intends to vigorously defend itself against the claims asserted in this action. The Company believes that the Defendants have meritorious defenses to the allegations made in the Complaint and does not expect the results of this suit to have a material effect on its business or consolidated financial statements.

In addition, the Company from time to time is a party to disputes and legal and administrative proceedings arising from the ordinary course of business. Management does not expect the results of any of these actions to have a material effect on the Company’s business or consolidated financial statements.

For information regarding our legal proceedings, see Note 4. *Commitments and Contingencies*, in the Notes to Consolidated Financial Statements included in Part II, Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K.

ITEM 4. MINE SAFETY DISCLOSURES.

Not Applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market Information

Our Class B common stock has been traded on the NASDAQ Global Select Market under the symbol "MCHX" since March 31, 2004 when we completed our initial public offering at a price of $6.50 per share. Prior to that time, there was no public market for our Class B common stock. The following table sets forth, for the periods indicated, the high and low closing sales prices for Marchex's Class B common stock as reported on the NASDAQ Global Select Market:

	High	Low
Year ended December 31, 2014		
First Quarter	$12.47	$8.89
Second Quarter	$12.09	$9.24
Third Quarter	$12.39	$3.96
Fourth Quarter	$ 5.25	$3.55
Year ended December 31, 2015		
First Quarter	$ 4.75	$3.81
Second Quarter	$ 5.21	$3.92
Third Quarter	$ 4.93	$3.65
Fourth Quarter	$ 4.60	$3.64

Holders

As of March 2, 2016, there were 41,967,584 shares of common stock outstanding that were held by 98 stockholders of record. Of these shares:

- 5,232,636 shares were issued as Class A common stock, and as of this date were held by 3 stockholders of record; and
- 36,734,948 shares were issued as Class B common stock, and as of this date were held by 95 stockholders of record.

Dividends

In November 2006, we initiated a quarterly cash dividend at $0.02 per share of Class A common stock and Class B common stock. No dividends were declared or paid in 2013. In 2014, our board of directors declared quarterly dividends in the amount of $0.02 per share on our Class A and Class B common stock in each of the quarters, totaling $3.3 million for the year. In 2015, quarterly dividends of $0.02 per share were paid on February 17 and May 18 to the holders of record as of the close of business on February 6 and May 7, respectively. The aggregate quarterly dividends, paid in February and May, were $1.7 million. We do not anticipate declaring or paying further dividends in the foreseeable future.

Issuer Purchases of Equity Securities

During the fourth quarter of 2015, 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)
Class B Common Shares:				
October 1—October 31, 2015 (2)	49,920	$ 4.03	47,670	1,502,976
November 1—November 30, 2015	47,120	$ 4.27	47,120	1,455,856
December 1—December 31, 2015 (2),(3)	113,923	$ 3.61	48,055	1,407,801
Total Class B Common Shares	210,963	$ 3.86	142,845	1,407,801

(1) In November 2014, we established a 2014 share repurchase program, which supersedes and replaces any prior repurchase programs, and authorized the Company to repurchase up to 3 million shares in the aggregate of the Company's Class B common stock. 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.

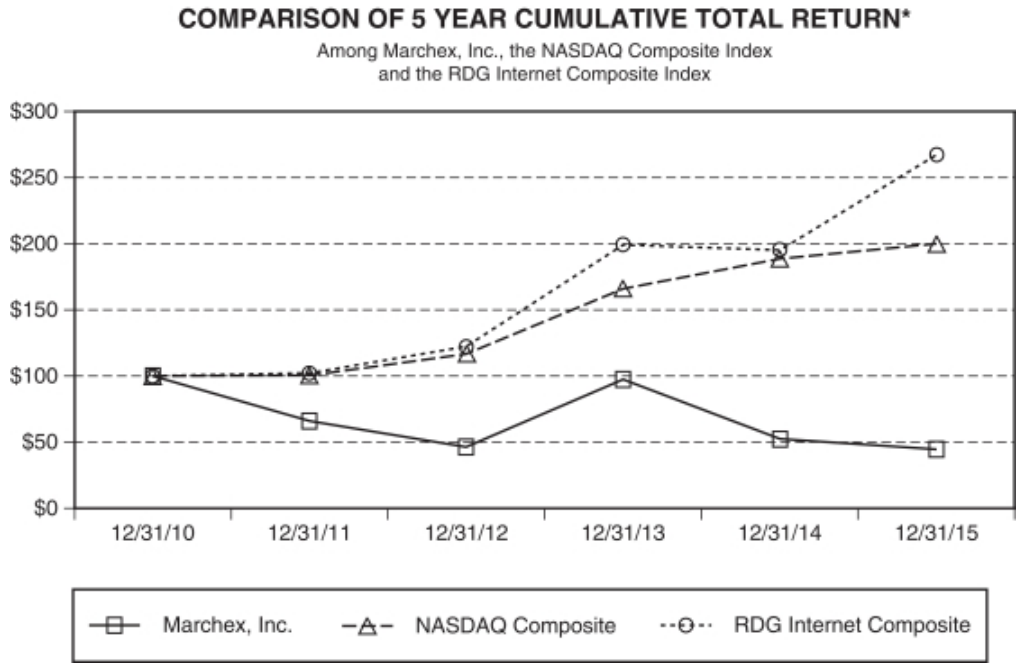
(2) Shares of restricted equity subject to vesting which were issued to a certain employee. We repurchased 2,250 and 10,500 shares which were not already vested for $0.01 per share upon termination of employment for the months ended October 31 and December 31, 2015, respectively.

(3) Includes 55,368 shares of Class B common stock for the period December 31, 2015, which were repurchased to satisfy certain employees' minimum tax withholding obligations in connection with the vesting of restricted stock awards and were based on the fair market value on the vesting date.

Stock Performance Graph

This performance graph shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of Marchex under the Securities Act of 1933, as amended or the Exchange Act.

The following graph shows a comparison from December 31, 2010 through December 31, 2015 of cumulative total return for our Class B common stock, the NASDAQ Composite Index (the "NASDAQ Composite Index") and the RDG Internet Composite Index (the "RDG Index"). Measurement points are the last trading day of each of the Company's fiscal years ended December 31, 2009 through 2015. The graph assumes that $100 was invested on December 31, 2010 in the Class B common stock of the Company, the NASDAQ Composite Index and the RDG Internet Composite Index and assumes reinvestment of any dividends. Such returns are based on historical results and are not intended to suggest future performance.



	12/31/10	12/31/11	12/31/12	12/31/13	12/31/14	12/31/15
Marchex, Inc.	$ 100	$ 66.16	$ 46.33	$ 97.52	$ 52.34	$ 44.79
NASDAQ Composite Index	$ 100	$100.53	$116.92	$166.19	$188.78	$199.95
RDG Internet Composite Index	$ 100	$102.11	$122.23	$199.42	$195.42	$267.25

ITEM 6. SELECTED FINANCIAL DATA.

The following selected consolidated financial data should be read in conjunction with Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and the related notes appearing elsewhere in this Form 10-K.

The consolidated financial data for the years ended December 31, 2011 and 2012 is derived from our audited consolidated financial statements which are not included in this Form 10-K.

The consolidated statements of operations data for the years ended December 31, 2013, 2014 and 2015, and the consolidated balance sheet data at December 31, 2014 and 2015, are derived from our audited consolidated financial statements appearing elsewhere in this Form 10-K.

The historical results are not necessarily indicative of the results to be expected in any future period.

Consolidated Statements of Operations Data (in thousands except per share amounts):

	Year ended December 31,				
	2011	2012	2013	2014	2015
Revenue	$133,704	$129,309	$147,837	$173,601	$143,013
Loss from operations	$ (3,844)	$ (14,061)	$ (2,102)	$ (222)	$ (507)
Loss from continuing operations	$ (3,559)	$ (29,845)	$ (2,162)	$ (22,793)	$ (597)
Discontinued operations, net of tax	$ 6,518	$ (5,352)	$ 3,979	$ 3,703	$ 27,318
Net income (loss)	$ 2,959	$ (35,196)	$ 1,817	$ (19,090)	$ 26,721
Net income (loss) applicable to common stockholders	$ 2,700	$ (35,853)	$ 1,817	$ (19,217)	$ 26,684
Basic and diluted net income (loss) per Class A share applicable to common stockholders:					
Continuing operations applicable to common stockholders	$ (0.12)	$ (0.90)	$ (0.06)	$ (0.57)	$ (0.01)
Discontinued operations, net of tax	$ 0.20	$ (0.16)	$ 0.11	$ 0.09	$ 0.66
Net income (loss) per Class A share applicable to common stockholders	$ 0.08	$ (1.06)	$ 0.05	$ (0.48)	$ 0.65
Basic and diluted net income (loss) per Class B share applicable to common stockholders:					
Continuing operations applicable to common stockholders	$ (0.12)	$ (0.89)	$ (0.06)	$ (0.57)	$ (0.01)
Discontinued operations, net of tax	$ 0.20	$ (0.16)	$ 0.11	$ 0.09	$ 0.66
Net income (loss) per Class B share applicable to common stockholders	$ 0.08	$ (1.05)	$ 0.05	$ (0.48)	$ 0.65
Shares used to calculate basic net income (loss) per share:					
Class A	9,928	9,574	8,816	5,853	5,233
Class B	23,358	24,412	26,798	34,157	35,935
Shares used to calculate diluted net income (loss) per share:					
Class A	9,928	9,574	8,816	5,853	5,233
Class B	33,285	33,986	35,614	40,010	41,168

Consolidated Balance Sheet Data (in thousands), except per share data:

	December 31,				
	2011	2012	2013	2014	2015
Cash and cash equivalents	$ 37,443	$ 15,930	$ 30,912	$ 80,032	$ 109,155
Working capital	$ 16,168	$ 21,683	$ 39,675	$ 85,849	$ 118,823
Total assets	$ 220,058	$ 149,147	$ 162,148	$ 180,669	$ 204,992
Other non-current liabilities	$ 2,580	$ 2,216	$ 2,095	$ 1,118	$ 662
Total liabilities	$ 61,050	$ 26,212	$ 27,393	$ 24,516	$ 17,526
Total stockholders' equity	$ 159,008	$ 122,935	$ 134,755	$ 156,153	$ 187,466
Cash dividends declared per common share	$ 0.08	$ 0.25	$ —	$ 0.08	$ 0.04

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion should be read in conjunction with the audited consolidated financial statements and the notes to those statements which appear elsewhere in this Annual Report on Form 10-K. This discussion contains forward-looking statements. Please see page 1 on this Annual Report on Form 10-K "Forward-Looking Statements" and Item 1A of this Annual Report on Form 10-K under the caption "Risk Factors" for a discussion of the risks, uncertainties and assumptions associated with these statements.

Overview

Marchex is an advertising analytics company. We power global brands to truly understand the mobile consumer journey by connecting online behavior to real-world, offline actions.

We provide products and services for enterprises that depend on consumer phone calls to drive sales. Our media analytics products can connect call data to media channels – including search and display– down to the campaign, keyword and impression so marketers can maximize advertising returns. Our sales analytics products deliver actionable intelligence on the offline consumer journey to help prospects become customers.

Our primary product offerings are:

- ***Marchex Call Analytics.*** Marchex Call Analytics is an analytics platform for enterprises that depend on inbound phone calls to drive sales, appointments and reservations. Marketers use this platform to understand which marketing channels, advertisements, keywords and creatives are driving calls to their business, allowing them to optimize their advertising expenditures across media channels. Marchex Call Analytics also includes technology that can extract data and insights about what is happening during a call and measures the outcome of calls and return on investment. The platform also includes technology that blocks robocalls, telemarketers and spam calls to save businesses time. Marchex Call Analytics data can integrate directly into third-party marketer workflows such as Salesforce, Eloqua, Adobe, Kenshoo, DoubleClick Search, Marin Software and many other marketing dashboards and tools. Advertisers pay us a fee for each call or call related data element they receive from calls including call-based ads we distribute through our sources of call distribution or for each phone number tracked based on pre-negotiated rates.

  Marchex Call Analytics for Search. Marchex Call Analytics for Search is a product for search marketers that drive phone calls from search campaigns. Marchex Call Analytics for Search attributes inbound phone calls made directly from paid search ads and landing pages to a keyword. The platform can deliver this data as well as data about call outcomes directly into search management platforms like DoubleClick Search and Kenshoo. According to a June 2015 BIA Kelsey report, phone calls from search to businesses from smartphones will reach over 40 billion and the number of mobile searches will exceed desktop searches in 2016.

  Marchex Display Analytics. Marchex Display Analytics, currently in beta, is a product for marketers that buy digital display advertising. Marchex Display Analytics can measure the influence that display advertising has on inbound phone calls so that marketers can better attribute their return on advertising spend for inbound phone calls and delivers this data to marketers in a reporting dashboard. According to a March 2015 eMarketer report, display advertising spend is expected to reach over $37 billion in the US by 2017.

- ***Marchex Call Marketplace***. Marchex Call Marketplace is a mobile advertising network for businesses that depend on inbound phone calls to drive sales. We offer advertisers ad placements across numerous mobile and online media sources to deliver qualified calls to their businesses. It leverages Marchex Call Analytics platform for tracking, reporting and optimization. Advertisers are charged on a pay-per-call or cost per action basis.

- ***Local Leads***. Our Local Leads platform is a white-labeled, full service advertising solution for small business resellers, such as Yellow Pages providers and vertical marketing service providers, to sell call advertising, search marketing and other lead generation products through their existing sales channels to their small business advertisers. These calls and leads are then fulfilled by us across our distribution network, including mobile sources, and search engines. The lead services we offer to small business advertisers through our Local Leads platform include pay-for-call, search marketing and ad creation and include advanced features such as call tracking, geo-targeting, campaign management, reporting and analytics. The Local Leads platform is highly scalable and has the capacity to support hundreds of thousands of advertiser accounts. Reseller partners and publishers generally pay us account fees and 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 ("YP"), we generate revenues from our local leads platform. We also have a separate pay-for-call services arrangement with YP. In 2015, we extended these agreements through December 31, 2016. The primary local leads platform arrangement includes certain minimum fee commitments by YP through the first half of 2016 and provides YP additional flexibility to migrate active accounts to itself or a third-party provider prior to the end of an advertiser contract. YP is our largest reseller partner and was responsible for 25%, 25% and 29% of our total revenues in the years ended December 31, 2013, 2014 and 2015, respectively. We also have a separate distribution partner agreement with YP.

We were incorporated in Delaware on January 17, 2003. Acquisition initiatives have played an important part in our corporate history to date.

We have offices in Seattle, Washington; Las Vegas, Nevada; and New York, New York. In October 2015, we opened offices in Sydney, Australia and San Francisco, California.

Consolidated Statements of Operations

All significant 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 consolidated financial statements.

We historically generated revenue from two business segments: Call-driven and Archeo. Call-driven revenue consists of payments from advertisers for pay-for-call marketing services and for use of our call analytics technology. Call-driven revenue also consists of payments from our reseller partners for use of our local leads technology platform and marketing services, which they offer to their small business customers, as well as payments from advertisers for cost-per-action services. Archeo revenue includes revenue generated from advertisements on our previously owned and operated websites and third-party distribution. In December 2015, we sold the remaining Archeo operations. This disposition did not meet the criteria for discontinued operations, and as a result the operating results are reflected in continuing operations under the Archeo segment. We do not expect to generate any significant Archeo revenue after December 31, 2015. Prior to the December 2015 disposition, we sold certain assets related to Archeo's pay-per-click advertising services in July 2013 and, in April 2015, we sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. The operating results related to these dispositions are shown as discontinued operations in the consolidated statements of operations for all periods presented. See *Note 10. Discontinued Operations and Disposition* for further discussion regarding the dispositions. For detail on revenue by segment and geographical area for the three most recent fiscal years, see *Note 9. Segment Reporting and Geographic Information* of the notes to our consolidated financial statements.

Presentation of Financial Reporting Periods

The comparative periods presented are for the years ended December 31, 2013, 2014 and 2015.

Revenue

We generate revenue through our call advertising services, pay-per-click advertising services, and our local leads platform, which includes our call and click services.

Our performance-based advertising services, which include call advertising, cost-per-action services, and pay-per-click services, amounted to greater than 77% of revenues in all periods presented. In addition, we generate revenue through our Local Leads platform, which enables partner resellers to sell call advertising and/or search marketing products, and campaign management services. These secondary sources accounted for less than 23% 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 owed that occurs subsequent to period ends.

Performance-Based Advertising and Other Services

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

Our call analytics technology platform provides data and insights that can measure the performance of mobile, online and offline advertising for advertisers and small business resellers. We generate revenue from our call analytics technology platform when advertisers pay us a fee for each call or call related data element they receive from calls including call-based ads we distribute through our sources of call distribution or for each phone number tracked based on a pre-negotiated rate.

We generate revenue from reseller partners and publishers utilizing our Local Leads platform to sell call advertising, search marketing, and other lead generation products. We are paid account fees and also agency fees for our products in the form of a percentage of the cost of every call or click delivered to advertisers. The reseller 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.

Advertisers pay us additional fees for services such as campaign management. 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. 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.

Industry and Market Factors

We enter into agreements with various mobile, online and offline distribution partners to provide distribution for pay-for-call advertisement listings which contain call tracking numbers and/or URL strings of our advertisers. We generally pay distribution partners based on a percentage of revenue or a fixed amount for each phone call on these listings. The level of 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, 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 mobile and Internet users who have access to our advertisers' listings and the rate at which our advertisers are able to convert calls from these mobile and 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 have revenue concentrations with certain large customers. Many of these customers are not subject to long term contracts with us and are able to reduce advertising spend at any time and for any reason. In some cases, we engage with advertisers through advertising agencies, who act on behalf of the advertisers. Advertising agencies may place insertion orders with us for particular advertising campaigns for a set period of time and are not obligated to commit beyond the campaign governed by a particular insertion order and may also cancel the campaign prior to completion. Advertising agencies also have relationships with many different providers, each of whom may be running portions of the advertising campaign. A significant reduction in advertising spending or budgets 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 have a material adverse effect on our future operating results.

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 phone call usage, the number of phone calls or other actions performed by users of our services which will be delivered to our advertisers, and how much advertisers will spend with us, and the amount they are willing to pay for our services. It is even more difficult to anticipate the average revenue per phone call or other performance-based action. It is also difficult to anticipate the impact of worldwide and domestic economic conditions on advertising budgets.

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 mobile and Internet usage and seasonal purchasing cycles of many advertisers. Our experience has shown that during the spring and summer months, mobile and Internet usage is lower than during other times of the year and during the latter part of the fourth quarter of the calendar year we generally experience lower call volume and reduced demand for calls from our call advertising customers. The extent to which usage and call volume may decrease during these off-peak periods is difficult to predict. Prolonged or severe decreases in usage and call volume during these periods may adversely affect our growth rate and results and in turn the market price of our securities. In the first quarter of the calendar year, this trend generally reverses with increased mobile and Internet usage and often new budgets at the beginning of the year for many of our customers with fiscal years ending December 31. The seasonal purchasing cycles of some customers in certain industries may also be higher in the first half versus the latter half of the calendar year. Additionally, the current business environment has generally resulted in advertisers and reseller partners reducing advertising and marketing services budgets or changing such budgets throughout the year, 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 the use of phone numbers relating to our call products and services;
- maintaining our websites;
- domain name registration renewal fees;
- domain name costs;
- network fees;
- fees paid to outside service providers;
- delivering customer service;
- depreciation of our websites, network equipment and software;
- colocation service charges of our network website 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 consists of user acquisition costs that relate primarily to payments made to distribution partners for access to their mobile, online, offline, or other user traffic. We enter into agreements of varying durations with distribution partners that integrate our services into their web sites, indexes or other sources of user traffic. 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 phone call or other action. Other payment structures that to a lesser degree exist include:

- variable payments based on a specified metric, such as number of paid phone calls or other actions;
- fixed payments, based on a guaranteed minimum amount of usage delivered; 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 variable or fixed payments. Agreements with variable payments based on a percentage of revenue, number of paid 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. Agreements with fixed payments with minimum guaranteed amounts of usage are expensed at 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.

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 websites 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. 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 measure stock-based compensation cost at the grant date based on the fair value of the award and recognize it as expense, net of estimated forfeitures, over the vesting or service period, as applicable, of the stock award using the straight-line method. Stock-based compensation expense has been included in the same lines as compensation paid to the same employees in the consolidated statements of operations.

Amortization of Intangibles from Acquisitions

Amortization of intangible assets excluding goodwill related to advertising relationships, distribution relationships, and acquired technology identified in connection with our acquisitions. These assets are amortized

over useful lives ranging from 12 to 36 months. As of December 31, 2015, our intangible assets from acquisitions have been fully amortized.

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. In 2014, we adopted ASU 2013-11 whereby we reclassified uncertain tax positions of $534,000 from other non-current liabilities to deferred tax assets. Uncertain tax positions as of December 31, 2014 and 2015 amounted to $717,000 and $888,000, respectively.

At December 31, 2015, based upon both positive and negative evidence available, the Company determined that it is not more likely than not that its deferred tax assets of $34.5 million will be realized and accordingly, the Company has recorded 100% valuation allowance of $34.5 million against these deferred tax assets. This compares to a valuation allowance of $44.8 million at December 31, 2014. Based on the level of historical taxable losses and the uncertainty of projections for future taxable income over the periods for which the deferred tax assets are deductible, we concluded that it is not more likely than not that the gross deferred tax assets will be realized. In assessing the realizability of deferred tax assets, we considered whether it is more likely than not that some or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets depends on the generation of future taxable income during the periods in which those temporary differences are deductible. We also considered the future reversal of deferred tax liabilities, carryback potential, projected taxable income, and tax planning strategies as well as its history of taxable income or losses in the relevant jurisdictions in making this assessment. We incurred taxable losses in 2013, 2014, and 2015 of $7.6 million, $10.9 million, and $13.6 million, respectively. As of December 31, 2015, the Company's federal NOL carryforwards were approximately $40.0 million for income tax purposes, which will begin to expire in 2026. As of December 31, 2015, the Company's state, city, and other foreign jurisdiction NOL carryforwards were approximately $6.2 million, which begin to expire in 2025.

In addition, at December 31, 2014 and 2015, we have certain federal NOL carryforwards of approximately $1.7 million, which 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 related to these specific NOL carryforwards, and that the utilization is limited such that substantially all of these NOL carryforwards will never be utilized. Accordingly, we have not included these federal NOL carryforwards in its 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.

Comparison of the year ended December 31, 2014 (2014) to the year ended December 31, 2015 (2015) and comparison of the year ended December 31, 2013 (2013) to the year ended December 31, 2014 (2014).

Segments

We have organized our operations into two segments: (1) the Call-driven segment, which is comprised of our performance-based advertising business focused on driving, analyzing, and measuring phone calls and the related outcomes; and (2) the Archeo segment, which is comprised of our click-based advertising and Internet domain operations.

In July 2013, we sold certain assets related to Archeo's pay per click advertising services and, in April 2015, we sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. As a result, the operating results related to these dispositions are shown as discontinued operations, net of tax, in the consolidated statements of operations for all periods presented and are excluded from segment reporting. In December 2015, the Company sold the remaining Archeo operations. This disposition did not meet the criteria for discontinued operations, and as a result the operating results are reflected in continuing operations. We do not expect to generate any significant Archeo revenue after December 31, 2015. See *Note 10. Discontinued Operations and Disposition* in the Notes to Consolidated Financial Statements for further discussion.

	Years ended December 31,		
	2013	2014	2015
Call-driven			
Revenue	$ 135,126	$ 168,051	$ 139,886
Operating expenses	128,829	156,952	132,077
Segment profit	$ 6,297	$ 11,099	$ 7,809
Archeo			
Revenue	$ 12,711	$ 5,550	$ 3,127
Operating expenses	8,072	4,617	2,696
Segment profit	$ 4,639	$ 933	$ 431
Reconciliation of segment profit to loss from continuing operations before provision for income taxes:			
Total segment profit	$ 10,936	$ 12,032	$ 8,240
Less reconciling items:			
Stock-based compensation	9,234	11,888	10,024
Amortization of intangible assets from acquisitions	2,926	434	—
Acquisition and disposition related costs	878	(68)	219
Gain on sale of Archeo assets	—	—	(1,496)
Interest expense and other, net	37	62	63
Loss from continuing operations before provision for income taxes	$ (2,139)	$ (284)	$ (570)

	Years ended December 31,		
	2013	2014	2015
Reconciliation of segment revenue to consolidated revenue			
Call-driven	$135,126	$168,051	$139,886
Archeo	12,711	5,550	3,127
Total	$147,837	$173,601	$143,013

Revenue

2014 to 2015

Revenue decreased 18% from $173.6 million in 2014 to $143.0 million in 2015. The decrease was due primarily to a decrease in our Call-driven revenues.

Our Call-driven revenues decreased 17% from $168.1 million in 2014 to $139.9 million in 2015. This decrease was due primarily to our call advertising arrangement with Allstate Insurance Company ("Allstate"), which ceased in September 2014 and contributed $48.8 million of revenue for the year ended December 31, 2014 and, to a lesser extent, fewer YP small business accounts related revenues. This was partially offset by an increase in other advertiser budgets for our pay-for-call and call analytic services.

Our arrangement with Allstate was for call advertising services and accounted for 28% of total revenues for the year ended December 31, 2014. Our primary arrangement with Allstate in 2014 was for pay-for-call services within our Call Marketplace whereby we charge an agreed-upon price for qualified calls or leads from our network. In September 2014, Allstate ceased purchases of the pay-for-call services. Allstate accounted for $48.8 million of total revenues for the year ended December 31, 2014. The related distribution partner payments (a component of service costs) were $43.3 million and revenues less such distribution partner payments were $5.5 million for the year ended December 31, 2014. During the three months ended March 31, 2015, we recognized $462,000 in revenues from Allstate, primarily related to a final performance clause under our arrangement with Allstate. We do not expect Allstate will purchase additional pay-for-call services in the foreseeable future.

Under our primary arrangement with YP, we generate revenues from our local leads platform to sell call advertising and/or search marketing packages through their existing sales channels, which are then fulfilled by us across our distribution network. We are paid account fees and agency fees for our products in the form of a percentage of the cost of every call or click delivered to their advertisers. We also have a separate pay-for-call relationship with YP within our Call Marketplace. We charge an agreed-upon price for qualified calls or leads from our network. In 2015, we extended these agreements through December 31, 2016. The primary local leads platform arrangement includes certain minimum fee commitments by YP through the first half of 2016 and provides YP additional flexibility to migrate active accounts to itself or a third-party provider prior to the end of an advertiser contract. To the extent our revenues from large national advertisers grow at a faster rate than from YP small business accounts, our revenues from YP as a percentage of our total revenue may decrease. Additionally, YP's small business account base from their traditional business has declined, and to the extent declines occur in their business, their small business accounts may spend fewer dollars on our pay-for-call services. In addition, we expect YP may decrease the number of new advertiser accounts with us and may elect to migrate certain active accounts to itself or a third party provider which would result in fewer small business accounts and related revenues. We expect YP will comprise a lower percentage of total revenues in near term and prospective periods than in recent periods. We also have a separate distribution partner agreement with YP. There can be no assurance that our business with them in the future will continue at or near current revenue and contribution levels, that we will be able to renew and extend the contracts now set to expire in December 2016, and if renewed, the contracts may be on less favorable terms to us, any of which could have a material adverse effect on our future operating results. YP accounted for 25% and 29% of total revenues for the years ended December 31, 2014 and 2015, respectively.

We also have arrangements with advertising agencies, such as Resolution Media and OMD Digital, who act on an advertiser's behalf and may represent more than one advertiser that utilizes our products and services. Our primary arrangement with Resolution Media is for pay-for-call services whereby we charge an agreed-upon price for qualified calls or leads from our network and call analytic services. Resolution Media accounted for less than 10% of total revenues for the year ended December 31, 2014 and 18% of total revenues for the year ended December 31, 2015, of which the majority related to a single advertiser, State Farm. State Farm, who utilizes our services through Resolution Media and OMD Digital, accounted for less than 10% of total revenue for the year ended December 31, 2014 and 19% of revenue for the year ended December 31, 2015.

Our Archeo revenues decreased 44% from $5.6 million for the year ended December 31, 2014 to $3.1 million in the same period for 2015. These decreases were primarily due to lower revenues from cost-per-actions from resellers related to our local search and directory web sites.

In April 2015, we sold certain assets related to Archeo's domain operations, including the bulk of our domain portfolio. The operating results of this disposition are shown as discontinued operations in the condensed consolidated statements of operations. In December 2015, the Company sold the remaining Archeo operations. This disposition did not meet the criteria for discontinued operations, and, as a result, the operating results are reflected in continuing operations. We do not expect to generate any significant Archeo revenue after December 31, 2015.

2013 to 2014

Revenue increased 17% from $147.8 million for 2013 compared to $173.6 million in 2014. The increase was due primarily to an increase in our Call-driven revenues.

Our Call-driven revenues increased 24% from $135.1 million in 2013 to $168.1 million in 2014. This increase was primarily due to an increase in national advertiser budgets in our pay-for-call services.

Our Archeo revenues decreased 56% from $12.7 million in 2013 to $5.6 million in 2014. The decrease in revenues was primarily from our cost-per-actions revenue from resellers related to our local search and directory web sites, our pay-per-click listings revenue and presence management due to fewer advertisers utilizing our services and lower advertiser spend amounts on our pay-per-click listings.

Our ability to maintain and grow our revenues will depend in part on maintaining and increasing the number and volume of transactions with advertisers and advertising services providers and maintaining and increasing the number of phone calls and the other actions performed by users of our services through our distribution partners. We believe this is dependent in part on delivering quality traffic that ultimately results in purchases or conversions as well as providing through our call analytics platform quality data and insights that can measure the performance of advertising spend for our advertisers and advertising service providers. Our revenues are primarily generated using third party distribution networks to deliver the pay-for-call advertisers' listings. The distribution network includes mobile and online search engine applications, directories, destination sites, shopping engines, third party Internet domains or web sites, other targeted Web-based content and offline sources. We generate revenue upon delivery of qualified and reported phone calls to our advertisers or to advertising services providers' listings. We pay a revenue share to the distribution partners to access their mobile, online, offline or other user traffic. We also generate revenue from cost-per-action services, which occurs when a user makes a phone call from our advertiser's listing or 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. Other revenues include our call provisioning and call tracking services, local leads platform for resellers, and campaign management services. Companies distributing advertising through mobile and internet based sources have experienced, and are likely to continue to experience consolidation. If we do not add new distribution partners, renew our current distribution partner agreements, 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. We utilize phone numbers as part of our services to advertisers, such as our pay-for-call and call analytics services, which enables advertisers and other users of our services to help measure the effectiveness of mobile, online, and offline advertising campaigns. If we are not able to secure or retain sufficient phone numbers needed for our services or we are limited in the number of available telecommunication carriers or vendors to provide such phone numbers to us in the event of any industry consolidation or if telecommunication carriers or vendors were to experience system disruptions, our revenue and results of operations may be materially and adversely affected. In addition, 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 call 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 phone call usage, the number of phone calls or other actions performed by users of our service, which will be delivered to our advertisers, and how much advertisers will spend with us and the amount they are willing to pay for our services. It is even more difficult to anticipate the average revenue per phone call or other actions. It is also difficult to anticipate the impact of worldwide economic conditions on advertising budgets.

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 mobile and internet usage and seasonal

purchasing cycles of many advertisers. Our experience has shown that during the spring and summer months, mobile and Internet usage is lower than during other times of the year and during the latter part of the fourth quarter of the calendar year we generally experience lower call volume and reduced demand for calls from our call advertising customers. The extent to which usage and call volume may decrease during these off-peak periods is difficult to predict. Prolonged or severe decreases in usage and call volume during these periods may adversely affect our growth rate and results and in turn the market price of our securities. In the first quarter of the calendar year, this trend generally reverses with increased mobile and internet usage and often new budgets at the beginning of the year for many of our customers with fiscal years ending December 31. The seasonal purchasing cycles of some customers in certain industries may also be higher in the first half versus the latter half of the calendar year. Additionally, the current business environment has generally resulted in advertisers and reseller partners reducing advertising and marketing services budgets or changing such budgets throughout the year, which we expect will impact our quarterly results of operations in addition to the typical seasonality seen in our industry.

Expenses

Expenses were as follows (in thousands):

	Years ended December 31,					
	2013	% of revenue	2014	% of revenue	2015	% of revenue
Service costs	$ 88,683	60%	$ 111,259	64%	$ 78,767	55%
Sales and marketing	10,764	7%	11,719	7%	16,462	11%
Product development	27,331	18%	29,561	17%	31,058	22%
General and administrative	19,357	13%	20,918	12%	18,510	13%
Amortization of intangible assets from acquisitions	2,926	2%	434	0%	—	0%
Acquisition and disposition related costs	878	1%	(68)	0%	219	0%
	$149,939	101%	$173,823	100%	$145,016	101%

We record stock-based compensation expense under the fair value method. Stock-based compensation expense has been included in the same lines as compensation paid to the same employees in the consolidated statements of operations. Stock-based compensation expense was included in the following operating expense categories as follows (in thousands):

	Years ended December 31,		
	2013	2014	2015
Service costs	$1,179	$ 1,373	$ 1,189
Sales and marketing	643	888	1,307
Product development	1,635	2,595	2,410
General and administrative	5,777	7,032	5,118
Total stock-based compensation	$9,234	$11,888	$10,024

See *Note 6 (b). Stock Option Plan* of the Notes to Consolidated Financial Statements, as well as our Critical Accounting Policies for additional information about stock-based compensation.

Service Costs. Service costs decreased 29% from $111.3 million in 2014 to $78.8 million in 2015. The decrease was primarily attributable to a decrease in distribution partner payments, personnel costs, and stock-based compensation totaling $33.0 million, offset partially by increases in communication and network costs. As a percentage of revenue, service costs were 64% and 55% for 2014 and 2015, respectively. The 2015 decrease as a percentage of revenue in service costs was primarily a result of a decrease in distribution partner payments and,

to a lesser extent, revenues from our local leads platform comprising a higher proportion of revenue compared to the 2014 period. Our local leads platform revenues have a lower service cost as a percentage of revenue relative to our overall service cost percentage.

Service costs increased 25% from $88.7 million in 2013 to $111.3 million in 2014. The increase was primarily attributable to an increase in distribution partner payments, and personnel costs, and stock-based compensation totaling $23.3 million, offset partially by decreases in communication and network costs and fees paid to outside service providers. As a percentage of revenue, service costs were 60% and 64% for 2013 and 2014, respectively. The 2014 increase as a percentage of revenue was primarily a result of higher distribution partner payments and our proprietary website traffic sources, included in Archeo revenues, comprising a lower proportion of revenue compared to 2013. Proprietary website traffic sources included in Archeo revenues have a lower service cost 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-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 other sources of revenues, such as our local leads platform have no corresponding distribution partner payments and accordingly have a lower service cost as a percentage of revenue relative to our overall service cost percentage. In addition, advertisers from whom we generate a portion of our call advertising revenues through our local leads platform generally have lower service costs as a percentage of revenue relative to our overall service cost percentage. To the extent our local leads platform make up a smaller percentage of our future operations, we expect that service costs will increase as a percentage of revenue. We expect service costs as a percentage of revenue in the near term to be modestly higher relative to the most recent quarterly period. We also expect that in the longer term service costs will increase in absolute dollars and as a percentage of revenue in connection with any revenue increase as a result of costs associated with the expansion and additional investment in our communications and network infrastructure as we scale and adapt to increases in the volume of transactions, calls, and traffic and as we invest in our platforms.

Sales and Marketing. Sales and marketing expenses increased 40% from $11.7 million in 2014 to $16.5 million in 2015. As a percentage of revenue, sales and marketing expenses were 7% and 11% for 2014 and 2015, respectively. The increase in dollars and percentage of revenue was primarily attributable to an increase in personnel costs, stock-based compensation, outside marketing activities, travel costs, and fees paid to outside service providers totaling $4.6 million. The increase as a percentage of revenue was also attributable to lower revenues.

Sales and marketing expenses increased 9% from $10.8 million in 2013 to $11.7 million in 2014. The net increase in dollars was primarily attributable to an increase in personnel costs, stock-based compensation, and fees paid to outside service providers totaling $1.3 million, partially offset by a decrease in online and outside marketing costs. The 2014 percentage of revenue was relatively consistent with the 2013 percentage of revenue.

We expect some volatility in sales and marketing expenses based on the timing of marketing initiatives but expect sales and marketing expenses in the near term to be higher in absolute dollars and to increase in the longer term as we expand our sales force, marketing initiatives, and look to further our international initiatives. 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.

Product Development. Product development expenses increased 5% from $29.6 million in 2014 to $31.1 million in 2015. As a percentage of revenue, product development expenses were 17% and 22% for 2014 and 2015, respectively. The net increase in dollars and percentage of revenue was primarily due to an increase in personnel costs, fees paid to outside service providers, depreciation, and facility expenses of $1.6 million, offset

partially by a decrease in stock-based compensation. The increase as a percentage of revenue was also attributable to lower revenues.

Product development expenses increased 8% from $27.3 million in 2013 to $29.6 million in 2014. The net increase in dollars was primarily due to an increase in personnel costs and stock-based compensation totaling $2.5 million, offset partially by a decrease in fees paid to outside service providers. The 2014 percentage of revenue was relatively consistent with the 2013 percentage of revenue.

In the near term, we expect product development expenditures to be relatively stable to modestly higher in absolute dollars. 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.

General and Administrative. General and administrative expenses decreased 12% from $20.9 million in 2014 to $18.5 million in 2015. The net decrease was primarily due to a decrease in personnel costs, stock-based compensation, fees paid to outside service providers, and bad debt expense totaling $2.6 million, offset partially by an increase in travel and other operating expenses. The 2015 percentage of revenue was relatively consistent with the 2014 percentage of revenue.

General and administrative expenses increased 8% from $19.4 million in 2013 to $20.9 million in 2014. The net increase was primarily due to an increase in personnel costs, stock-based compensation, fees paid to outside service providers, and other operating costs totaling $2.1 million, offset partially by a decrease in bad debt expense. The 2014 percentage of revenue was relatively consistent with the 2013 percentage of revenue.

We expect our general and administrative expenses to be modestly higher 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, including internationally, 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. We also expect fluctuations in our general and administrative expenses to the extent the recognition timing of stock compensation is impacted by market conditions relating to our stock price.

Segment Profit. Call-driven segment profit decreased 30% from $11.1 million in 2014 to $7.8 million in 2015. The decrease in profit was due primarily to a decrease in Call-driven revenues. Archeo segment profit decreased 54% from $933,000 in 2014 to $431,000 in 2015. The decrease was primarily from lower cost-per-actions revenues related to our local search and directory web sites.

Call-driven segment profit increased 76% from $6.3 million in 2013 to $11.1 million in 2014. The increase in profit was primarily due to an increase in national advertiser budgets in our pay-for-call services. Archeo segment profit decreased 80% from $4.6 million in 2013 to $933,000 in 2014. The decrease was primarily from lower cost-per-actions revenues from resellers related to our local search and directory web sites, our pay-per-click listings revenue and presence management due to fewer advertisers utilizing our services and lower advertising spend amounts on our pay-per-click listings.

Amortization of Intangible Assets from Acquisitions. Intangible amortization expense was $2.9 million, $434,000, and $0 in 2013, 2014, and 2015, respectively. The intangible assets related to the April 2011 Jingle acquisition were fully amortized during 2014, which resulted in the decrease in amortization expense from 2013 to 2014 and to 2015.

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 consolidated financial statements. 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.

At December 31, 2015, our goodwill balance of $63.3 million related to our Call-driven reporting unit. During the first half of 2015, Archeo goodwill decreased from $2.4 million to $0 due to the sale of certain assets related to Archeo's domain operations in April 2015. The assets sold constituted a business within the Archeo reporting unit. Goodwill was allocated to the sold business based on its relative fair value compared to the remainder of the Archeo reporting unit.

We perform our annual impairment testing in accordance with the Accounting Standards Codification 350, *Intangibles—Goodwill and Other* on November 30 and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. No impairment was identified in 2013, 2014 and 2015.

In performing our annual testing, the estimated fair values of our reporting units were based on estimates of future operating results, discounted cash flows and other market-based factors. To calculate the estimated fair value of the Call-driven reporting unit, we used the discounted cash flow method and market approach, which are weighted equally. We estimated the discounted cash flows using estimates of future operating results and discount rates, which take into consideration factors such as estimated future revenues and operating costs, our tax rate and expectations of competitive and economic environments. We also used comparative market multiples and other market-based factors. The quoted market price of our Class B common stock is used to corroborate the results of the estimates of fair values of our reporting units. However, if we had used materially different assumptions regarding the future performance of our reporting units or a lower market multiple in the valuation, this could have resulted in an impairment of some or all of the Company's goodwill. The percentage of excess fair value over carrying value of the Call-driven reporting unit was approximately 40% as of November 30, 2015.

The testing of goodwill for impairment requires us to make significant estimates about its future performance and cash flows, as well as other assumptions. 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; and significant changes in competition and market dynamics. These estimates are inherently uncertain and can be affected by numerous factors, including changes in economic, industry or market conditions, changes in business operations, a loss of a significant customer, changes in competition or changes in the share price of our common stock and market capitalization. Significant and sustained declines in our stock price and market capitalization, a significant decline in expected future cash flows or a significant adverse change in our business climate, among other factors, could result in the need to perform an impairment analysis in future periods. We cannot accurately predict the amount and timing of any future impairment of goodwill. Should the value of goodwill become impaired, we would record an impairment charge, which could have an adverse effect on our financial condition and results of operations.

The current business environment is subject to evolving market conditions and requires significant management judgment to interpret the potential impact to our assumptions. At various points in time during the period January 1, 2016 to March 7, 2016, our stock price approached or dropped below the then book value. To the extent that changes in the current business environment impact our ability to achieve levels of forecasted operating results and cash flows, if our stock price were to trade below book value per share for an extended period of time and/or should other events occur indicating the remaining carrying value of our assets might be impaired, we would test our goodwill for impairment and may recognize an impairment loss to the extent that the carrying amount exceeds such asset's fair value. We will continue to monitor our financial performance, stock price and other factors in order to determine if there are any indicators of impairment prior to our annual impairment evaluation in November 2016.

Acquisition and disposition related costs. Acquisition and disposition related costs of $219,000 in 2015 related to professional fees primarily associated with our April 2015 sale of Archeo's domain operations.

Acquisition and disposition related costs of ($68,000) benefit in 2014 related to a revision in our original estimates regarding the future obligation related to the Jingle office space in 2014. Acquisition and disposition related costs of $878,000 in 2013 were primarily for professional fees and other procedures associated with our proposed separation of our business into two distinct publicly traded companies.

Gain on sale of Archeo assets. In December 2015, we sold the remaining Archeo operations for cash proceeds of $750,000. The estimated transaction costs were approximately $244,000 and the net carrying value of the liabilities assumed were approximately $990,000, resulting in a net gain of $1.5 million from the sale. We evaluated this disposition and determined that it did not meet the criteria for classification as a discontinued operation. As a result, the gain on sale related to this disposition is reflected in our continuing operations in the consolidated statements of operations.

Income Taxes. The income tax expense from continuing operations was $27,000 in 2015 and was related to state income taxes. In 2015, the effective tax rate differed from the expected tax rate of 34% due to a full valuation allowance and to a lesser extent due to state income taxes, non-deductible stock-based compensation related to incentive stock options recorded under the fair-value method, federal research and development credits, and other non-deductible amounts. We recognized approximately $510,000 of federal research and experimental credits as a result of the retroactive extension of the federal research and experimental credit for the period January 1, 2015 to December 31, 2015 as part of the Protecting Americans from Tax Hikes (Path) Act of 2015 signed into law in December 2015. Under Path, the research and development tax credit prospectively became permanent.

At December 31, 2015, based upon both positive and negative evidence available, we determined that it is not more likely than not that our deferred tax assets of $34.5 million will be realized and accordingly, we have recorded 100% valuation allowance of $34.5 million against these deferred tax assets. This compares to a valuation allowance of $44.8 million at December 31, 2014. In assessing the realizability of deferred tax assets, we considered whether it is more likely than not that some or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets depends on the generation of future taxable income during the periods in which those temporary differences are deductible. We considered the future reversal of deferred tax liabilities, carryback potential, projected taxable income, and tax planning strategies as well as its history of taxable income or losses in the relevant jurisdictions in making this assessment. We have incurred federal taxable losses in 2013, 2014, and 2015 of $7.6 million, $10.9 million, and $13.6 million, respectively. During 2015, we sold our Archeo operations and will no longer benefit from the contribution from these operations. Based on the level of historical taxable losses and the uncertainty of projections for future taxable income over the periods for which the deferred tax assets are deductible, we concluded that it is not more likely than not that the gross deferred tax assets will be realized.

The income tax expense was $22.5 million in 2014. The effective rate differed from the expected tax rate of 34% due primarily to an increase in the valuation allowance of $22.3 million recorded in the third quarter of 2014 and to a lesser extent due to state income taxes, non-deductible stock-based compensation related to incentive stock options under the fair-value method, federal research and development credits, and other non-deductible amounts. We recognized approximately $547,000 of federal research and experimental credits as a result of the retroactive extension of the federal research and experimental credit for the period January 1, 2014 to December 31, 2014 as part of the Tax Increase Prevention Act of 2014 signed into law in December 2014.

The income tax expense from continuing operations in 2013 was $23,000 and was primarily related to state income taxes. The effective tax rate differed from the expected tax rate of 34% due to state income taxes, non-deductible stock-based compensation related to incentive stock options recorded under the fair-value method, federal research and development credits, and other non-deductible amounts. We recognized approximately $851,000 of federal research and experimental credits related to 2012 and 2013 during 2013 due to the reinstatement of the federal research and development credit in January 2013 as part of the 2012 American

Taxpayer Relief Act. This resulted in an increase in our gross deferred tax assets, which was offset by an increase to our valuation allowance in 2013.

During 2013, 2014 and 2015, we recognized excess tax benefits (shortfalls) on stock option exercises, restricted stock vesting, and dividends paid on unvested restricted stock of approximately ($76,000), ($1.2) million, and $0 respectively, which were recorded to additional paid-in capital.

Discontinued Operations, net of tax. In July 2013, we sold certain assets related to Archeo's pay-per-click advertising services and, in April 2015, we sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. These disposals meet the requirements of Accounting Standards Codification 205-20, *Discontinued Operations*, for presentation as discontinued operations. As a result, the operating results related to these dispositions are shown as discontinued operations, net of tax.

Income from discontinued operations, net of tax was $3.0 million, $3.4 million and $5.1 million in 2013, 2014 and 2015, respectively. In the April 2015 sale, we received net cash proceeds at closing of $28.1 million and the sale includes contingent earn-out payments that depend on the achievement of certain sales thresholds. As a result of the sale, we recognized a gain on sale of discontinued operations, net of tax of $22.2 million in 2015. In the July 2013 sale, we received net cash proceeds of $1.1 million at closing and recognized a gain on sale of discontinued operations, net of tax of $930,000, and in 2014, we received a contingent earn-out consideration which resulted in a gain on sale of discontinued operations, net of tax of $278,000. See Note 10. *Discontinued Operations and Disposition* of the Notes to Consolidated Financial Statements for further discussion.

Net Income (Loss). Net loss was ($19.1) million in 2014 compared to net income of $26.7 million in 2015. The increase in net income was primarily a result of a $22.2 million gain on the sale in discontinued operations related to the April 2015 sale of Archeo's domain operations. Net income was $1.8 million in 2013 compared to net loss of ($19.1) million in 2014. The decrease in net income was primarily a result of an increase to our valuation allowance of $22.3 million in 2014, offset partially by an incremental increase in contribution due to an increase in revenues in 2014.

Quarterly Results of Operations (Unaudited)

The following tables set forth our unaudited quarterly results of operations data for the eight most recent quarters ended December 31, 2015. The information in the tables below should be read in conjunction with our consolidated financial statements and the notes thereto included elsewhere in this report. We have prepared this information on the same basis as the consolidated financial statements and the information includes all adjustments, consisting only of normal recurring adjustments, that we consider necessary for a fair presentation of our financial position and operating results for the quarters or other periods presented. Our quarterly operating results have varied substantially in the past and may vary substantially in the future. You should not draw any conclusions about our future results from the results of operations for any particular quarter or period presented.

	Quarter Ended							
(in thousands)	Mar 31, 2014	June 30, 2014	Sept 30, 2014	Dec 31, 2014	Mar 31, 2015	June 30, 2015	Sept 30, 2015	Dec 31, 2015
Consolidated Statements of Operations:								
Revenue	$48,095	$47,042	$ 47,238	$31,227	$35,916	$35,346	$36,852	$34,900
Expenses:								
Service costs (1)	31,501	31,455	31,270	17,033	19,366	19,797	20,003	19,601
Sales and marketing	3,235	2,711	2,814	2,960	3,458	4,245	4,266	4,493
Product development	7,560	7,458	7,581	6,962	7,693	8,147	7,769	7,450
General and administrative	5,362	5,386	5,380	4,791	5,699	4,505	4,721	3,585
Acquisition and disposition related costs	—	(68)	—	—	—	118	81	20
Amortization of intangible assets from acquisitions (2)	403	31	—	—	—	—	—	—
Total operating expenses	48,061	46,973	47,045	31,746	36,216	36,812	36,840	35,149
Gain on sale of Archeo assets	—	—	—	—	—	—	—	1,496
Income (loss) from operations	34	69	193	(519)	(300)	(1,466)	12	1,247
Other income (expense):								
Interest and line of credit expense	(19)	(18)	(19)	(18)	(19)	(18)	(11)	(8)
Other	17	(4)	—	(1)	(6)	2	(1)	(3)
Total other income (expense)	(2)	(22)	(19)	(19)	(25)	(16)	(12)	(11)
Income (loss) from continuing operations before provision for income taxes	32	47	174	(538)	(325)	(1,482)	—	1,236
Income tax expense (benefit)	110	149	22,642	(392)	5	(185)	191	16
Net income (loss) from continuing operations	(78)	102	(22,468)	(146)	(330)	(1,297)	(191)	1,220
Discontinued operations, net of tax	933	1,082	972	716	4,913	22,165	200	38
Net income (loss)	855	980	(21,496)	570	4,583	20,868	9	1,258
Dividends paid to participating securities	(36)	(33)	(29)	(28)	(19)	(19)	—	—
Net income (loss) applicable to common stockholders	$ 819	$ 947	$(21,525)	$ 542	$ 4,564	$20,849	$ 9	$ 1,258

(1) Excludes amortization of intangible assets from acquisitions.

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

Service costs	$ 403	$ 31	$ —	$ —	$ —	$ —	$ —	$ —

Certain reclassifications have been made to prior periods to conform to current period presentation.

Due to rounding, the sum of quarterly amounts may not equal amounts reported for year-to-date periods.

Liquidity and Capital Resources

As of December 31, 2014 and 2015, we had cash and cash equivalents of $80.0 million and $109.2 million, respectively. As of December 31, 2015, we had current and long term contractual obligations of $9.9 million, of which $5.3 million is for rent under our facility operating leases.

Cash provided by operating activities primarily consists of net income (loss) adjusted for certain non-cash items such as amortization and depreciation, deferred income taxes, stock-based compensation, acquisition and disposition related costs, gain on sale and disposals of intangible assets, net, gain on sale of discontinued operations, gain on sale of Archeo assets, and changes in working capital.

Cash provided by operating activities for the year ended December 31, 2015 of approximately $12.8 million consisted primarily of net income of $26.7 million adjusted for non-cash items of $14.0 million, including amortization and depreciation, allowance for doubtful accounts and advertiser credits, and stock-based compensation, $1.5 million of gain on sale of Archeo assets related to the sale of the remaining Archeo operations in December 2015, $22.2 million gain on sale of discontinued operations related to the April 2015 sale of certain assets related to Archeo's domain operations, and $4.3 million provided by working capital and other activities. Cash provided by operating activities for the year ended December 31, 2014 of approximately $22.4 million consisted primarily of net loss of $19.1 million adjusted for non-cash items of $41.9 million, including amortization and depreciation, allowance for doubtful accounts and advertiser credits, stock-based compensation, acquisition and disposition related costs, and deferred income taxes that includes a $22.3 million increase in the valuation allowance, $422,000 of gain on sale of discontinued operations related to the July 2013 sale of certain pay-per-click assets, and $72,000 provided by working capital and other activities. Cash provided by operating activities for the year ended December 31, 2013 of approximately $13.6 million consisted primarily of net income of $1.8 million adjusted for non-cash items of $19.6 million, including amortization and depreciation, allowance for doubtful accounts and advertiser credits, stock-based compensation, and deferred income taxes, $1.5 million of gain on sale of discontinued operations related to the July 2013 sale of certain pay-per-click assets, $3.8 million gain on sales and disposals of intangible and fixed assets, net and $2.5 million provided by working capital and other activities.

In April 2015, we sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. The Archeo domain operations were accounted for as discontinued operations. We received cash consideration at closing of $28.1 million and the sale includes contingent earn-out consideration payments that depend on the achievement of certain sales thresholds. These assets contributed approximately $7.1 million of revenue and $5.1 million in operating income from January 1, 2015 through the disposal date in April 2015. We do not anticipate generating significant revenue from domain sales, which will have an adverse impact on cash flows from operations in future periods.

In December 2015, we sold the remaining Archeo operations for cash proceeds of $750,000. The estimated transaction costs were approximately $244,000 and the net carrying value of the liabilities assumed were approximately $990,000, resulting in a net gain of $1.5 million from the sale. We evaluated this disposition and determined that it did not meet the criteria for classification as a discontinued operation. As a result, operating results of these Archeo operations and the related gain on sale are reflected in our continuing operations in the consolidated statements of operations. These Archeo operations contributed $3.1 million of revenue and $431,000 in operating income from January 1, 2015 through the disposal date of December 31, 2015. We expect the divestiture of these remaining Archeo operations will not have a significant impact on working capital and cash generated from operations.

With respect to a significant portion of our call-based and pay-per-click advertising services, the amount payable to the distribution partners will be calculated at the end of a calendar month, with a payment period following the delivery of the phone calls or other action. These services constituted the majority of revenue in 2013, 2014 and 2015. We generally receive payment from advertisers in close proximity to the timing of the corresponding payments to the distribution partners who provide placement for the listings. 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. We have no corresponding payments to distribution partners related to our local leads platform.

Nearly all of the reseller partner arrangements are billed on a monthly basis following the month of our phone call or other action 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, reseller partner payments are generally received two to four weeks following payment to the distribution partners. We also have payment arrangements with advertising agencies whereby we receive payment after the agency's advertiser pays the agency, which is generally between 60 and 120 days or longer, following the delivery of services. We expect that in the future periods, if the amounts from our reseller partner and agency 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 local leads and call advertising services, such as YP, SuperMedia Inc., hibu, CDK Global, and Yellow Pages Ltd (formerly Yellow Media), whereby we receive payment between 30 and 60 days following the delivery of services. We also have payment arrangements with Resolution Media and OMD Digital, advertising agencies related to our call marketplace and call analytics services, whereby we receive payment when the agency's advertiser pays the agency, which is between 60 and 90 days following the delivery of services and in some instances may take longer.

For the year ended and as of December 31, 2015, amounts from these partners and agencies totaled 64% of revenue and $12.9 million in accounts receivable. Based on the timing of payments, we generally have this level of amounts in outstanding accounts receivable at any given time from these partners and advertising agencies. A single advertiser, State Farm, who represented the majority of the revenue and accounts receivable generated by Resolution Media and OMD Digital, accounted for 19% of total revenues and 28% of accounts receivable for the year ended December 31, 2015.

In 2015, we amended our arrangements with YP, extending them through December 31, 2016. The primary local leads platform arrangement includes certain minimum fee commitments by YP through the first half of 2016 and provides YP additional flexibility to migrate active accounts to itself or a third-party provider prior to the end of an advertiser contract. We also have a separate distribution partner agreement with YP. There can be no assurance that our business with them in the future will continue at or near current revenue and contribution levels, that we will be able to renew and extend the contracts set to expire in December 2016, and, if renewed, the contracts may be on less favorable terms to us, any of which could have a material adverse effect on our future operating results. Net accounts receivable balances outstanding at December 31, 2015 from YP totaled $3.4 million.

We have revenue concentrations with certain large advertisers and advertising agencies and most of these customers are not subject to long term contracts with us and are generally able to reduce or cease advertising spending at any time and for any reason. A significant reduction in advertising spending or budgets 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 and profitability. This could have a material adverse effect on our results of operations and financial condition. There can be no assurances that these partners or other advertisers will not experience financial difficulty, curtail operations, reduce or eliminate spend budgets, delay payments or otherwise forfeit balances owed.

Cash provided by investing activities for the year ended December 31, 2015 of $21.8 million was primarily attributable to proceeds from sales of discontinued operations related to the April 2015 sale of Archeo's domain operations, net of transaction costs of $25.2 million and proceeds from the sale of Archeo assets in December 2015, net of transaction costs, of $731,000. These amounts were partially offset by purchases of property and equipment of $4.1 million. Cash used in investing activities for the year ended December 31, 2014 of $3.2 million was primarily attributable to purchases of property and equipment of $3.3 million and purchases of intangible and noncurrent assets of primarily domain names of $217,000, that were partially offset by proceeds from the sale of discontinued operations of $304,000 related to an earn-out consideration payment from the July 2013 sale of certain pay-per-click advertising services. Cash provided by investing activities for the year ended December 31, 2013 of approximately $1.6 million was primarily attributable to purchases for property and equipment of $3.0 million, which were more than offset by proceeds from the sales of intangible assets of approximately $3.8 million and proceeds from sale of discontinued operations of $1.1 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. 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. In the near term, we also expect to increase the number of personnel supporting our sales, marketing and related growth initiatives.

Cash used in financing activities for the year ended December 31, 2015 of approximately $5.5 million was primarily attributable to the payment of common stock dividends of $1.7 million and repurchases of 924,000 shares of Class B common stock for treasury of $3.8 million. Cash provided by financing activities for the year ended December 31, 2014 of approximately $29.9 million was primarily attributable to proceeds from a follow-on offering, net of offering costs paid, of $32.5 million and proceeds from employee stock option exercises and employee stock purchase plan of $4.3 million, which was partially offset by payment of common stock dividends, minimum tax withholding payments related to certain executive restricted stock award vests, and the repurchase of 669,000 shares of Class B common stock for treasury all totaling approximately $6.9 million. In April 2014, we completed a follow-on public offering in which we sold an aggregate of 3.4 million shares of our Class B common stock, which includes the exercise of the underwriters' option to purchase 514,100 additional shares, at a public offering price of $10.50 per share. In addition, another 3.2 million shares were sold by the selling stockholders, which include the exercise of the underwriter's option to purchase 343,000 additional shares. Our aggregate net proceeds of $32.5 million are after deducting underwriting discounts and commissions and offering expenses paid. We did not receive any of the proceeds from the sales of shares by the selling stockholders. Cash used in financing activities for the year ended December 31, 2013 was $261,000 and was primarily comprised of tax withholding payment of approximately $3.2 million related to certain executive vested restricted stock awards partially offset by proceeds from exercises of stock options, issuance and vesting of restricted stock and purchases under the employee stock purchase plan of $3.0 million.

The following table summarizes our contractual obligations as of December 31, 2015, and the effect these obligations are expected to have on our liquidity and cash flows in future periods.

In thousands	Total	Less than 1 year	1-3 years	4-5 years	thereafter
Contractual Obligations:					
Operating leases	$5,269	$ 2,319	$ 2,950	$ —	$ —
Other contractual obligations	4,616	3,904	712	—	—
Total contractual obligations (1)	$9,885	$ 6,223	$ 3,662	$ —	$ —

(1) Our tax contingencies of approximately $888,000 are not included due to their uncertainty.

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. Furthermore, we expect that capital expenditures may increase in future periods, particularly if our operating activity increases.

As of December 31, 2015, we have a 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 December 31, 2015, we had $30 million of availability under the credit agreement. The credit agreement matures in April 2017. During the year ended December 31, 2014 and 2015, we had no borrowings under the Credit Agreement.

In April 2015, in connection with our sale of the bulk of our domain portfolio, we signed an amendment to the Credit Agreement which clarified the LIBOR rate as determined under the Credit Agreement cannot be below zero percent (0%) and added a financial covenant limiting outstanding balances under the Credit Agreement not to exceed a collateral value as defined in the Credit Agreement.

In November 2014, our board of directors authorized a new share repurchase program (the "2014 Repurchase Program") which supersedes and replaces any prior repurchase programs. Under the 2014 Repurchase Program, we are authorized to repurchase up to 3 million shares of our Class B common stock in the aggregate through open market and privately negotiated transactions, at such times and in such amounts as we deem appropriate. Repurchases may also be made under a Rule 10b5-1 plan, which would permit shares to be repurchased when we might otherwise be precluded from doing so under insider trading laws. 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. The 2014 Repurchase Program does not have an expiration date and may be expanded, limited or terminated at any time without prior notice. During the year ended December 31, 2015, approximately 924,000 shares of Class B common stock were repurchased.

In 2014, quarterly dividends of $0.02 per share were paid on February 18, May 15, August 15 and November 18. Total dividends paid in 2014 were $3.3 million. In 2015, quarterly dividends of $0.02 per share were paid on February 17 and May 18 to the holders of record as of the close of business on February 6 and May 7, respectively. The aggregate quarterly dividends paid in February and May was $1.7 million. We do not anticipate declaring or paying dividends subsequent to the May 2015 dividend in the foreseeable future.

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;
- Stock-based compensation;
- Allowance for doubtful accounts and advertiser credits; and
- Provision for income taxes.

Revenue

We currently generate revenue by delivering call and click-based advertising services that enable advertisers of all sizes to reach consumers across online, mobile and offline sources. Our primary source of revenue is performance-based advertising, which includes pay-for-call advertising, pay-per-click advertising, and

cost-per-action services. For pay-for-call and pay-per-click advertising, revenue is recognized upon delivery of qualified and reported phone calls or other action to our advertisers or advertising service providers' listing which occurs when a mobile, online or offline user makes a phone call or clicks on any of their advertisements after it has been placed by us or by our distribution partners. Each phone call or other action on an advertisement listing represents a completed transaction. For cost-per-action services, revenue is recognized when a user makes a phone call from our advertiser's listing or is redirected from one of our websites or a third party website in our distribution network to an advertiser website and completes the specified action.

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 websites, mobile and offline sources, and our portfolio of owned websites, on which we include our advertisers' listings. We generally pay distribution partners based on a specified percentage of revenue or a fixed amount per phone call or other action 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, 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 we, in certain instances, are 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.

When an arrangement involves multiple deliverables, the entire fee from the arrangement is allocated to each respective deliverable based on its relative selling price and recognized when revenue recognition criteria for each deliverable are met. The selling price for each deliverable is established based on the sales price charged when the same deliverable is sold separately, the price at which a third party sells the same or similar and largely interchangeable deliverable on a standalone basis or the estimated selling price if the deliverable were to be sold separately.

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 owed that occurs subsequent to period ends.

Goodwill

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.

Goodwill is tested annually for impairment and is tested for impairment more frequently if events and circumstances indicate that the asset might be impaired. The provisions of the accounting standard for goodwill and other intangible assets allow us to first assess qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. 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; and significant changes in competition and market dynamics. These estimates are inherently uncertain and can be affected by numerous factors, including changes in economic, industry or market conditions, changes in business operations, a loss of a significant customer, changes in competition or changes in the share price of common stock and

market capitalization. If our stock price were to trade below book value per share for an extended period of time and/or we 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 cannot accurately predict the amount and timing of any impairment of goodwill. Should the value of goodwill become impaired, we would record the appropriate charge, which could have an adverse effect on our financial condition and results of operations.

We review goodwill for impairment annually on November 30 and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. We performed the annual impairment testing as of November 30, 2015 and determined that there was no impairment of goodwill for the year ended December 31, 2015.

In performing our annual testing, the estimated fair values of our reporting units were based on estimates of future operating results, discounted cash flows and other market-based factors. To calculate the estimated fair value of the Call-driven reporting unit, we used the discounted cash flow method and market approach, which are weighted equally. We estimated the discounted cash flows using estimates of future operating results and discount rates, which take into consideration factors such as estimated future revenues and operating costs, our tax rate and expectations of competitive and economic environments. We also used comparative market multiples and other market-based factors. The quoted market price of our Class B common stock is used to corroborate the results of the estimates of fair values of our reporting units. However, if we had used materially different assumptions regarding the future performance of our reporting units or a lower market multiple in the valuation, this could have resulted in an impairment of some or all of the Company's goodwill. The percentage of excess fair value over carrying value of the Call-driven reporting unit was approximately 40% as of November 30, 2015.

The current business environment is subject to evolving market conditions and requires significant management judgment to interpret the potential impact to our assumptions. At various points in time during the period January 1, 2016 to March 7, 2016, our stock price approached or dropped below the then book value. To the extent that changes in the current business environment impact our ability to achieve levels of forecasted operating results and cash flows, if our stock price were to trade below book value per share for an extended period of time and/or should other events occur indicating the remaining carrying value of our assets might be impaired, we would test our goodwill for impairment and may recognize an impairment loss to the extent that the carrying amount exceeds such asset's fair value. We will continue to monitor our financial performance, stock price and other factors in order to determine if there are any indicators of impairment prior to our annual impairment evaluation in November 2016.

Any future impairment charges 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 be based on estimated fair values. 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 requisite service period.

We generally use the Black-Scholes option pricing model as our method of valuation for stock-based awards with time-based vesting. 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. 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.

We may issue equity awards of stock options and restricted stock awards that have vesting based on a combination of certain service and market conditions. For equity awards with vesting based on a combination of certain service and market conditions, we factor an estimated probability of achieving certain service and market conditions and recognize compensation cost over the requisite service period of the award. We use a binomial lattice model to determine the fair value for each tranche and a Monte Carlo simulation to determine the derived service period for each tranche.

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, the use of the Black-Scholes option pricing model, and the use of the binomial lattice model and a Monte Carlo simulation 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. See *Note 6(b) Stock Option Plan* in the Notes to Consolidated Financial Statements for additional information.

Allowance for Doubtful Accounts and Advertiser 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 collectability 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. 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 are subject to income taxes in the U.S. Significant judgment is required in evaluating our uncertain tax positions and determining our 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. In 2014, we adopted ASU 2013-11 whereby we reclassified uncertain tax positions of $534,000 from other non-current liabilities to deferred tax assets. Uncertain tax positions as of December 31, 2014 and 2015 amounted to $717,000 and $888,000, respectively.

At December 31, 2015, based upon both positive and negative evidence available, we determined that it is not more likely than not that our deferred tax assets of $34.5 million will be realized and accordingly, we have recorded 100% valuation allowance of $34.5 million against these deferred tax assets. This compares to a valuation allowance of $44.8 million at December 31, 2014. In assessing the realizability of deferred tax assets, we considered whether it is more likely than not that some or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets depends on the generation of future taxable income during the periods in which those temporary differences are deductible. We considered the future reversal of deferred tax liabilities, carryback potential, projected taxable income, and tax planning strategies as well as our history of taxable income or losses in the relevant jurisdictions in making this assessment. We incurred taxable losses in 2013, 2014, and 2015 of $7.6 million, $10.9 million, and $13.6 million, respectively. During 2015, we sold our Archeo operations and will no longer benefit from the contribution from these operations. Based on the level of historical taxable losses and the uncertainty of projections for future taxable income over the periods for which the deferred tax assets are deductible, we concluded that it is not more likely than not that the gross deferred tax assets will be realized. Should we determine in the future that all or part of the deferred tax assets will be realized, a tax benefit will be recorded accordingly in the period such determination is made.

Recent Accounting Pronouncement Not Yet Effective

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers (Topic 606) (ASU 2014-09)*, which amends the existing accounting standards for revenue recognition. ASU 2014-09 requires an entity to recognize the amount of revenue to which it expects to be entitled when products or services are transferred to customers. In July 2015, the FASB voted to approve a one year delay of the effective date. ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period. Early adoption is permitted as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within those annual periods. ASU 2014-09 may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. We are currently in the process of evaluating the impact of adoption of ASU 2014-09 on our consolidated financial statements.

In April 2015, the FASB issued Accounting Standards Update No. 2015-05, *Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40)*, Customer's Accounting for Fees Paid in a Cloud Computing Arrangement (ASU 2015-05), an ASU that provides guidance on a customer's accounting for cloud computing costs. The ASU is effective for reporting periods beginning after December 15, 2015, with early adoption permitted. The ASU may be adopted either retrospectively, or prospectively, to arrangements entered into, or materially modified, after the effective date. We do not expect adoption to have a material impact on our consolidated financial statements.

In November 2015, the FASB issued Accounting Standards Update No. 2015-17, *Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes (ASU 2015-17)*, an ASU amending the accounting for income taxes and requiring all deferred tax assets and liabilities to be classified as non-current on the consolidated balance sheet. The ASU is effective for reporting periods beginning after December 15, 2016, with early adoption permitted. The ASU may be adopted either prospectively or retrospectively. We do not expect adoption to have a material impact on our consolidated financial statements.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02 *Leases (Topic 842)*, an ASU requiring the recognition of lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The ASU is effective for reporting periods beginning after December 15, 2018, with early adoption permitted. The ASU must be adopted retrospectively. We are currently in the process of evaluating the impact of adoption of ASU 2016-02 on our consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Our exposure to market risk is limited to foreign currency and 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. We place our investments with high-quality financial institutions. During the years ended December 31, 2014 and 2015, the effects of changes in interest rates on the fair market value of our investments and our earnings and the effect of changes in foreign currency exchange rates on our earnings were not material. Further, we believe that the impact on the fair market value of our investments and our earnings from a hypothetical 10% change in interest rates would not be significant. 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 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
Marchex, Inc.:

We have audited the accompanying consolidated balance sheets of Marchex, Inc. and subsidiaries (the Company) as of December 31, 2014 and 2015, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Marchex, Inc. and subsidiaries as of December 31, 2014 and 2015, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Marchex, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated March 7, 2016 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG LLP

Seattle, Washington
March 7, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
Marchex, Inc.:

We have audited Marchex, Inc.'s (the Company) internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Marchex, Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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.

In our opinion, Marchex, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Marchex, Inc. and subsidiaries as of December 31, 2014 and 2015, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and our report dated March 7, 2016 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

Seattle, Washington
March 7, 2016

MARCHEX, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

(in thousands, except per share amounts)

	As of December 31,	
	2014	2015
Assets		
Current assets:		
Cash and cash equivalents	$ 80,032	$ 109,155
Accounts receivable, net	25,941	24,621
Prepaid expenses and other current assets	3,143	1,784
Refundable taxes	131	127
Total current assets	109,247	135,687
Property and equipment, net	5,430	5,778
Intangible and other assets, net	313	222
Goodwill	65,679	63,305
Total assets	$ 180,669	$ 204,992
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 13,766	$ 9,460
Accrued expenses and other current liabilities	7,515	6,712
Deferred revenue	2,117	692
Total current liabilities	23,398	16,864
Other non-current liabilities	1,118	662
Total liabilities	24,516	17,526
Commitments and contingencies		
Stockholders' equity:		
Common stock, $0.01 par value. Authorized 137,500 shares;		
Class A: 12,500 shares authorized; 8,032 and 5,233 shares issued and outstanding, respectively, at December 31, 2014 and 2015	55	55
Class B: 125,000 shares authorized; 37,271 and 36,817 shares issued and outstanding, respectively, at December 31, 2014, including 1,006 shares of restricted stock; and 36,833 and 36,711 shares issued and outstanding, respectively, at December 31, 2015, including 785 shares of restricted stock	373	368
Treasury stock: 454 and 122 shares of Class B stock at December 31, 2014 and 2015, respectively	(2,503)	(238)
Additional paid-in capital	348,467	350,799
Accumulated deficit	(190,239)	(163,518)
Total stockholders' equity	156,153	187,466
Total liabilities and stockholders' equity	$ 180,669	$ 204,992

See accompanying Notes to Consolidated Financial Statements.

MARCHEX, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

(in thousands, except per share amounts)

	Years ended December 31,		
	2013	2014	2015
Revenue	$147,837	$173,601	$143,013
Expenses:			
Service costs (1)	88,683	111,259	78,767
Sales and marketing (1)	10,764	11,719	16,462
Product development	27,331	29,561	31,058
General and administrative	19,357	20,918	18,510
Amortization of intangible assets from acquisitions (2)	2,926	434	—
Acquisition and disposition related costs	878	(68)	219
Total operating expenses	149,939	173,823	145,016
Gain on sale of Archeo assets	—	—	1,496
Loss from operations	(2,102)	(222)	(507)
Other income (expense):			
Interest income	15	2	21
Interest and line of credit expense	(76)	(76)	(76)
Other, net	24	12	(8)
Total other income (expense)	(37)	(62)	(63)
Loss from continuing operations before provision for income taxes	(2,139)	(284)	(570)
Income tax expense	23	22,509	27
Loss from continuing operations	(2,162)	(22,793)	(597)
Discontinued operations:			
Income from discontinued operations, net of tax	3,049	3,425	5,123
Gain on sale of discontinued operations, net of tax	930	278	22,195
Discontinued operations, net of tax	3,979	3,703	27,318
Net income (loss)	1,817	(19,090)	26,721
Dividends paid to participating securities	—	(127)	(37)
Net income (loss) applicable to common stockholders	$ 1,817	$ (19,217)	$ 26,684
Basic and diluted net income (loss) per Class A and Class B share applicable to common stockholders:			
Continuing operations	$ (0.06)	$ (0.57)	$ (0.01)
Discontinued operations, net of tax	$ 0.11	$ 0.09	$ 0.66
Basic and diluted net income (loss) per Class A and Class B share applicable to common stockholders	$ 0.05	$ (0.48)	$ 0.65
Dividends paid per share	$ —	$ 0.08	$ 0.04
Shares used to calculate basic net income (loss) per share applicable to common stockholders:			
Class A	8,816	5,853	5,233
Class B	26,798	34,157	35,935
Shares used to calculate diluted net income (loss) per share applicable to common stockholders:			
Class A	8,816	5,853	5,233
Class B	35,614	40,010	41,168

(1) Excludes amortization of intangible assets from acquisitions.

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

Service costs	$ 1,981	$ 434	$ —
Sales and marketing	945	—	—
Total	$ 2,926	$ 434	$ —

See accompanying Notes to Consolidated Financial Statements.

MARCHEX, INC. AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity

(in thousands)

	Class A common stock		Class B common stock		Treasury stock		Additional paid-in capital	Accumulated deficit	Total stockholders' equity
	Shares	Amount	Shares	Amount	Shares	Amount			
Balances at December 31, 2012	9,570	$ 98	28,380	$ 284	(402)	$ (13)	$ 295,532	$ (172,996)	$ 122,935
Issuance of common stock from exercise of options, issuance and vesting of restricted stock and under employee stock purchase plan, net	—	—	1,378	13	(185)	(2)	2,997	—	3,008
Income tax shortfall of option exercises, restricted stock vesting and other, net	—	—	—	—	—	—	(384)	—	(384)
Tax withholding related to restricted stock awards	—	—	—	—	(220)	(2)	(1,764)	—	(1,766)
Repurchase of Class B common stock	—	—	—	—	(31)	(119)	—	—	(119)
Conversion of Class A common stock to Class B common stock	(1,800)	(18)	1,800	18	—	—	—	—	—
Stock compensation from options and restricted stock, net of estimated forfeitures	—	—	—	—	—	—	9,264	—	9,264
Retirement of treasury stock	—	—	(679)	(6)	679	134	(128)	—	—
Net income	—	—	—	—	—	—	—	1,817	1,817
Balances at December 31, 2013	7,770	$ 80	30,879	$ 309	(159)	$ (2)	$ 305,517	$ (171,149)	$ 134,755
Issuance of common stock in offering, net of costs	—	—	3,371	34	—	—	32,448	—	32,482
Issuance of common stock upon exercise of options, issuance and vesting of restricted stock and under employee stock purchase plan, net	—	—	1,082	11	(49)	(0)	4,237	—	4,248
Income tax shortfall of option exercises, restricted stock vesting and other, net	—	—	—	—	—	—	(1,229)	—	(1,229)
Tax withholding related to restricted stock awards	—	—	—	—	(175)	(1)	(1,079)	—	(1,080)
Repurchase of Class B common stock	—	—	—	—	(669)	(2,506)	—	—	(2,506)
Conversion of Class A common stock to Class B common stock	(2,537)	(25)	2,537	25	—	—	—	—	—
Stock compensation from options and restricted stock, net of estimated forfeitures	—	—	—	—	—	—	11,903	—	11,903
Retirement of treasury stock	—	—	(598)	(6)	598	6	—	—	—
Net loss	—	—	—	—	—	—	—	(19,090)	(19,090)
Common stock cash dividends	—	—	—	—	—	—	(3,330)	—	(3,330)
Balances at December 31, 2014	5,233	$ 55	37,271	$ 373	(454)	$ (2,503)	$ 348,467	$ (190,239)	$ 156,153
Issuance of common stock upon exercise of options, issuance and vesting of restricted stock and under employee stock purchase plan, net	—	—	937	9	(49)	(0)	330	—	339
Tax withholding related to restricted stock awards	—	—	—	—	(70)	(1)	(283)	—	(284)
Repurchase of Class B common stock	—	—	—	—	(924)	(3,803)	—	—	(3,803)
Stock compensation from options and restricted stock, net of estimated forfeitures	—	—	—	—	—	—	10,025	—	10,025
Retirement of treasury stock	—	—	(1,375)	(14)	1,375	6,069	(6,055)	—	—
Net income	—	—	—	—	—	—	—	26,721	26,721
Common stock cash dividends	—	—	—	—	—	—	(1,685)	—	(1,685)
Balances at December 31, 2015	5,233	$ 55	36,833	$ 368	(122)	$ (238)	$ 350,799	$ (163,518)	$ 187,466

See accompanying Notes to Consolidated Financial Statements.

MARCHEX, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

(in thousands)

	Years ended December 31,		
	2013	2014	2015
Cash flows from operating activities:			
Net income (loss)	$ 1,817	$(19,090)	$ 26,721
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Amortization and depreciation	6,683	4,105	3,661
Acquisition and disposition related costs	(62)	(68)	—
Loss on sales of fixed assets, net	7	—	—
Gain on sale of discontinued operations	(1,492)	(422)	(22,195)
Gain on sales and disposals of intangible assets, net	(3,774)	—	—
Gain on sale of Archeo assets	—	—	(1,496)
Allowance for doubtful accounts and advertiser credits	1,722	1,528	321
Stock-based compensation	9,264	11,903	10,025
Deferred income taxes	1,968	24,390	—
Change in certain assets and liabilities:			
Accounts receivable, net	(5,732)	2,536	999
Refundable taxes, net	167	(34)	4
Prepaid expenses and other current assets	(338)	(104)	695
Accounts payable	3,513	(2,199)	(4,085)
Accrued expenses and other current liabilities	(39)	(480)	(1,008)
Deferred revenue	(49)	729	(433)
Other non-current liabilities	(59)	(375)	(456)
Net cash provided by operating activities	13,596	22,419	12,753
Cash flows from investing activities:			
Purchases of property and equipment	(3,041)	(3,265)	(4,107)
Proceeds from sales of property and equipment	9	—	—
Proceeds from sales of intangible assets	3,775	—	—
Purchases of intangibles and changes in other non-current assets	(154)	(217)	(51)
Proceeds from sale of discontinued operations, net	1,058	304	25,249
Proceeds from sale of Archeo assets, net	—	—	731
Net cash provided by (used in) investing activities	1,647	(3,178)	21,822
Cash flows from financing activities:			
Proceeds from offering, net of costs	—	32,527	—
Tax withholding related to restricted stock awards	(3,150)	(1,080)	(284)
Repurchase of Class B common stock for treasury stock	(119)	(2,486)	(3,822)
Common stock dividends payments	—	(3,330)	(1,685)
Proceeds from exercises of stock options, issuance and vesting of restricted stock and employee stock purchase plan, net	3,008	4,248	339
Net cash provided by (used in) financing activities	(261)	29,879	(5,452)
Net increase in cash and cash equivalents	14,982	49,120	29,123
Cash and cash equivalents at beginning of period	15,930	30,912	80,032
Cash and cash equivalents at end of period	$30,912	$ 80,032	$109,155
Supplemental disclosure of cash flow information:			
Cash received (paid) during the period for income taxes, net	19	(70)	(28)
Cash paid during the period for interest, net	80	74	55
Supplemental disclosure of non-cash investing and financing activities:			
Property and equipment acquired in accounts payable and accrued expenses	167	157	195

See accompanying Notes to Consolidated Financial Statements.

MARCHEX, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

(1) Description of Business and Summary of Significant Accounting Policies and Practices

(a) 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 mobile advertising and analytics company that helps connect online behavior to real-world, offline actions. The Company provides products and services for businesses that focus on consumer phone calls to drive sales. The Company's technology can facilitate call quality, analyze phone calls in real time and measure the outcomes of calls while its technology platform delivers performance-based, pay-for-call advertising across numerous mobile and online publishers to connect consumers with businesses over the phone.

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All inter-company transactions and balances have been eliminated in consolidation. Certain reclassifications have been made to the consolidated financial statements in the prior periods to conform to the current period presentation.

In July 2013, the Company sold certain assets related to Archeo's pay-per-click advertising services and, in April 2015, the Company sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. The operating results related to these dispositions are shown as discontinued operations in the consolidated statements of operations for all periods presented. In December 2015, the Company sold the remaining Archeo operations. The December 2015 disposition did not meet the criteria for discontinued operations, and as a result the operating results are reflected in continuing operations. See *Note 10. Discontinued Operations and Disposition* of the Notes to Consolidated Financial Statements for further discussion. Unless otherwise indicated, information presented in the Notes to Consolidated Financial Statements relates only to the Company's continuing operations.

(b) Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less at the date of purchase to be cash equivalents. Cash equivalents consist primarily of money market funds.

(c) Fair Value of Financial Instruments

The Company had the following financial instruments as of December 31, 2014 and 2015: cash and cash equivalents, accounts receivable, refundable taxes, accounts payable and accrued liabilities. The carrying value of these financial instruments approximates their fair value based on the liquidity of these financial instruments and their short-term nature.

(d) Accounts Receivable

Accounts receivable are recorded at the invoiced amount and do not bear interest. Accounts receivable balances are presented net of allowance for doubtful accounts and allowance for advertiser credits.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in existing accounts receivable. The Company determines the allowance based on analysis of historical bad debts, advertiser concentrations, advertiser credit-worthiness and current economic trends. Past due balances over 90 days and specific other balances are reviewed individually for collectability. The Company reviews the allowance for collectability quarterly. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

The allowance for doubtful accounts activity for the periods indicated is as follows (in thousands):

	Balance at beginning of period	Charged to costs and expenses	Write-offs, net of recoveries	Balance at end of period
December 31, 2013	$ 577	$ 772	$ 728	$ 621
December 31, 2014	621	256	294	583
December 31, 2015	583	61	160	484

Allowance for Advertiser Credits

The allowance for advertiser credits is the Company's best estimate of the amount of expected future reductions in advertisers' payment obligations related to delivered services. The Company determines the allowance for advertiser credits and adjustments based on analysis of historical credits.

The allowance for advertiser credits activity for the periods indicated is as follows (in thousands):

	Balance at beginning of period	Additions charged against revenue	Credits processed	Balance at end of period
December 31, 2013	$ 585	$ 994	$ 870	$ 709
December 31, 2014	709	1,257	948	1,018
December 31, 2015	1,018	263	756	525

(e) Property and Equipment

Property and equipment are stated at cost. Depreciation on computers and other related equipment, purchased and internally developed software, and furniture and fixtures is calculated on the straight-line method over the estimated useful lives of the assets, generally averaging three years. Leasehold improvements are amortized straight-line over the shorter of the lease term or estimated useful lives of the assets ranging from three to eight years.

(f) Goodwill

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.

The Company applies the provisions of FASB ASC 350 "*Goodwill and 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.

(g) Impairment or Disposal of Long-Lived Assets

The Company reviews its long-lived assets for impairment in accordance with FASB ASC 360 whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds fair value. Assets to be disposed of would be separately presented on the balance sheet and reported at the lower of their carrying amount or fair value less costs to sell, and no longer depreciated.

(h) Revenue Recognition

The Company generates revenue primarily by delivering performance-based advertising services, which include call advertising, cost-per-action services, and pay-per-click services. These primary sources amounted to greater than 77% of revenue for the years ended December 31, 2013, 2014 and 2015. In addition, the Company generates revenue through its Local Leads platform, which enables partner resellers to sell call advertising and/or search marketing products, and campaign management services. These secondary sources accounted for less than 23% of revenue for the years ended December 31, 2013, 2014 and 2015.

The Company recognizes revenue upon the completion of its performance obligation, provided that: (1) evidence of an arrangement exists; (2) the arrangement fee is fixed and determinable; and (3) collection is reasonably assured. The Company has no barter transactions.

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

The Company's call analytics technology platform provides data and insights that can measure the performance of mobile, online and offline advertising for advertisers and small business resellers. The Company generates revenue from the Company's call analytics technology platform when advertisers pay the Company a fee for each call or call related data element they receive from calls including call-based ads the Company distributes through our sources of call distribution or for each phone number tracked based on a pre-negotiated rate.

The Company generates revenue from reseller partners and publishers utilizing the Company's Local Leads platform to sell call advertising, search marketing, and other lead generation products. The Company is paid account fees and also agency fees for the Company's products in the form of a percentage of the cost of every call or click delivered to advertisers. The reseller partners or publishers engage the advertisers and are the primary obligor, and the Company, in certain instances, is only financially liable to the publishers in the Company's capacity as a collection agency for the amount collected from the advertisers. The Company recognizes revenue for these fees under the net revenue recognition method. In limited arrangements resellers pay the Company a fee for fulfilling an advertiser's campaign in its distribution network and the Company acts as the primary obligor. The Company recognizes revenue for these fees under the gross revenue recognition method.

Advertisers pay the Company additional fees for services such as campaign management. Advertisers generally pay the Company on a click-through basis, although in certain cases the Company receives a fixed fee for delivery of these services. In some cases we also deliver banner campaigns for select advertisers. 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.

The Company's revenues are primarily generated using third party distribution networks to deliver the pay-for-call and pay-per-click advertisers' listings. The distribution network includes mobile and online search

engines and applications, directories, destination sites, shopping engines, third party Internet domains or web sites, other targeted Web-based content, mobile carriers and other offline sources. The Company enters into agreements with various distribution partners to provide distribution for pay-for-call and pay-per-click advertisement listings, which contain call tracking numbers and/or URL strings of its advertisers. The Company pays a revenue share to the distribution partners to access their mobile, online, offline and other user traffic. The Company generally pays distribution partners based on a percentage of revenue or a fixed amount per phone call or click-through on these listings. The Company acts as the primary obligor with the advertiser for revenue call or click-through transactions, and is responsible for the fulfillment of services.

The revenue derived from advertisers is generally reported gross based upon the amounts received from the advertiser. The Company also recognizes revenue for certain agency contracts with advertisers under the net revenue recognition method. Under these specific agreements, the Company purchases listings on behalf of advertisers from mobile sources, search engines and applications, directories, other Web-based content providers and offline sources. The Company is paid account fees and also agency fees based on the total amount of the purchase made on behalf of these advertisers. Under these agreements, the 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 the Company is paid an agency fee based on the total amount of the purchase made by the advertiser. In other 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.

For arrangements that include multiple deliverables, the entire fee from the arrangement is allocated to each respective deliverable based on its relative selling price and recognized when revenue recognition criteria for each deliverable are met. The selling price for each deliverable is established based on the sales price charged when the same deliverable is sold separately, the price at which a third party sells the same or similar and largely interchangeable deliverable on a standalone basis or the estimated selling price if the deliverable were to be sold separately.

In certain cases, the Company records 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 owed that occurs subsequent to the end of a reporting period.

(i) Service Costs

The largest component of the Company’s service costs consist of user acquisition costs that relate primarily to payments made to distribution partners for access to their mobile, online, and other offline user traffic. The Company enters into agreements of varying durations with distribution partners that integrate the Company’s services into their web sites and indexes. The primary payment 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 phone call. Other payment structures that to a lesser degree exist include: 1) variable payments based on a specified metric, such as number of paid calls or other actions, 2) fixed payments, based on a guaranteed minimum amount of usage delivered, and 3) a combination arrangement with both fixed and variable amounts that may be paid in advance.

The Company expenses user acquisition costs based on whether the agreement provides for variable or fixed payments. Agreements with variable payments based on a percentage of revenue, number of paid 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. 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.

Service costs also include network operations and customer service costs that consist primarily of costs associated with providing performance-based advertising and marketing services, network costs and fees paid to outside service providers that provide the Company's paid listings and customer services. Customer service and other costs associated with serving the Company's call marketing services include depreciation and colocation charges of network equipment, bandwidth and software license fees, salaries of related personnel, stock-based compensation and telecommunication costs, including the use of telephone numbers for providing call-based advertising services. Other service costs include credit card processing fees and domain name and related costs, including the renewal of the domain name registrations.

(j) Advertising Expenses

Advertising costs are expensed as incurred and include mobile and online advertising and related outside marketing activities, including sponsorships and trade shows. Such costs are included in sales and marketing. Advertising costs were approximately $1.0 million, $742,000 and $2.4 million for the years ended December 31, 2013, 2014 and 2015, respectively.

(k) Product Development and Other Intangible Assets

Product development costs consist primarily of expenses incurred by the Company in the research and development, creation, and enhancement of the Company's call services and websites. Research and development costs are expensed as incurred and include compensation and related expenses, costs of computer hardware and software, and costs incurred in developing features and functionality of the services. For the periods presented, substantially all of the 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. FASB ASC 350 requires that cost 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.

The Company capitalizes costs incurred to acquire domain names or URLs, which include the initial registration fees, and amortizes the costs over the expected useful life of the domain names on a straight-line basis. The expected useful lives range from 12 to 36 months. In order to maintain the rights to each domain name acquired, the Company pays periodic registration fees, which generally cover a minimum period of 12 months. The Company records registration renewal fees of domain name intangible assets as a prepaid expense and recognizes the cost over the renewal period.

(l) 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. In 2014, we adopted ASU 2013-11 whereby we reclassified uncertain tax positions of $534,000 from other non-current liabilities to deferred tax assets.

(m) Stock-Based Compensation

The Company measures stock-based compensation cost at the grant date based on the fair value of the award and recognizes it as expense, net of estimated forfeitures, over the vesting or service period, as applicable, of the stock award using the straight-line method.

(n) Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. The Company has used estimates related to several financial statement amounts, including revenues, allowance for doubtful accounts, allowance for advertiser credits, useful lives for property and equipment and intangible assets, the fair value of the Company's common stock and stock option awards, the impairment of goodwill and intangible assets and the valuation allowance for deferred tax assets. Actual results could differ from those estimates.

In certain cases, the Company records 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 owed that occurs subsequent to the end of a reporting period.

(o) Concentrations

The Company maintains substantially all of its cash and cash equivalents with one financial institution and are all considered at Level 1 fair value with observable inputs that reflect quoted prices for identical assets or liabilities in active markets. At various points during the year ended December 31, 2015, the Company held cash equivalents in a commercial paper sweep account with the same financial institution. These Level 2 assets were fully liquidated prior to December 31, 2015.

A significant majority 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 arrangements. 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 paid more than 10% of consolidated revenue for the year ended December 31, 2015. There was one distribution partner who was paid less than 17% of consolidated revenue for each of the years ended December 31, 2013 and 2014.

The advertisers representing more than 10% of consolidated revenue are as follows (in percentages):

	Years ended December 31,		
	2013	2014	2015
Advertiser A	26%	25%	29%
Advertiser B	13%	*	*
Advertiser C	12%	28%	*
Advertiser D	*	*	19%

Advertiser A is also a distribution partner.

The outstanding receivable balance for each advertiser representing more than 10% of consolidated accounts receivable is as follows (in percentages):

	At December 31,	
	2014	2015
Advertiser A	41%	14%
Advertiser D	16%	28%
Advertiser E	*	19%

* Less than 10%.

In certain cases, the Company may engage directly with one or more advertising agencies who act on an advertiser's behalf. In addition, an advertising agency may represent more than one advertiser. For the years ended December 31, 2013 and 2014 no advertising agency represented more than 10% of consolidated revenue and for the year ended December 31, 2015, one advertising agency represented 18% of consolidated revenue. As of December 31, 2013, no advertising agency represented more than 10% of consolidated accounts receivable. There was one advertising agency, which represented 13% and 22% of consolidated accounts receivable balance as of December 31, 2014 and December 31, 2015, respectively.

(p) Net Income (Loss) Per Share

The Company computes net income (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 income (loss) per share is computed by dividing net income (loss) applicable to common stockholders by the weighted average number of common shares outstanding during the year. Diluted net income (loss) per share is computed by dividing net income (loss) applicable to common stockholders by the weighted average number of common and dilutive common equivalent shares outstanding during the period. The computation of the diluted net income (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 income (loss) per share of Class A common stock does not assume the conversion of those shares.

In accordance with the two class method, the undistributed earnings (losses) for each year 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 the Company's net assets in the event of liquidation, the Company has allocated undistributed earnings (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.

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 impact the calculation of amounts allocated to common stock.

The following table calculates net income (loss) from continuing operations to net income (loss) applicable to common stockholders used to compute basic net income (loss) per share for the periods ended (in thousands, except per share amounts):

	Twelve months ended December 31,					
	2013		2014		2015	
	Class A	Class B	Class A	Class B	Class A	Class B
Basic net income (loss) per share:						
Numerator:						
Net loss from continuing operations	$ (535)	$ (1,627)	$ (3,352)	$ (19,441)	$ (81)	$ (516)
Dividends paid to participating securities	—	—	—	(127)	—	(37)
Net loss from continuing operations applicable to common stockholders	$ (535)	$ (1,627)	$ (3,352)	$ (19,568)	$ (81)	$ (553)
Discontinued operations, net of tax	985	2,994	540	3,163	3,472	23,846
Net income (loss) applicable to common stockholders	$ 450	$ 1,367	$ (2,812)	$ (16,405)	$ 3,391	$ 23,293
Denominator:						
Weighted average number of shares outstanding used to calculate basic net income (loss) per share	8,816	26,798	5,853	34,157	5,233	35,935
Basic net income (loss) per share:						
Net loss from continuing operations applicable to common stockholders	$ (0.06)	$ (0.06)	$ (0.57)	$ (0.57)	$ (0.01)	$ (0.01)
Discontinued operations, net of tax	0.11	0.11	0.09	0.09	0.66	0.66
Basic net income (loss) per share applicable to common stockholders	$ 0.05	$ 0.05	$ (0.48)	$ (0.48)	$ 0.65	$ 0.65

The following table calculates net income (loss) from continuing operations to net income (loss) applicable to common stockholders used to compute diluted net income (loss) per share for the periods ended (in thousands, except per share amounts):

	Twelve months ended December 31,					
	2013		2014		2015	
	Class A	Class B	Class A	Class B	Class A	Class B
Diluted net income (loss) per share:						
Numerator:						
Net loss from continuing operations	$ (535)	$ (1,627)	$ (3,352)	$ (19,441)	$ (81)	$ (516)
Dividends paid to participating securities	—	—	—	(127)	—	(37)
Reallocation of net loss for Class A shares as a result of conversion of Class A to Class B shares	—	(535)	—	(3,352)	—	(81)
Net loss from continuing operations applicable to common stockholders	$ (535)	$ (2,162)	$ (3,352)	$ (22,920)	$ (81)	$ (634)
Discontinued operations, net of tax	985	2,994	540	3,163	3,472	23,846
Reallocation of discontinued operations for Class A shares as a result of conversion of Class A to Class B share	—	985	—	540	—	3,472
Diluted discontinued operations, net of tax	$ 985	$ 3,979	$ 540	$ 3,703	$ 3,472	$ 27,318
Net income (loss) applicable to common stockholders	$ 450	$ 1,817	$ (2,812)	$ (19,217)	$ 3,391	$ 26,684
Weighted average number of shares outstanding used to calculate basic net income (loss) per share	8,816	26,798	5,853	34,157	5,233	35,935
Conversion of Class A to Class B common shares outstanding	—	8,816	—	5,853	—	5,233
Weighted average number of shares outstanding used to calculate diluted net income (loss) per share	8,816	35,614	5,853	40,010	5,233	41,168
Diluted net income (loss) per share:						
Net loss from continuing operations applicable to common stockholders	$ (0.06)	$ (0.06)	$ (0.57)	$ (0.57)	$ (0.01)	$ (0.01)
Discontinued operations, net of tax	0.11	0.11	0.09	0.09	0.66	0.66
Diluted net income (loss) per share applicable to common stockholders	$ 0.05	$ 0.05	$ (0.48)	$ (0.48)	$ 0.65	$ 0.65

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

- For the years ended December 31, 2013, 2014 and 2015, outstanding options to acquire 4,565, 7,797, and 8,937 shares, respectively, of Class B common stock.
- For the years ended December 31, 2013, 2014, and 2015, 174, 1,007, and 785 shares of unvested Class B restricted common shares, respectively.
- For the year ended December 31, 2013, 2014 and 2015, 43, 1,134, and 1,437 restricted stock units, respectively.

(q) Guarantees

FASB ASC 460 provides accounting guidance surrounding liability recognition and disclosure requirements related to guarantees. In the ordinary course of business, the Company is not subject to potential obligations under guarantees that fall within the scope of FASB ASC 460 except for standard indemnification provisions that are contained within many of the Company's advertiser and distribution partner agreements, and give rise only to the disclosure requirements prescribed by FASB ASC 460.

In certain agreements, the Company has 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, the Company may from time to time provide certain levels of financial support to 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 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.

(r) Recent Accounting Pronouncement Not Yet Effective

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers (Topic 606) (ASU 2014-09)*, which amends the existing accounting standards for revenue recognition. ASU 2014-09 requires an entity to recognize the amount of revenue to which it expects to be entitled when products or services are transferred to customers. In July 2015, the FASB voted to approve a one year delay of the effective date. ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period. Early adoption is permitted for annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. ASU 2014-09 may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. The Company is currently in the process of evaluating the impact of adoption of ASU 2014-09 on its consolidated financial statements.

In April 2015, the FASB issued Accounting Standards Update No. 2015-05, *Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40)*, Customer's Accounting for Fees Paid in a Cloud Computing Arrangement (ASU 2015-05), an ASU that provides guidance on a customer's accounting for cloud computing costs. The ASU is effective for reporting periods beginning after December 15, 2015, with early adoption permitted. The ASU may be adopted, either retrospectively or prospectively to arrangements entered into, or materially modified, after the effective date. The Company does not expect adoption to have a material impact on its consolidated financial statements.

In November 2015, the FASB issued Accounting Standards Update No. 2015-17, *Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes (ASU 2015-17)*, an ASU amending the accounting for income taxes and requiring all deferred tax assets and liabilities to be classified as non-current on the consolidated balance sheet. The ASU is effective for reporting periods beginning after December 15, 2016, with early adoption permitted. The ASU may be adopted either prospectively or retrospectively. The Company does not expect adoption to have a material impact on its consolidated financial statements.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, *Leases (Topic 842)*, an ASU requiring the recognition of lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The ASU is effective for reporting periods beginning after December 15, 2018, with early adoption permitted. The ASU must be adopted retrospectively. The Company is currently in the process of evaluating the impact of adoption of ASU 2016-02 on its consolidated financial statements.

(2) Property and Equipment

Property and equipment consisted of the following (in thousands):

	Years ended December 31,	
	2014 (1)	2015 (1)
Computer and other related equipment	$ 18,662	$ 21,551
Purchased and internally developed software	7,836	7,893
Furniture and fixtures	1,416	1,778
Leasehold improvements	1,834	2,123
	$ 29,748	$ 33,345
Less: accumulated depreciation and amortization	(24,318)	(27,567)
Property and equipment, net	$ 5,430	$ 5,778

(1) Includes the original cost and accumulated depreciation of fully-depreciated fixed assets which were $18.9 million and $21.8 million at December 31, 2014 and 2015, respectively.

Depreciation and amortization expense incurred by the Company was approximately $3.4 million, $3.4 million and $3.6 million for the years ended December 31, 2013, 2014 and 2015, respectively.

(3) 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, as amended, matures on April 1, 2017. Interest on outstanding balances under the Credit Agreement will accrue at LIBOR plus an applicable margin rate, as determined under the agreement and has 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. During the years ended December 31, 2013, 2014 and 2015, the Company had no borrowings under the Credit Agreement.

In April 2015, the Company signed an amendment to the Credit Agreement which clarified the LIBOR rate as determined under the Credit Agreement cannot be below zero percent (0%) and added a financial covenant limiting outstanding balances under the Credit Agreement not to exceed a collateral value as defined in the Credit Agreement.

(4) Commitments and Contingencies

(a) Commitments

The Company has commitments for future payments related to office facilities leases and other contractual obligations. The Company leases its office facilities under operating lease agreements expiring through 2018. The Company recognizes rent expense under such agreements on a straight-line basis over the lease term with any lease incentive amortized as a reduction of rent expense over the lease term. The Company also has other contractual obligations expiring over varying time periods through 2018. Other contractual obligations primarily relate to minimum contractual payments due to distribution partners and other outside service providers.

Future minimum payments are approximately as follows (in thousands):

	Facilities operating leases	Other contractual obligations	Total
2016	$ 2,319	$ 3,904	$6,223
2017	2,373	401	2,774
2018	577	311	888
2019 and after	—	—	—
Total minimum payments	$ 5,269	$ 4,616	$9,885

Rent expense incurred by the Company was approximately $1.9 million for each of the years ended December 31, 2013, 2014 and 2015.

(b) Contingencies

On November 17, 2015, Steven Porter, a purported shareholder of the Company, filed a securities class action against the Company and certain officers of the Company, alleging violations of the federal securities laws (the “Complaint”). Mr. Porter seeks to represent all people who purchased or otherwise acquired the Company’s Class B common stock during the period from March 19, 2014 to September 18, 2014, and seeks unspecified damages. The Complaint alleges securities violations, and that false and/or misleading statements were made and that the material adverse facts about the Company’s business, operations, and prospects failed to be disclosed. The Company intends to vigorously defend itself against the claims asserted in this action and believes that it has meritorious defenses to the allegations made in the Complaint.

In addition, the Company from time to time is a party to disputes and legal and administrative proceedings arising from the ordinary course of business. In some agreements to which the Company is a party to, the Company has 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, the Company 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 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.

While any litigation contains an element of uncertainty, the Company believes the legal proceedings and other claims mentioned above, based on current knowledge, will not have a material adverse effect on the Company’s financial condition, results of operations or liquidity.

(5) Income Taxes

The components of loss from continuing operations before provision for income taxes consist of the following (in thousands):

	Years ended December 31,		
	2013	2014	2015
United States	$(2,141)	$(285)	$(573)
Foreign	2	1	3
Loss before provision for income taxes	$(2,139)	$(284)	$(570)

The provision for income taxes from continuing operations for the Company consists of the following (in thousands):

	Years ended December 31,		
	2013	2014	2015
Current provision			
Federal	$ —	$ 2	$ —
State	23	34	27
Deferred provision			
Federal	(779)	2,018	1,187
State	—	—	—
Tax benefit of equity adjustment for stock option exercises and restricted stock vesting	(76)	(1,231)	—
Valuation allowance	571	21,686	(1,187)
Other	284	—	—
Total income tax expense	$ 23	$22,509	$ 27

Income tax expense from continuing operations differed from the amounts computed by applying the U.S. federal income tax rates of 34% to loss before provision for income taxes as a result of the following (in thousands):

	Years ended December 31,		
	2013	2014	2015
Income tax benefit at U.S. statutory rate	$(727)	$ (97)	$ (194)
State taxes, net of valuation allowance	17	22	17
Non-deductible stock compensation	569	598	802
Valuation allowance	571	21,686	(1,187)
Research tax credits	(851)	(547)	(510)
Other non-deductible expenses	444	847	1,099
Total income tax expense	$ 23	$22,509	$ 27

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities are presented below (in thousands):

	As of December 31,	
	2014	2015
Deferred tax assets:		
Accrued liabilities not currently deductible	$ 1,589	$ 1,124
Intangible assets-excess of financial statement over tax amortization	12,156	2,643
Goodwill recognized on financial statements in excess of tax amortization	11,864	6,689
Stock-based compensation	4,542	4,645
Federal net operating losses and AMT credit carryforwards	5,209	9,634
State and city net operating loss carryforwards	5,964	6,098
Research & experimental tax credit carryforwards	2,626	3,136
Other	852	492
Gross deferred tax assets	44,802	34,461
Valuation allowance	(44,802)	(34,461)
Net deferred tax assets	$ —	$ —

As of December 31, 2015, the Company's federal NOL carryforwards were approximately $40.0 million for income tax purposes, which will begin to expire in 2026. As of December 31, 2015, the Company's state, city, and other foreign jurisdiction NOL carryforwards were approximately $6.2 million, which begin to expire in 2025.

In addition, at December 31, 2014 and 2015, the Company had certain federal NOL carryforwards of approximately $1.7 million, which 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. The Company believes that such a change has occurred related to these specific NOL carryforwards, and that the utilization of the approximately $1.7 million in carryforwards is limited such that substantially all of these NOL carryforwards will never be utilized. Accordingly, the Company has not included these federal NOL carryforwards in its deferred tax assets.

As of December 31, 2015, the Company has research and development credit carryforwards of $4.0 million available for income tax purposes, which will begin to expire 2029. In December 2015, the Protecting Americans from Tax Hikes (Path) Act of 2015 was signed into law and retroactively extended the research and development tax credit to January 1, 2015 through December 31, 2015 and prospectively made the credit permanent. Accordingly, a tax benefit of $510,000 was included in the year ended December 31, 2015. In December 2014, the Tax Increase Prevention Act of 2014 was signed into law and retroactively extended the research and development tax credit to January 1, 2014 through December 31, 2014. Accordingly, a tax benefit of $547,000 was included in the year ended December 31, 2014.

The Company has recorded a deferred tax asset for stock-based compensation recorded on unexercised non-qualified stock options and certain restricted shares and restricted share units. The ultimate realization of this asset is dependent upon the fair value of the Company's stock when the options are exercised and when restricted shares or restricted share units vest, and generation of sufficient taxable income to realize the benefit of the related tax deduction.

At December 31, 2013 , 2014 and 2015, the Company recorded a valuation allowance of $23.0 million, $44.8 million and $34.5 million, respectively, against its federal, state, city and foreign net deferred tax assets, as it believes it is more likely than not that these benefits will not be realized. The net change in the total valuation allowance for each of the years ended December 31, 2014 and 2015 was an increase of $21.8 million and a decrease of ($10.3) million, respectively. During 2015, the Company's deferred tax assets and valuation allowance decreased $10.3 million primarily due to the April 2015 sale of certain assets related to Archeo's domain operations, including the bulk of its domain portfolio.

The Company regularly reviews deferred tax assets to assess whether it is more likely than not that the deferred tax assets will be realized and, if necessary, establishes a valuation allowance for portions of such assets to reduce the carrying value. In assessing whether it is more likely than not that the Company's deferred tax assets will be realized, factors considered included: historical taxable income, historical trends related to advertiser usage rates, projected revenues and expenses, macroeconomic conditions, issues facing the industry, existing contracts, the Company's ability to project future results and any appreciation of its other assets. The Company incurred taxable losses in 2013, 2014, and 2015 of $7.6 million, $10.9 million, and $13.6 million, respectively. During the third quarter of 2014, a significant customer cancelled its arrangement with the Company resulting in lower projected revenue and profitability. Based on the level of historical taxable losses and the uncertainty of projections for future taxable income over the periods for which the deferred tax assets are deductible, the Company concluded that it is not more likely than not that the gross deferred tax assets will be realized.

During the years ended December 31, 2013, 2014 and 2015, the Company recognized excess tax benefits (shortfalls) on stock option exercises, restricted stock vesting, and dividends paid on unvested restricted stock of approximately ($76,000), ($1.2) million, and $0, respectively, which were recorded to additional paid-in capital.

From time to time, various state, federal and other jurisdictional tax authorities undertake audits of the Company and its filings. In evaluating the exposure associated with various tax filing positions, the Company on occasion accrues charges for uncertain positions. Resolution of uncertain tax positions will impact our effective tax rate when settled. The Company does not have any significant interest or penalty accruals. The provision for income taxes includes the impact of contingency provisions and changes to contingencies that are considered appropriate. The following table summarizes activity related to tax contingencies from January 1, 2013 to December 31, 2015 (in thousands):

Gross tax contingencies—January 1, 2013	$ 250
Gross increases to tax positions associated with prior periods	$ —
Gross increases to current period tax positions	$ 284
Gross decreases to tax positions associated with prior periods	$ —
Settlements	$ —
Lapse of statute of limitations	$ —
Gross tax contingencies—December 31, 2013	$ 534
Gross increases to tax positions associated with prior periods	$ —
Gross increases to current period tax positions	$ 183
Gross decreases to tax positions associated with prior periods	$ —
Settlements	$ —
Lapse of statute of limitations	$ —
Gross tax contingencies—December 31, 2014	$ 717
Gross increases to tax positions associated with prior periods	$ —
Gross increases to current period tax positions	$ 171
Gross decreases to tax positions associated with prior periods	$ —
Settlements	$ —
Lapse of statute of limitations	$ —
Gross tax contingencies—December 31, 2015	$ 888

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 2011 are within the statute of limitations and are under examination or may be subject to examination.

(6) Stockholders' Equity

(a) Common Stock and Authorized Capital

The authorized capital stock of the Company consists of 1,000,000 shares of undesignated preferred stock and 125,000,000 shares of Class B common stock. The Company's board of directors has the authority to issue up to 1,000,000 shares of preferred stock, $0.01 par value in one or more series and has the authority to designate rights, privileges and restrictions of each such series, including dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences and the number of shares constituting any series.

The Company has two classes of authorized common stock: Class A common stock and Class B common stock. Except with respect to voting rights, the Class A and Class B shares have identical rights. Each share of Class A common stock is entitled to twenty-five votes per share, and each share of Class B common stock is entitled to one vote per share. Each share of Class A common stock is convertible at the holder's option into one share of Class B common stock.

In accordance with the stockholders' agreement signed by Class A and the founding Class B common stockholders, the following provisions survived the Company's initial public offering: Class A stockholders other

than Russell C. Horowitz may only sell, assign or transfer their Class A stock to existing Class A stockholders or to the Company and in the event of transfers of Class A stock not expressly permitted by the stockholders' agreement, such shares of Class A stock shall be converted into shares of Class B common stock.

In April 2014, the Company completed a follow-on public offering in which the Company sold an aggregate of 3.4 million shares of the Company's Class B common stock, which includes the exercise of the underwriters' option to purchase 514,100 additional shares, at a public offering price of $10.50 per share. In addition, another 3.2 million shares were sold by the selling stockholders, which include the exercise of the underwriter's option to purchase 343,000 additional shares. The Company received aggregate net proceeds of $32.5 million, after deducting underwriting discounts and commissions and estimated offering expenses. The Company did not receive any of the proceeds from the sales of shares by the selling stockholders.

In November 2014, the Company's board of directors authorized a new share repurchase program (the "2014 Repurchase Program"), which supersedes and replaces any prior repurchase programs. Under the 2014 Repurchase Program, the Company is authorized to repurchase up to 3 million shares of the Company's Class B common stock in the aggregate through open market and privately negotiated transactions, at such times and in such amounts as the Company deems appropriate. Repurchases may also be made under a Rule 10b5-1 plan, which would permit shares to be repurchased when the Company might otherwise be precluded from doing so under insider trading laws. 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. The 2014 Repurchase Program does not have an expiration date and may be expanded, limited or terminated at any time without prior notice. During the years ended December 31, 2014 and 2015, the Company repurchased 669,000 and 924,000 shares of Class B common stock for $2.5 million and $3.8 million, respectively, as part of the 2014 Repurchase Program. During the year ended December 31, 2013, the Company repurchased approximately 31,000 shares of Class B common stock for $119,000 under its previous repurchase program.

During the years ended December 31, 2013, 2014 and 2015, the Company's board of directors authorized the retirement of 679,000 shares, 598,000 shares, and 1,375,000 shares, respectively, of the Company's Class B common stock, all of which have been repurchased by the Company. Shares repurchased but not yet retired by the Company are classified as treasury stock on the consolidated balance sheet before retirement. Retirement of treasury stock results in reductions to common stock and additional paid-in capital.

The Company's board of directors declared the following quarterly dividends on the Company's Class A common stock and Class B common stock:

Approval Date	Per share dividend	Date of record	Total amount (in thousands)	Payment date
January 2014	$ 0.02	February 7, 2014	$ 771	February 18, 2014
April 2014	$ 0.02	May 5, 2014	$ 846	May 15, 2014
July 2014	$ 0.02	August 5, 2014	$ 856	August 15, 2014
October 2014	$ 0.02	November 7, 2014	$ 857	November 18, 2014
January 2015	$ 0.02	February 6, 2015	$ 840	February 17, 2015
April 2015	$ 0.02	May 7, 2015	$ 845	May 18, 2015

We do not anticipate declaring or paying further dividends subsequent to the May 2015 dividend in the foreseeable future

(b) Stock Option Plan

The Company's stock incentive plan (the "2012 Plan"), which was established in 2012, allows for grants of stock options, restricted stock units and restricted stock awards to eligible participants and such options may be designated as incentive or non-qualified stock options at the discretion of the 2012 Plan's Administrative

Committee. Prior to the 2012 Plan, the Company granted stock-based awards under its 2003 Amended and Restated Stock Incentive Plan (the "2003 Plan"). No further awards were made under the 2003 Plan after December 31, 2012. The 2012 Plan authorizes up to 3,500,000 shares of Class B common stock that may be issued with respect to awards granted under the 2012 Plan, and provides that the total number of shares of Class B common stock for which options designated as incentive stock options may be granted shall not exceed 3,500,000 shares. Annual increases to each of these share limits are to be added on the first day of each fiscal year beginning on January 1, 2013 equal to 5% of the outstanding common stock (including for this purpose any shares of common stock issuable upon conversion of any outstanding capital stock of the Company) or in the case of incentive stock options, the lesser of 2,000,000 shares of Class B common stock or such number as determined by the Company's board of directors. As a result of this provision, the authorized number of shares available under the 2012 Plan was increased by 2,102,493 and 2,097,153 on January 1, 2015 and 2016, respectively, bringing the aggregate authorized number of shares available under the 2012 plan to 11,501,545. The Company may issue new shares or reissue treasury shares for stock option exercises and restricted stock grants. Generally, stock options have 10-year terms and vest 25% each year either annually or quarterly, over a 4-year period and restricted stock awards and units vest 25% each year annually over a 4-year period.

The Company did not grant any options with exercise prices less than the then current market value during 2013, 2014, and 2015.

The Company measures stock-based compensation cost at the grant date based on the fair value of the award and recognizes it as expense, net of estimated forfeitures, over the vesting or service period, as applicable, of the stock award using the straight-line method. Stock-based compensation has been included in the same lines as compensation paid to the same employees in the consolidated statements of operations.

Stock-based compensation expense was included in the following operating expense categories (in thousands):

	Twelve months ended December 31,		
	2013	2014	2015
Service costs	$ 1,179	$ 1,373	$ 1,189
Sales and marketing	643	888	1,307
Product development	1,635	2,595	2,410
General and administrative	5,777	7,032	5,118
Total stock-based compensation	$ 9,234	$ 11,888	$ 10,024

For the years ended December 31, 2013, 2014, and 2015, the income tax benefit related to stock-based compensation included in net loss from continuing operations was $2.6 million, $0, and $0, respectively.

FASB ASC 718 requires the benefits of tax deductions in excess of the stock-based compensation cost to be classified as financing cash inflows and is shown as "Excess tax benefit related to stock-based compensation" on the consolidated statement of cash flows. In addition, a tax benefit and a credit to additional paid-in capital for the excess deductions is not recognized until that deduction reduces taxes payable. For the years ended December 31, 2013, 2014 and 2015, we incurred excess tax benefits of $3.0 million, $6.6 million and $331,000, respectively, which were not recorded because the Company is in a cumulative loss carryforward position for income taxes.

The Company uses the Black-Scholes option pricing model to estimate the per share fair value of stock option grants with time-based vesting. The Black-Scholes model relies on a number of key assumptions to calculate estimated fair values. For years ended December 31, 2013, 2014 and 2015, the expected life of each award granted was determined based on historical experience with similar awards, giving consideration to contractual terms, anticipated exercise patterns, vesting schedules and forfeitures. Expected volatility is based on historical volatility levels of the Company's Class B common stock and the expected volatility of companies in

similar industries that have similar vesting and contractual terms. The risk-free interest rate is based on the implied yield currently available on U.S. Treasury issues with terms approximately equal to the expected life of the option. The Company uses an expected annual dividend yield in consideration of the Company's common stock dividend payments.

The following weighted average assumptions were used in determining the fair value of time-vested stock options granted for the periods indicated:

	Years ended December 31,		
	2013	2014	2015
Expected life (in years)	4.00 – 6.25	4.00	4.00 – 6.25
Risk-free interest rate	0.57% to 2.10%	1.25% to 1.45%	1.13% to 1.56%
Expected volatility	54% to 64%	55% to 62%	59% to 65%
Weighted average expected volatility	57%	56%	62%
Expected dividend yield	0.87% to 2.33%	0.76% to 2.03%	0.00% to 0.36%

The Company may issue equity awards which include stock options and restricted stock awards that have vesting based on a combination of certain service and market conditions. The compensation costs and derived service periods for stock option grants with vesting based on a combination of service and market conditions are estimated using the binomial lattice model to determine the fair value for each tranche and a Monte Carlo simulation to determine the derived service period for each tranche. The risk-free interest rate is based on the 10 year bond rate as of the valuation date based on the contractual life of the option.

The following weighted average assumptions were used in determining the fair value for options granted with vesting based on a combination of certain service and market conditions for the period indicated:

	2013
Expected life (in years)	1.18 – 2.28
Risk-free interest rate	2.89%
Expected volatility	61%
Weighted average expected volatility	61%
Expected dividend yield	0.89%

There were no awards granted in 2014 or 2015 with vesting based on a combination of certain service and market conditions.

Stock option, restricted stock award, and restricted stock unit activity during the period is as follows:

	Options and Restricted Stock available for grant	Number of options outstanding	Weighted average exercise price of options	Weighted average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
Balance at December 31, 2014	2,207,633	7,797,228	$ 7.90	6.58	$ 800
Increase to option pool January 1, 2015	2,102,493	—			
Options granted	(2,072,715)	2,072,715	4.28		
Restricted stock granted	(1,328,837)	—			
Restricted stock forfeited	221,992	—			
Options exercised	—	(55,323)	3.98		
Options expired	473,237	(473,237)	11.48		
Options forfeited	404,102	(404,102)	6.37		
Balance at December 31, 2015	2,007,905	8,937,281	$ 6.97	6.33	$ 52
Options exercisable at December 31, 2015		5,686,583	$ 7.77	5.01	$ 41

Information related to stock compensation activity during the period indicated is as follows:

	Years ended December 31,		
	2013	2014	2015
Weighted average fair value of options granted	$ 2.56	$ 3.89	$ 2.13
Intrinsic value of options exercised (in thousands)	$1,463	$4,016	$ 36
Total grant date fair value of restricted stock vested (in thousands)	$5,751	$6,568	$7,657

At December 31, 2015, there was $7.2 million of unrecognized stock option compensation expense related to non-vested awards, which is expected to be recognized over a weighted average period of 2.1 years.

During the years ended December 31, 2013, 2014, and 2015 gross proceeds recognized from the exercise of stock options was $2.9 million, $4.2 million and $220,000, respectively. The net excess tax benefit (shortfall) on stock option exercises, restricted stock vesting, and dividends paid on unvested restricted stock during the years ended December 31, 2013, 2014 and 2015, of ($76,000), ($1.2) million and $0, respectively, was recorded to additional paid-in capital.

Restricted stock awards and restricted stock unit activity during the period is as follows:

	Shares/ Units	Weighted Average Grant Date Fair Value
Unvested at December 31, 2014	2,140,762	$ 6.55
Granted	1,328,837	4.26
Vested	(1,025,527)	7.47
Forfeited	(221,992)	5.56
Unvested at December 31, 2015	2,222,080	$ 4.86

Restricted stock awards and restricted stock units are generally measured at fair value on the date of grant based on the number of awards granted and the quoted price of the Company's common stock. Restricted stock awards and restricted stock units are accounted for under FASB ASC 718 using the straight-line method net of estimated forfeitures.

At December 31, 2015, there was $8.4 million of unrecognized restricted stock compensation expense related to non-vested restricted stock, which is expected to be recognized over a weighted average period of 2.0 years.

During 2013, 2014 and 2015, the Company repurchased 220,000, 175,000 and 70,000 shares, respectively, from certain executives for minimum withholding taxes on 1,031,000, 527,000 and 257,000 restricted stock award vests, respectively. The number of shares repurchased was based on the value on the vesting date of the restricted stock awards equivalent to the value of the executives' minimum withholding taxes of $1.8 million, $1.1 million and $284,000 for 2013, 2014, and 2015, respectively. The Company then remitted cash to the appropriate taxing authorities. The payments are reflected as a financing activity within the consolidated statement of cash flows when paid. The payments had the effect of share repurchases by the Company as they reduced the number of shares that would have otherwise been issued on the vesting date and were recorded as a reduction of additional paid-in capital.

In February 2015, vesting of approximately 139,000 stock options and 108,000 restricted stock awards were accelerated in light of certain terms in a certain executive's employment agreement.

(c) Employee Stock Purchase Plan

On February 15, 2004, the Company's board of directors and stockholders approved the 2004 Employee Stock Purchase Plan ("2004 ESPP"), which became effective on March 30, 2004. The Company authorized an aggregate of 300,000 shares of Class B common stock for issuance under the plan to participating employees.

In December 2005, the compensation committee of the Company's board of directors amended the 2004 ESPP to provide that effective January 1, 2006 eligible participants may purchase the Company's Class B common stock under the purchase plan at a price equal to 95% of the fair value on the last day of an offering period. During the year ended December 31, 2013, 11,511 shares were purchased at prices ranging from $4.00 to $8.22 per share. The 2004 ESPP, as amended, expired on December 31, 2013.

On March 8, 2013, the Company's board of directors adopted and in May 2013 the stockholders approved the 2014 Employee Stock Purchase Plan ("2014 ESPP"), which became effective on January 1, 2014. The Company authorized an aggregate of 225,000 shares of Class B common stock for issuance under the plan to participating employees. The 2014 ESPP provides eligible employees the opportunity to purchase the Company's Class B common stock at a price equal to 95% of the closing price on the last business day of each purchase periods. The 2014 ESPP permits eligible employees to purchase amounts up to 15% of their compensation in the purchase period, and no employee is permitted to purchase stock worth more than $25,000 in any calendar year, valued as of the first day of each purchase period. During the year ended December 31, 2014, 11,944 shares purchased at prices ranging from $3.94 to $11.42 per share. During the year ended December 31, 2015, 27,692 shares were purchased at prices ranging from $3.70 to $4.70 per share.

(7) 401(k) Savings Plan

The Company has a Retirement/Savings Plan (401(k) Plan) under Section 401(k) of the Internal Revenue Code, which covers those employees that meet eligibility requirements. Eligible employees may contribute up to the Internal Revenue Code prescribed maximum amounts. During 2011, the Company elected to match a portion of the employee contributions up to a defined maximum. In 2013, 2014 and 2015, cash contributions were made in the amount of $186,000, $276,000 and $276,000, respectively.

(8) Goodwill

Changes in the carrying amount of goodwill during the year ended December 31, 2015 are as follows (in thousands):

	Call Driven	Archeo	Total
Balance as of December 31, 2014	$63,305	$ 2,374	$65,679
Sale of certain assets related to domain operations	—	(2,374)	(2,374)
Balance as of December 31, 2015	$63,305	$ —	$63,305

The decrease in goodwill is related to the sale of certain assets related to Archeo's domain operations during the second quarter of 2015, including the bulk of its domain name portfolio, and is included in the gain on sale of discontinued operations, net in the Company's Consolidated Statements of Operations. The assets sold constituted a business within the Archeo reporting unit. Goodwill was allocated to the sold business based on its relative fair value compared to the remainder of the Archeo reporting unit at the time.

The Company reviews goodwill for impairment annually on November 30 and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. The Company performed its annual impairment testing as of November 30, 2015. As a result of the testing, the Company determined that there was no impairment of goodwill for the year ended December 31, 2015.

The estimated fair values of the Company's reporting units were based on estimates of future operating results, discounted cash flows and other market-based factors. To calculate the estimated fair value of the Call-driven reporting unit, the Company uses the discounted cash flow method and market approach, which are weighted equally. The Company estimates discounted cash flows using estimates of future operating results and discount rates, which take into consideration factors such as estimated future revenues and operating costs, the Company's tax rate and expectations of competitive and economic environments. The Company also uses comparative market multiples and other market-based factors. The quoted market price of the Company's Class B common stock is used to corroborate the results of the estimates of fair values of the reporting units. However, if the Company had used materially different assumptions regarding the future performance of our reporting units or a lower market multiple in the valuation, this could have resulted in an impairment of some or all of the Company's goodwill

The testing of goodwill for impairment requires the Company to make significant estimates about its future performance and cash flows, as well as other assumptions. 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; and significant changes in competition and market dynamics. These estimates are inherently uncertain and can be affected by numerous factors, including changes in economic, industry or market conditions, changes in business operations, a loss of a significant customer, changes in competition or changes in the share price of the Company's common stock and market capitalization. Significant and sustained declines in the Company's stock price and market capitalization, a significant decline in its expected future cash flows or a significant adverse change in the Company's business climate, among other factors, could result in the need to perform an impairment analysis in future periods. The Company cannot accurately predict the amount and timing of any future impairment of goodwill. Should the value of goodwill become impaired, the Company would record an impairment charge, which could have an adverse effect on its financial condition and results of operations.

The current business environment is subject to evolving market conditions and requires significant management judgment to interpret the potential impact to our assumptions. For the period January 1, 2016 to March 7, 2016, the Company's stock price has been impacted by continued deterioration in the U.S. financial markets and at various points in time, the Company's stock price approached or dropped below the then book value. 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, if the Company's stock price were to trade below book value per share for an extended period of time and/or should other events occur indicating the remaining carrying value of our assets might be impaired, the Company would test its goodwill for impairment and may recognize an impairment loss to the extent that the carrying amount exceeds such asset's fair value. The Company will continue to monitor its financial performance, stock price and other factors in order to determine if there are any indicators of impairment prior to its annual impairment evaluation in November 2016.

(9) 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. In July 2013, the Company sold certain assets related to Archeo's pay-per-click advertising services and, in April 2015, the Company sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. These dispositions are shown as discontinued operations, net of tax in the condensed consolidated statements of operations for all periods presented and are excluded from segment reporting. On December 31, 2015 the Company sold the remaining Archeo operations, which did not meet the criteria for discontinued operations presentation. See *Note 10. Discontinued Operations and Disposition* for further discussion.

The Company's Call-driven segment comprises its performance-based advertising business focused on driving phone calls. The Archeo segment comprised the Company's click-based advertising businesses. Call-driven segment expenses include both direct costs incurred by the segment business as well as corporate

overhead costs. Archeo segment expenses only include direct costs incurred by the segment. Segment expenses exclude the following: stock-based compensation, amortization of intangible assets from acquisitions, acquisition and disposition related costs, gain on sale of Archeo assets, and other income (expense).

A measure of segment assets is not currently provided to the Company's chief operating decision maker and has therefore not been disclosed. The carrying amount of goodwill for our Call-driven segment at December 31, 2014 and 2015 was approximately $63.3 million. The carrying amount of goodwill for our Archeo segment was approximately $2.4 million and $0 at December 31, 2014 and 2015, respectively.

Selected segment information (in thousands):

	Year ended December 31, 2015		
	Call-driven	Archeo	Total
Revenue	$ 139,886	$3,127	$143,013
Operating expenses	132,077	2,696	134,773
Segment profit	$ 7,809	$ 431	$ 8,240
Less reconciling items:			
Stock-based compensation			10,024
Acquisition and disposition related costs			219
Gain on sale of Archeo assets			(1,496)
Interest expense and other, net			63
Loss from continuing operations before provision for income taxes			$ (570)

	Year ended December 31, 2014		
	Call-driven	Archeo	Total
Revenue	$ 168,051	$5,550	$173,601
Operating expenses	156,952	4,617	161,569
Segment profit	$ 11,099	$ 933	$ 12,032
Less reconciling items:			
Stock-based compensation			11,888
Amortization of intangible assets from acquisitions			434
Acquisition and disposition related costs			(68)
Interest expense and other, net			62
Loss from continuing operations before provision for income taxes			$ (284)

	Year ended December 31, 2013		
	Call-driven	Archeo	Total
Revenue	$ 135,126	$12,711	$147,837
Operating expenses	128,829	8,072	136,901
Segment profit	$ 6,297	$ 4,639	$ 10,936
Less reconciling items:			
Stock-based compensation			9,234
Amortization of intangible assets from acquisitions			2,926
Acquisition and disposition related costs			878
Interest expense and other, net			37
Loss from continuing operations before provision for income taxes			$ (2,139)

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 mobile, online and other activities.

Revenues by geographic region are as follows:

	Years ended December 31,		
	2013	2014	2015
United States	95%	97%	97%
Canada	5%	3%	3%
Other countries	*	*	*
	100%	100%	100%

* Less than 1% of revenue

(10) Discontinued Operations and Disposition

(a) Discontinued Operations

In July 2013, the Company completed the sale of certain pay-per-click advertising services, and, in April 2015, the Company sold certain assets related to Archeo's domain operations, including the bulk of its domain name portfolio. These disposals meet the requirements of Accounting Standards Codification 205-20, *Discontinued Operations*, for presentation as discontinued operations. As a result, the operating results related to these dispositions are shown as discontinued operations, net of tax. The operating results for the discontinued operations were as follows (in thousands):

	Years ended December 31,		
	2013	2014	2015
Revenue	$ 7,898	$9,043	$ 7,081
Expenses:			
Service costs	5,992	3,322	1,624
Sales and marketing	756	518	334
Product development	134	—	—
General and administrative	50	5	—
Gain on sales and disposals of intangible assets, net	(3,774)	—	—
Income from discontinued operations before provision for income taxes	4,740	5,198	5,123
Income tax expense	1,691	1,773	—
Income from discontinued operations, net of tax	$ 3,049	$3,425	$ 5,123
Gain on sale of discontinued operations	1,492	422	22,195
Income tax expense	562	144	—
Gain on sale of discontinued operations, net of tax	$ 930	$ 278	$22,195
Discontinued operations, net of tax	$ 3,979	3,703	$27,318

The discontinued operation incurred amortization of $190,000, $115,000 and $16,000 in the years ended December 31, 2013, 2014 and 2015, respectively.

The net cash proceeds from the sale of the pay-per-click assets in July 2013 were approximately $1.4 million, which included a contingent earn-out consideration payment in 2014. The net cash proceeds related to Archeo's domain operations in April 2015 were approximately $28.1 million. The sale includes a contingent earn-out consideration payment that depends upon the achievement of certain thresholds and will be recognized as income when received.

(b) Disposition

On December 31, 2015, the Company sold the remaining Archeo operations for cash proceeds of $750,000. The estimated transaction costs were approximately $244,000 and the net carrying value of the liabilities assumed were approximately $990,000, resulting in a net gain of $1.5 million from the sale. The Company evaluated this disposition and determined that it did not meet the criteria for classification as a discontinued operation. As a result, operating results of these Archeo operations and the related gain on sale are reflected in the Company's continuing operations in the consolidated statements of operations. For the years ended December 31, 2013, 2014 and 2015, income before provision for income taxes for these Archeo operations included in the Company's continuing operations, were $4.7 million, $950,000, and $431,000, respectively.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. 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.

Management's Report on Internal Control Over Financial Reporting

(a) Management's report on internal control over financial reporting

Management of Marchex, Inc. is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in the Securities Exchange Act of 1934 Rule 13a-15(f). Under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2015 as required by the Securities Exchange Act of 1934 Rule 13a-15(c). In making this assessment, we used the criteria set forth in the framework in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on our evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2015.

(b) Report of the registered public accounting firm

The report of KPMG LLP, the Company's independent registered public accounting firm, on the effectiveness of the Company's internal control over financial reporting is included in this Annual Report on Form 10-K.

(c) Changes in Internal Control over Financial Reporting

During the quarter ended December 31, 2015, 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, cannot 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.

ITEM 9B. OTHER INFORMATION.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

The information required by this item is incorporated herein by reference to the Company's definitive proxy statement relating to the 2016 annual meeting of stockholders (the "2016 Proxy Statement"), which the Company intends to file with the Securities and Exchange Commission within 120 days of the Company's fiscal year ended December 31, 2015.

Our Code of Ethics for our Chief Executive Officer, Chief Financial Officer and Senior Financial Officers is available on our web site, www.marchex.com, by clicking "Investors" and then "Corporate Governance".

ITEM 11. EXECUTIVE COMPENSATION.

The information required under this item may be found in the 2016 Proxy Statement and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information required under this item may be found in the 2016 Proxy Statement and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

The information required under this item may be found in the 2016 Proxy Statement and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

The information required under this item may be found in the 2016 Proxy Statement and is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

1. The following reports and financial statements are included in Part II, Item 8 of this Form 10-K:

- Reports of Independent Registered Public Accounting Firm;
- Consolidated Balance Sheets as of December 31, 2014 and 2015;
- Consolidated Statements of Operations for the years ended December 31, 2013, 2014 and 2015;
- Consolidated Statements of Stockholders' Equity for the years ended December 31, 2013, 2014 and 2015;
- Consolidated Statements of Cash Flow for the years ended December 31, 2013, 2014 and 2015; and
- Notes to Consolidated Financial Statements.

2. Financial Statement Schedules

Financial statement schedules are omitted because they are not required or are not applicable, or the required information is provided in the consolidated financial statements or notes described in Item 15 (a) (1) above.

3. We have filed, or incorporated into this Form 10-K by reference, the exhibits listed on the accompanying Exhibit Index immediately following the signature page of this Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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 in the City of Seattle, State of Washington on March 7, 2016.

MARCHEX, INC.

By: /S/ MICHAEL A. ARENDS

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Peter Christothoulou and Michael A. Arends, jointly and severally, as his or her attorneys-in-fact, each with the full power of substitution, for him or her, in any and all capacities, to sign any amendment to this Annual Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting to said attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Date
/S/ PETER CHRISTOTHOULOU **Peter Christothoulou** **Chief Executive Officer** **(Principal Executive Officer)**	March 7, 2016
/S/ MICHAEL A. ARENDS **Michael A. Arends** **Chief Financial Officer** **(Principal Financial and Accounting Officer)**	March 7, 2016
/S/ RUSSELL C. HOROWITZ **Russell C. Horowitz** **Executive Director**	March 7, 2016
/S/ DENNIS CLINE **Dennis Cline** **Director**	March 7, 2016
/S/ ANNE DEVEREUX – MILLS **Anne Devereux – Mills** **Director**	March 7, 2016

Signature	Date
/S/ NICOLAS J. HANAUER **Nicolas J. Hanauer** **Vice Chairman and Director**	March 7, 2016
/S/ CLARK KOKICH **Clark Kokich** **Executive Chairman and Director**	March 7, 2016
/S/ IAN MORRIS **Ian Morris** **Director**	March 7, 2016
/S/ M. WAYNE WISEHART **M. Wayne Wisehart** **Director**	March 7, 2016

EXHIBIT INDEX

Exhibit Number	Description of Document
2.1	Agreement and Plan of Merger, dated as of February 19, 2003, by and among the Registrant, Marchex Acquisition Corporation, eFamily.com, Inc., the Shareholders of eFamily.com, Inc., ah-ha.com, Inc. and Paul J. Brockbank, as Stockholder Representative (incorporated by reference to Exhibit 2.1 to the Registrant's Registration Statement on Form SB-2 (No. 333-111096), filed with the SEC on December 11, 2003).
2.2	Agreement and Plan of Merger, dated as of October 1, 2003, by and among the Registrant, Sitewise Acquisition Corporation, TrafficLeader, Inc., the Shareholders of TrafficLeader, Inc. and Gerald Wiant, as Shareholder Representative (incorporated by reference to Exhibit 2.2 to the Registrant's Registration Statement on Form SB-2 (No. 333-111096), filed with the SEC on December 11, 2003).
2.3	Asset Purchase Agreement, dated as of November 19, 2004, by and among the Registrant, Name Development Ltd. and the Sole Stockholder of Name Development Ltd. (incorporated by reference to Exhibit 2.4 to the Registrant's Registration Statement on Form SB-2 (No. 333-121213), filed with the SEC on December 13, 2004).
2.4	Asset Purchase Agreement, dated as of April 26, 2005, by and among the Registrant, Pike Street Industries, Inc. and the holders of all the issued and outstanding capital stock of Pike Street Industries, Inc. (incorporated by reference to Exhibit 2.5 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010 filed with the SEC on March 14, 2011).
2.5	Agreement and Plan of Merger, dated as of July 27, 2005, by and among the Registrant, Einstein Holdings I, Inc., Einstein Holdings 2, LLC, IndustryBrains, Inc., the primary shareholders of IndustryBrains, Inc. and with respect to Articles II, VII and XII only, Eric Matlick as shareholder representative (incorporated by reference to Exhibit 2.6 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010 filed with the SEC on March 14, 2011).
2.6	Asset Purchase Agreement, dated as of May 1, 2006, by and among the Registrant, MDNH, Inc., AreaConnect LLC and the holder of all of the issued and outstanding ownership interests of AreaConnect LLC (incorporated by reference to Exhibit 2.7 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the SEC on March 12, 2012).
2.7	Asset Purchase Agreement, dated as of May 26, 2006, by and among the Registrant, MDNH, Inc., OpenList, Inc., Brian Harriman, the stockholders of OpenList, Inc., and with respect to the Articles VI and XI only, Brad Gerstner as stockholder representative (incorporated by reference to Exhibit 2.8 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the SEC on March 12, 2012).
2.8	Agreement and Plan of Merger, dated as of August 9, 2007, by and among Registrant, VoiceStar, Inc., and the Shareholders of VoiceStar, Inc. (incorporated by reference to Exhibit 2.9 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2012 filed with the SEC on March 12, 2013).
+2.9	Agreement and Plan of Merger, dated as of April 7, 2011, by and among the Registrant, Marchex Acquisition Corporation, Jingle Networks, Inc. and with respect to Articles II, V and VIII only, Chip Hazard as the Stockholder Representative (incorporated by reference to Exhibit 4.4 to the Registrant's Amendment No. 1 to the Registration Statement on Form S-3 (No. 333-174016) filed with the SEC on June 29, 2011).
+2.10	Asset Purchase Agreement dated as of April 21, 2015, by and among NameFind LLC, GoDaddy.com, LLC, Marchex Sales, LLC and Marchex (incorporated by reference to Exhibit 2.11 to the Registrant's Current Report on Form 8-K filed with the SEC on April 27, 2015).

Exhibit Number	Description of Document
3.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.3 to the Registrant's Amendment No. 2 to the Registration Statement on Form SB-2 (No. 333-111096) filed with the SEC on March 19, 2004).
3.2	Amended and Restated By-Laws of the Registrant (incorporated by reference to Exhibit 3.4 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2012 filed with the SEC on March 12, 2013).
4.1	Specimen stock certificate representing shares of Class B Common Stock of the Registrant (incorporated by reference to Exhibit 4.1 to the Registrant's Amendment No. 3 to the Registration Statement on Form SB-2 (No. 333-111096) filed with the SEC on March 30, 2004).
*10.1	Amended and Restated 2003 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Registrant's Amendment No. 2 to the Registration Statement on Form SB-2 (No. 333-111096) filed with the SEC on March 19, 2004).
*10.2	Executive Employment Agreement, dated as of January 17, 2003, by and between Russell C. Horowitz and the Registrant (incorporated by reference to Exhibit 10.7 to the Registrant's Registration Statement on Form SB-2 (No. 333-111096) filed with the SEC on December 11, 2003).
*10.3	Executive Employment Agreement, dated as of May 1, 2003, by and between Michael A. Arends and the Registrant (incorporated by reference to Exhibit 10.8 to the Registrant's Amendment No. 1 to the Registration Statement on Form SB-2 (No. 333-111096) filed with the SEC on February 19, 2004).
10.4	Representative Director and Officer Indemnification Agreement, dated as of February 4, 2004, by and between Russell C. Horowitz and the Registrant (incorporated by reference to Exhibit 10.13 to the Registrant's Amendment No. 2 to the Registration Statement on Form SB-2 (No. 333-111096) filed with the SEC on March 19, 2004).
+10.5	License Agreement, effective February 14, 2005, by and between Overture Services, Inc. and Registrant (incorporated by reference to Exhibit 10.6 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010 filed with the SEC on March 14, 2011).
*10.6	Form of Restricted Stock Agreement (incorporated by reference to Exhibit 10.9 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2012 filed with the SEC on March 12, 2013).
*10.7	Form of Retention Agreement. (incorporated by reference to Exhibit 10.10 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the SEC on March 12, 2012).
+10.8	Master Services and License Agreement dated as of October 1, 2007, by and between MDNH, Inc. and YellowPages.com LLC (incorporated by reference to Exhibit 10.11 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2012 filed with the SEC on March 12, 2013).
+10.9	Credit Agreement dated as of April 1, 2008, by and between the Registrant, the several banks and other financial institutions or entities from time to time parties to the agreement, and U.S. Bank National Association, as administrative agent (incorporated by reference to Exhibit 10.12 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 filed with the SEC on March 3, 2014).
*10.10	Form of Retention Agreement Amendment (incorporated by reference to Exhibit 10.13 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).

Exhibit Number	Description of Document
*10.11	Revised Form of Retention Agreement (incorporated by reference to Exhibit 10.14 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).
*10.12	Form of Restricted Stock Agreement Amendment (2003 Amended and Restated Stock Incentive Plan) (incorporated by reference to Exhibit 10.15 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).
*10.13	First Amendment to Executive Employment Agreement effective as of May 8, 2009, by and between Michael A. Arends and the Registrant (incorporated by reference to Exhibit 10.16 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).
*10.14	Revised Form of Executive Restricted Stock Agreement (2003 Amended and Restated Stock Incentive Plan) (incorporated by reference to Exhibit 10.17 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).
*10.15	Form of Director Restricted Stock Agreement (2003 Amended and Restated Stock Incentive Plan) (incorporated by reference to Exhibit 10.18 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).
10.16	Amended and Restated Lease effective as of June 5, 2009, between 520 Pike Street, Inc. and the Registrant (incorporated by reference to Exhibit 10.19 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).
*10.17	Form of Executive Officer Stock Option Agreement (2003 Amended and Restated Stock Incentive Plan) (incorporated by reference to Exhibit 10.20 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the SEC on March 10, 2015).
†††+10.18	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.
†††*10.19	Form of Notice of Grant of Executive Officer Stock Option (Performance-Based) (2003 Amended and Restated Stock Incentive Plan).
†††*10.20	Form of Notice of Grant of Executive Officer Stock Option (Time-Based) (2003 Amended and Restated Stock Incentive Plan).
†††*10.21	Form of Notice of Grant of Executive Officer Restricted Stock Units (2003 Amended and Restated Stock Incentive Plan).
†††*10.22	Form of Executive Officer Restricted Stock Agreement (2003 Amended and Restated Stock Incentive Plan).
†††*10.23	Form of Executive Officer Restricted Stock Units Agreement (2003 Amended and Restated Stock Incentive Plan).
†††+10.24	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.
†††*10.25	Amendment to the Marchex, Inc. 2003 Amended and Restated Stock Incentive Plan.
*10.26	Marchex, Inc. Amended and Restated Annual Incentive Plan (incorporated by reference to Exhibit 10.32 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010 filed with the SEC on March 14, 2011).

Exhibit Number	Description of Document
10.27	First Amendment to the Credit Agreement made and entered into as of March 1, 2011, by and among the Registrant, the several banks and other financial institutions or entities from time to time parties to the agreement, and U.S. Bank National Association, as administrative agent (incorporated by reference to Exhibit 10.32 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the SEC on March 12, 2012).
*10.28	Marchex, Inc. 2012 Stock Incentive Plan (incorporated by reference to Appendix A to the Registrant's Definitive Proxy Statement on Form 14A filed with the SEC on April 9, 2012).
*10.29	Marchex, Inc. 2014 Employee Stock Purchase Plan, as amended on December 20, 2012 (incorporated by reference to Appendix A to the Registrant's Definitive Proxy Statement on Form 14A filed with the SEC on April 3, 2013).
*10.30	Form of Incentive Stock Option Notice and Agreement (2012 Stock Incentive Plan) (incorporated by reference to Exhibit 10.33 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 8, 2013).
*10.31	Form of Nonstatutory Stock Option Notice and Agreement (2012 Stock Incentive Plan) (incorporated by reference to Exhibit 10.34 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 8, 2013).
*10.32	Form of Restricted Stock Agreement (2012 Stock Incentive Plan) (incorporated by reference to Exhibit 10.35 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 8, 2013).
*10.33	Form of Restricted Stock Units Notice and Agreement (2012 Stock Incentive Plan) (incorporated by reference to Exhibit 10.36 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 8, 2013).
+10.34	Amendment No. 2 to Master Services and License Agreement, effective as of July 1, 2013, by and between Marchex Sales LLC, a Delaware limited liability company, and YellowPages.com LLC, a Delaware limited liability company (incorporated by reference to Exhibit 10.37 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 12, 2013).
*10.35	Form of Indemnity Agreement (Section 16 Executive Officers and Directors) (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on May 7, 2013).
10.36	Second Amendment to the Credit Agreement made and entered into as of February 24, 2014, by and among the Registrant, the several banks and other financial institutions or entities from time to time parties to the agreement, and U.S. Bank National Association, as administrative agent (incorporated by reference to Exhibit 10.40 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 filed with the SEC on March 3, 2014).
+10.37	Professional Services Agreement originally dated as of January 29, 2010, by and between Allstate Insurance Company, an Illinois insurance company, and MDNH, Inc., a Delaware corporation and wholly owned subsidiary of Marchex, Inc., and such other affiliates that may be identified from time to time (incorporated by reference to Exhibit 10.41 to the Registrant's Current Report on Form 8-K/A filed with the SEC on June 25, 2014).
+10.38	Statement of Work (Call Advertising Services Project) effective January 1, 2014, by and between Marchex Sales, LLC (f/k/a Marchex Sales, Inc., f/k/a MDNH Inc.) and Allstate Insurance Company, an Illinois insurance company (incorporated by reference to Exhibit 10.42 to the Registrant's Current Report on Form 8-K/A filed with the SEC on June 25, 2014).

Exhibit Number	Description of Document
+10.39	Amended Statement of Work (Call Advertising Services Project) entered into on May 1, 2014 which amends the Statement of Work (Call Advertising Services Project) effective January 1, 2014, by and between Marchex Sales, LLC (f/k/a Marchex Sales, Inc., f/k/a MDNH, Inc.) and Allstate Insurance Company, an Illinois insurance company (incorporated by reference to Exhibit 10.43 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 11, 2014).
+10.40	Pay-For-Call Distribution Agreement, by and between Yellowpages.com LLC, a Delaware limited liability company (d/b/a AT&T Interactive) and Marchex Sales, Inc., a Delaware corporation, effective as of January 1, 2011 (incorporated by reference to Exhibit 10.44 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 10, 2014).
+10.41	Amendment No. 1 to Pay-For-Call Distribution Agreement, by and between Yellowpages.com LLC, a Delaware limited liability company (formally d/b/a AT&T Interactive or ATTi) and Marchex Sales LLC, a Delaware limited liability company and successor in interest to Marchex Sales, Inc., effective as of December 31, 2012 (incorporated by reference to Exhibit 10.45 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 10, 2014).
+10.42	Third Amendment to the Credit Agreement and Consent made and entered into as of April 21, 2015, by and among Marchex, the several banks and other financial institutions or entities from time to time parties to the agreement, and U.S. Bank National Association, as administrative agent (incorporated by reference to Exhibit 10.46 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 10, 2015).
+10.43	Amendment No. 3 to Master Services and License Agreement, effective June 25, 2015, by and between Marchex Sales LLC, a Delaware limited liability company and successor in interest to Marchex Sales, Inc. and YellowPages.com LLC, a Delaware limited liability company (formally d/b/a AT&T Interactive or ATTi) (incorporated by reference to Exhibit 10.47 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 10, 2015).
+10.44	Amendment No. 2 to Pay-For-Call Distribution Agreement, effective June 25, 2015, by and between Marchex Sales LLC, a Delaware limited liability company and successor in interest to Marchex Sales, Inc. and YellowPages.com LLC, a Delaware limited liability company (formally d/b/a AT&T Interactive or ATTi) (incorporated by reference to Exhibit 10.48 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 10, 2015).
†++10.45	Terms and Conditions For Pay-For-Call Advertising for Resolution Media Clients, by and between Marchex Sales, LLC (f/k/a Marchex Sales, Inc.) and Resolution Media Inc., dated September 7, 2010.
†++10.46	Marchex Call Marketplace Insertion Order (State Farm – Auto Campaign), by and between Marchex Sales, LLC and Resolution Media Inc., dated December 22, 2015.
†++10.47	Marchex Call Marketplace Insertion Order Amendment No. 1 (State Farm – Auto Campaign), by and between Marchex Sales, LLC and Resolution Media Inc., dated January 20, 2016.
†++10.48	Marchex Call Marketplace Insertion Order (State Farm – Life Campaign), by and between Marchex Sales, LLC and Resolution Media Inc., dated December 24, 2015.
†++10.49	Marchex Call Marketplace Insertion Order Amendment No. 1 (State Farm – Life Campaign), by and between Marchex Sales, LLC and Resolution Media Inc., dated January 20, 2016.
†21.1	Subsidiaries of the Registrant.
†23.1	Consent of Independent Registered Public Accounting Firm.
24.1	Power of Attorney (incorporated herein by reference to the signature page of the Annual Report on Form 10-K)

Exhibit Number	Description of Document
†31(i)	Certification of Principal Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
†31(ii)	Certification of Principal Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
††32	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
†101.INS	XBRL Instance Document.
†101.SCH	XBRL Taxonomy Extension Schema Document.
†101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
†101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
†101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.
†101.PRE	XBRL Taxonomy Presentation Linkbase Document.

* 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 granted with respect to the omitted portions.
(+)(+) Certain information in this Agreement has been omitted and filed separately with the SEC. Confidential treatment has been requested with respect to the omitted portions.
† Filed herewith.
†† Furnished herewith.
††† Refiled herewith pursuant to Regulation S-K Item 10.

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 granted 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 granted 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 granted 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 granted 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

By: /s/ David Krantz
Name: David Krantz
Title: President and CEO

MDNH, INC.

By: /s/ Brendhan Hight
Name: Brendhan Hight
Title: President

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

EXHIBIT E

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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 granted 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 granted 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

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 granted 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 granted 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.

By: /s/ Brendhan Hight
Name: Brendhan Hight
Title: President

YELLOWPAGES.COM LLC

By: /s/ William M. Cleary
Name: William M. Cleary
Title: SVP-CFO

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

By: /s/ Brendhan Hight
Name: Brendhan Hight
Title: President

Date: 5/1/09

YELLOWPAGES.COM LLC
d/b/a AT&T Interactive

By: /s/ William M. Cleary
Name: William M. Cleary
Title: SVP- CFO

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 granted 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 granted 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 granted 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 granted 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.

By: /s/ Brendhan Hight
Name: Brendhan Hight
Title: President

YELLOWPAGES.COM LLC
d/b/a AT&T Interactive

By: /s/ David Krantz
Name: David Krantz
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 granted 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 granted with respect to the omitted portions.

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;

(ii) 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

Exhibit 10.20

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 10.21

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

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 10.23

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.

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Execution Copy

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.

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 granted 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 granted 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 granted 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 granted 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 granted 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 granted 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 granted 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.	Yahoo! Inc.
By: /s/ Brendhan Hight	By: /s/ David Sullivan
Name: Bendhan Hight	Name: David Sullivan
Title: President	Title: Vice President, Bus. Dev.
Date: 5/24/10	Date: 5/24/10
MDNH International Ltd.	Yahoo! Sarl
By: /s/ Brendhan Hight	By: /s/ Jean Christophe Conti
Name: Bendhan Hight	Name: Jean Christophe Conti
Title: President	Title: VP Head of Partnerships EUROPE
Date: 5/24/10	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 granted 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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Resolution Media Terms and Conditions

TERMS AND CONDITIONS FOR PAY-FOR-CALL ADVERTISING FOR RESOLUTION MEDIA CLIENTS

DEFINITIONS

"**Ad**" means any advertisement provided by Agency on behalf of an Advertiser.

"**Advertiser**" means the advertiser for which Agency is the agent under an applicable IO.

"**Advertising Materials**" means artwork, copy, or active URLs for Ads.

"**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"**Agency**" means the advertising agency listed on the applicable IO.

"**CPA Deliverables"** means Deliverables sold on a cost per acquisition basis.

"**CPC Deliverables"** means Deliverables sold on a cost per click basis.

"**CPL Deliverables"** means Deliverables sold on a cost per lead basis.

"**CPM Deliverables"** means Deliverables sold on a cost per thousand impression basis.

"**Deliverable**" or "**Deliverables**" means the inventory delivered by Media Company (*e.g.*, impressions, clicks, or other desired actions).

"**IO**" means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.

"**Media Company**" means the publisher listed on the applicable IO.

"**Media Company Properties**" are websites specified on an IO that are owned, operated, or controlled by Media Company.

"**Network Properties**" means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

"**Policies**" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

"**Representative**" means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

"Site" or "**Sites**" means Media Company Properties and Network Properties.

"**Terms**" means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0.

"**Third Party**" means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

"**Third Party Ad Server**" means a Third Party that will serve and/or track Ads.

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

a. IO Details. From time to time, Marchex Sales, Inc. a Delaware corporation and wholly-owned subsidiary of Marchex, Inc. with its principal place of business at 4425 Spring Mountain Road, Suite 210, Las Vegas NV 89103 ("Media Company") and Agency may execute IOs that will be accepted as set forth in Section I(b). As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any Third Party Ad Server if applicable. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

b. Availability; Acceptance. Media Company will make commercially reasonable efforts to notify Agency within two (2) business days of receipt of an IO signed by Agency if the specified inventory is not available. Acceptance of the IO and these Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Media Company and Agency, or (ii) the display of the first Ad impression by Media Company, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Media Company and Agency.

c. Revisions. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

d. Advertiser shall be responsible for obtaining and maintaining any computer and phone equipment (and the like) and ancillary products (collectively, the "Equipment") needed to access and use the enhanced information and data services provided under this Agreement (collectively, the "Advertising Services"), which Advertising Services include, without limitation, the reporting and delivery of Advertiser's associated Performance Data and User Volunteered Data in various media (collectively, the "Data"). Advertiser shall also be responsible for maintaining appropriate security safeguards with respect to property for which it maintains ownership, control, use under license and/or access, including without limitation, its Equipment, its account, passwords and files, any Data acquired hereunder, any Confidential Information, access and all uses of the Advertising Services and Data through its account or its Equipment. Advertiser shall be solely responsible for its use of the Advertiser Data.

[***] 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.

Advertiser will not (and will not cause any third party to), directly or indirectly: reverse engineer, decompile or disassemble the Advertising Services or any software, documentation or data related to the Advertising Services (collectively, "Software"); modify or create derivative works based on the Advertising Services or any Software; or copy (except for archival purposes), lease, distribute or otherwise transfer rights to the Advertising Services or any Software; or remove any proprietary notices or labels. Advertiser may access Media Company websites solely to manage its account. Advertiser may not disseminate any information on the Media Company websites, nor, with the exception of those automated means expressly made available by Media Company (if any), use any automated means to access the Media Company websites, including without limitation, agents, scripts, robots, or spiders. Advertiser agrees not to interfere with the proper working of any Media Company website. The parties acknowledge and agree that Advertiser will be deemed responsible for each of its Affiliates, customers, subcontractors, licensees, representatives, and agents, and their respective compliance with the terms of this Agreement. Advertiser shall not have the right to re-assign the call-through telephone numbers provided by Media Company for the purposes of the Advertising Services (the "Media Company Numbers") or to use them other than as explicitly set out herein without the prior written consent of Media Company. All Media Company Numbers remain the property of Media Company, pursuant to agreements with its various telephone carriers and vendors, and are made available to Advertiser solely for use in accordance with the terms and conditions of this Agreement. The parties acknowledge and agree that Advertiser's use of any Media Company Numbers may be further limited by, among other factors, changes to telephone carrier terms, changes in carrier relationships, guidelines recommended by Federal, state or local regulators, or changes to applicable law and regulation from time to time.

e. Recording of calls under the Advertising Services ("Recorded Call Services) is part of an optional product feature. Advertiser may elect not to use such product feature in connection with the Advertising Services. To the extent that Advertiser elects to use such product feature, the terms of this subsection shall apply. Advertiser understands that when a person (the "Caller") calls a Media Company Number, such call may be recorded and, therefore, Advertiser or its contractors or agents, at the direction of Advertiser, shall advise all Callers to Media Company Numbers prior to any connection to Advertiser that each call is subject to recording and monitoring (the "Recorded Call Notice"). In connection therewith, Advertiser shall use all available product functionality or other available means to ensure that the call receives the appropriate Recorded Call Notice prior to connection with the Advertiser designated telephone number(s); will be automatically advised that each call is subject to recording and monitoring prior to the connection of the telephone call to the Advertiser through the Media Company Number (the "Recorded Call Message"). If Advertiser has opted to record calls hereunder ("Recorded Call Service"), Advertiser represents, warrants and agrees that in connection with its use of the Recorded Call Service, that Advertiser has reviewed the legality of recording, monitoring, storing, and divulging telephone calls, that Advertiser is permitted to engage in those activities, and that Advertiser shall use the Recorded Call Service in full compliance with all applicable laws and regulations. Advertiser represents and warrants that it has reviewed the proposed usage of the Media Company system with its legal counsel, and that Advertiser has established proper procedures to protect the privacy of, and otherwise comply with all applicable laws with respect to, Callers and the Call Receivers. In the event the Recorded Call Message requires a revision in order to comply with applicable law, then Advertiser shall promptly notify Media Company in writing of that fact, proposing the exact language that Advertiser requires to comply with the applicable laws. Advertiser must notify Media Company in the event it learns of a required revision to the Recorded Call Message. Advertiser agrees and acknowledges that Media Company accepts no responsibility for (1) the legality of recording, monitoring, storing and/or divulging telephone calls and (2) the legality of the language used in the Recorded Call Message. Advertiser agrees and acknowledges that applicable laws and regulations may require that Advertiser provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and/or other persons who receive telephone calls recorded by the Recorded Call Service (the "Call Receivers"). Advertiser agrees, acknowledges, represents and warrants that it will provide and/or obtain all notices, consents, and permission relating to Call Receivers, as required by applicable laws and regulations.

II. AD PLACEMENT AND POSITIONING

a. Compliance with IO. Media Company will comply with the IO, including all Ad placement restrictions, and, except as set forth in Section VI(c), will create a reasonably balanced delivery schedule. Media Company will provide, within the scope of the IO, an Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Agency in writing.

b. Changes to Site. Media Company will use commercially reasonable efforts to provide Agency at least 10 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Agency's and Advertiser's sole remedy for such change, Agency may cancel the remainder of the affected placement without penalty within the 10-day notice period. If Media Company has failed to provide such notification, Agency may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.

c. Technical Specifications. Media Company will submit or otherwise make electronically accessible to Agency final technical specifications within two (2) business days of the acceptance of an IO. Changes by Media Company to the specifications of already-purchased Ads after that two (2) business day period will allow Advertiser to suspend delivery of the affected Ad for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to (i) send revised Advertising Materials; (ii) request that Media

Company resize the Ad at Media Company's cost, and with final creative approval of Agency, within a reasonable time period to fulfill the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the affected placement without penalty.

d. Editorial Adjacencies. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO ("**Editorial Adjacency Guidelines**"). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, Media Company and Agency agree that Media Company's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with guidelines substantially similar to Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Agency with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's sole and exclusive remedy is to request in writing that Media Company remove the Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Agency and Media Company will negotiate an alternate solution. After Agency notifies Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, Agency and Media Company will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, Agency and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Agency or Advertiser is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

For any page on the Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's and Agency's sole remedy for Media Company's breach of such obligation will be to submit written complaints to Media Company, which will review such complaints and remove user-generated content that Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use.

III. PAYMENT AND PAYMENT LIABILITY

a. Invoices. The initial invoice will be sent by Media Company upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to Agency's billing address as set forth on the IO and will include information reasonably specified by Agency, such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables. Media Company acknowledges that failure by Media Company to send an invoice within such period may cause Agency to be contractually unable to collect payment from the Advertiser. If Media Company sends the invoice after the 90-day period and the Agency either has not received the applicable funds from the Advertiser or does not have the Advertiser's consent to dispense such funds, Agency will use commercially reasonable efforts to assist Media Company in collecting payment from the Advertiser or obtaining Advertiser's consent to dispense funds.

Upon request from the Agency, Media Company should provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these Terms, subject to the notice and cure provisions of Section IV. Media Company should invoice Agency for the services provided on a calendar-month basis with the net cost (*i.e.*, the cost after subtracting Agency commission, if any) based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.

b. Payment Date. Agency will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO. Media Company may notify Agency that it has not received payment in such 30-day period and whether it intends to seek payment directly from Advertiser pursuant to Section III(c), below, and Media Company may do so five (5) business days after providing such notice.

c. Payment Liability. Unless otherwise set forth by Agency on the IO, Media Company agrees to hold Agency liable for payments solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with the IO. For sums not cleared to Agency, Media Company agrees to hold Advertiser solely liable. Media Company understands that Advertiser is Agency's disclosed principal and Agency, as agent, has no obligations relating to such payments, either joint or several, except as specifically set forth in this Section III(c) and Section X(c).

Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis.

Agency's credit is established on a client-by-client basis.

If Advertiser proceeds have not cleared for the IO, other advertisers from Agency will not be prohibited from advertising on the Site due to such non-clearance if such other advertisers' credit is not in question.

Upon request, Agency will make available to Media Company written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms. In addition, upon the request of Media Company, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO.

If Advertiser's or Agency's credit is or becomes impaired, Media Company may require payment in advance.

IV. REPORTING

a. Confirmation of Campaign Initiation. Media Company will, within two (2) business days of the start date on the IO, provide confirmation to Agency, either electronically or in writing, stating whether the components of the IO have begun delivery.

b. Media Company Reporting. If Media Company is serving the campaign, Media Company will make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend/cost, and other variables as may be defined on the IO (*e.g.*, keywords).

Once Media Company has provided the online or electronic report, it agrees that Agency and Advertiser are entitled to reasonably rely on it, subject to provision of Media Company's invoice for such period.

c. Makegoods for Reporting Failure. If Media Company fails to deliver an accurate and complete report by the time specified, Agency may initiate makegood discussions pursuant to Section VI, below.

If Agency informs Media Company that Media Company has delivered an incomplete or inaccurate report, or no report at all, Media Company will cure such failure within five (5) business days of receipt of such notice. Failure to cure may result in nonpayment for all activity for which data is incomplete or missing until Media Company delivers reasonable evidence of performance; such report will be delivered within 30 days of Media Company's knowledge of such failure or, absent such knowledge, within 180 days of delivery of all Deliverables.

d. Notwithstanding anything to the contrary herein or contained in any separate writing, Advertiser acknowledges and agrees that Media Company is solely responsible for tracking and calculating the performance, delivery, and other metrics in connection with the advertising service delivered hereunder, including without limitation, all billable telephone calls (the "Calls"). *** Notwithstanding the foregoing, the traffic measurements and data of Media Company shall be determinative of the payment obligations hereunder.

V. CANCELLATION AND TERMINATION

a. Without Cause. Unless designated on the IO as non-cancelable, Advertiser may cancel the entire IO, or any portion thereof, as follows:

i. With 14 days' prior written notice to Media Company, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables. For clarity and by way of example, if Advertiser cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Advertiser will only be responsible for the first six (6) days of those Deliverables.

ii. With seven (7) days' prior written notice to Media Company, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, CPA Deliverables, or cost-per-Call Deliverables, as well as some non-guaranteed CPM Deliverables.

iii. With 30 days' prior written notice to Media Company, without penalty, for any flat fee-based or fixed-placement Deliverable, including, but not limited to, roadblocks, time-based or share-of-voice buys, and some types of cancelable sponsorships.

iv. Advertiser will remain liable to Media Company for amounts due for any custom content or development ("**Custom Material**") provided to Advertiser or completed by Media Company or its third-party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of Custom Material, Media Company will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Material within 30 days from receiving an invoice therefore.

b. For Cause. Either Media Company or Agency may terminate an IO at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Agency or Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Agency or Advertiser) and receives timely notice of each such breach, even if Agency or Advertiser cures such breaches, then Media Company may terminate the IO or placements associated with such breach upon written notice. If Agency or Advertiser does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by Media Company to Agency, then Media Company may terminate the IO and/or placements associated with such breach upon written notice. Upon any termination, unless otherwise limited or restricted by applicable law or regulation, Media Company may maintain archived Advertiser Data (as defined in Section XIV(h) below) for at least *** following termination of the Agreement, and, upon written request by Advertiser, will deliver such archived Advertiser Data to Advertiser in a mutually agreed upon format (at Advertiser's expense). Media Company may delete Advertiser Data or recorded calls in accordance with its then-effective storage protocols.

c. Short Rates. Short rates will apply to canceled buys to the degree stated on the IO.

VI. MAKEGOODS

Unguaranteed Deliverables. The predictability, forecasting, and conversions for, CPC Deliverables, CPL Deliverables, CPA Deliverables, or cost-per-Call Deliverables, may vary and guaranteed delivery, even delivery, and makegoods are not available.

VII. BONUS IMPRESSIONS

a. With Third Party Ad Server. Where Agency uses a Third Party Ad Server, Media Company will not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of Agency. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. Agency will not be charged by Media Company for any additional Deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and Agency notifies Media Company that the guaranteed or capped levels stated on the IO have been reached, Media Company will use commercially reasonable efforts to suspend delivery and, within 48 hours of receiving such notice, Media Company may either (i) serve any additional Ads itself or (ii) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (A) after such notice has been provided, and (B) to the extent such charges are associated with overdelivery by more than 10% above such guaranteed or capped levels.

b. No Third Party Ad Server. Where Agency does not use a Third Party Ad Server, Media Company may bonus as many ad units as Media Company chooses unless otherwise indicated on the IO. Agency will not be charged by Media Company for any additional Deliverables above any level guaranteed on the IO.

VIII. FORCE MAJEURE

a. Generally. Excluding payment obligations, neither Agency nor Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("**Force Majeure event**"). If Media Company suffers such a delay or default, Media Company will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Agency, Media Company will allow Agency a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Agency will have the benefit of the same discounts that would have been earned had there been no default or delay.

b. Related to Payment. If Agency's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Agency's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Agency will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Agency from any of its obligations as to the amount of money that would have been due and paid without such condition.

c. Cancellation. If a Force Majeure event has continued for five (5) business days, Media Company and/or Agency has the right to cancel the remainder of the IO without penalty.

IX. AD MATERIALS

a. Submission. Agency will submit Advertising Materials pursuant to Section II(c) in accordance with Media Company's then-existing Policies. Media Company's sole remedies for a breach of this provision are set forth in Section V(c), above, Sections IX (c) and (d), below, and Sections X (b) and (c), below.

b. Late Creative. If Advertising Materials are not received by the IO start date, Media Company will begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, Media Company is not required to guarantee full delivery of the IO. Media Company and Agency will negotiate a resolution if Media Company has received all required Advertising Materials in accordance with Section IX(a) but fails to commence a campaign on the IO start date.

c. Compliance. Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (*e.g.* pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency.

d. Damaged Creative. If Advertising Materials provided by Agency are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Agency within two (2) business days of its receipt of such Advertising Materials.

e. No Modification. Media Company will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Agency's approval. Media Company will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.

f. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.

g. Trademark Usage. Media Company, on the one hand, and Agency and Advertiser, on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.

h. The Advertising Services include the display and publication of Advertising Materials together with the applicable Media Company Numbers on Media Company-designated online or offline media, which may be developed or customized for Advertiser (such as proxy web sites and business profile pages hosted on Advertiser-approved vanity URLs registered by Media Company, among others), Media Company-owned or operated media (such as business information and local search Web sites, among others) or websites or other media including without limitation mobile-based and print media owned or operated by Media Company's distribution partners and affiliates through which Media Company makes the Advertising Services available (each third party distribution partner or affiliate being referred to herein as "Distribution Partner") (collectively, "Media Company Network"). The Advertising Materials may be placed or delivered on any Web site or other media throughout the Media Company Network provided that Agency and/or the Advertiser has previously authorized such placements in writing (email sufficing). Media Company cannot guarantee inclusion within the published results of any particular Distribution Partner. Agency and Advertiser acknowledge and agree that Distribution Partners as well as Media Company suppliers and other third party technology partners including but not limited to Skype are third party beneficiaries to this Agreement.

X. INDEMNIFICATION

a. By Media Company. Media Company will defend, indemnify, and hold harmless Agency, Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, judgment, or proceeding (collectively, "**Claims**") brought by a Third Party and resulting from (i) Media Company's alleged breach of Section XII or of Media Company's representations and warranties in Section XIV(a), (ii) Media Company's display or delivery of any Ad in breach of Section II(a) or Section IX(e), or (iii) Advertising Materials provided by Media Company for an Ad (and not by Agency, Advertiser, and/or each of its Affiliates and/or Representatives) ("**Media Company Advertising Materials**") that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Media Company's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser, Agency, and/or each of its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Media Company's serving such Ad in breach of such targeting. . The foregoing indemnification does not cover Advertiser's use of Recorded Call Services for which Advertiser is solely responsible.

b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Media Company, each of its Affiliates and Representatives, and its third party technology partners including but not limited to Skype from Losses resulting from any Claims brought by a Third Party resulting from (i) Advertiser's alleged breach of Section XII or of Advertiser's representations and warranties in Section XIV(a), (ii) Advertiser's violation of Policies (to the extent the terms of such Policies have been provided (*e.g.*, by making such Policies available by providing a URL) via email or other affirmative means, to Agency or Advertiser at least 14 days prior to the violation giving rise to the Claim), (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO; or any Advertiser use of Recorded Call Services in violation of the applicable terms and conditions.

c. By Agency. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each IO, and that all of Agency's actions related to these Terms and each IO will be within the scope of such Agency. Agency will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (i) Agency's alleged breach of the foregoing sentence, or (ii) Claims brought by a Third Party alleging that Agency has breached its express, Agency-specific obligations under Section XII.

d. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

XI. LIMITATION OF LIABILITY

Except as expressly provided in this Agreement, Media Company makes no representation with respect to Advertiser's use of the Recorded Call Message functionality, any call recording, or Advertiser use of consumer information that may be provided by Media Company. Except as expressly provided in this Agreement, Media Company has not made any

promise, affirmation of fact, or provided any description or sample pertaining to the quality, specifications, or performance of the Advertising Services. Therefore, to the fullest extent permitted by law, except as expressly provided in this Agreement, MEDIA COMPANY AND ITS THIRD PARTY VENDORS AND TECHNOLOGY PARTNERS INCLUDING BUT NOT LIMITED TO SKYPE DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION: AGAINST INFRINGEMENT; SATISFACTORY QUALITY; MERCHANTABILITY; AND FITNESS FOR A PARTICULAR PURPOSE. MEDIA COMPANY MAY IN ITS SOLE DISCRETION REMOVE ANY DATA FROM ITS SERVERS AT ANY TIME FOR ANY REASON. Media Company also disclaims any warranty arising by usage of trade, course of dealing, or course of performance. Furthermore, except as expressly provided in this Agreement, Company disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) costs per advertising activity; (ii) advertising activity rates or volume of Calls; (iii) availability and delivery of Ads; (iv) conversions or other results for any Ads; (v) the availability, accuracy, security, usefulness, interoperability or content of any data provided or acquired hereunder, including without limitation third party data, Distribution Partner data and consumer data; and (vi) the placement of Ads within the Media Company Network. Excluding the parties obligations under Section X damages that result from a breach of Section XII, or intentional misconduct by Agency, Advertiser, or Media Company, in no event will Media Company and its suppliers and its third party technology partners including but not limited to Skype on the one hand or Agency or Advertiser on the other hand be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

XII. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS

a. Definitions and Obligations. "**Confidential Information**" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than as provided for on the IO.

b. Exceptions. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

c. Additional Definitions. As used herein the following terms shall have the following definitions:

i "**User Volunteered Data**" is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

ii. "**IO Details**" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

iii. "**Performance Data**" is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (*e.g.*, number of impressions, interactions, and header information), but excluding Site Data or IO Details.

iv. "**Site Data**" is any data that is (A) preexisting Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; or (C) entered by users on any Media Company Site other than User Volunteered Data.

v. "**Collected Data**" consists of IO Details, Performance Data, and Site Data.

vi. "**Repurposing**" means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.

vii. "**Aggregated**" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.

d. Use of Collected Data.

i. Unless otherwise authorized by Media Company, Advertiser will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII(d)(iii).

[***] 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.

ii. Unless otherwise authorized by Agency or Advertiser, Media Company will not: (A) use or disclose IO Details of Advertiser, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the IO. For purposes of this Agreement "Personal Information" shall mean personally identifiable or other personal records or information. Without limiting any other provision of this Agreement, each party shall retain all right, title and interest in and to its Confidential Information, including all intellectual property rights inherent therein or appurtenant thereto. For the avoidance of doubt, the parties acknowledge and agree that Confidential Information includes User Volunteered Data, including, without limitation, call-related, caller related and call-receiver related Personal Information, that may be included in the Data processed under this Agreement that each of the parties shall treat such Confidential Information in accordance with the terms of this Section, in addition to, without limiting, the requirements that each of the parties has with respect to the Data generally under this Agreement and applicable law.

iii. Advertiser, Agency, and Media Company (each a "**Transferring Party**") will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.

e. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.

f. Privacy Policies. Agency, Advertiser, and Media Company will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Media Company, on the one hand, or Agency or Advertiser, on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.

g. Compliance with Law. Agency, Advertiser, and Media Company will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.

h. Agency Use of Data. Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in Section XII(d)(i) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.

i. Advertiser may not remove or export from Advertiser's jurisdiction or allow the export or re-export of the Advertising Services or anything related thereto in violation of any applicable export control or similar restrictions, laws or regulations. Company is not a telephone company. Media Company purchases telecommunications services and uses such services to provide enhanced service products to Advertiser. If at any time Media Company's right to allocate Media Company Numbers or otherwise provide the Advertising Services to Advertiser is impaired or regulated by any governmental or quasi-governmental entity, including, without limitation, the U.S. Federal Trade Commission, the U.S. Federal Communications Commission or any state public utility commission, Media Company shall have the right to terminate, suspend or amend this Agreement automatically upon written notice and Media Company shall have no liability or obligation to Advertiser of any kind arising out of such a termination, suspension or change in Advertising Services, as the case may be.

XIII. THIRD PARTY AD SERVERS (Applicable if 3rd Party Server Is Used)

Not applicable

XIV. MISCELLANEOUS

a. Necessary Rights. Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, including any applicable Policies.

b. Assignment. Neither Agency nor Advertiser may resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.

d. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of the State of New York. Media Company and Agency (on behalf of itself and Advertiser) agree that any claims, legal proceedings, or

litigation arising in connection with the IO (including these Terms) will be brought solely in New York, and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

e. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Media Company and Agency will be sent to the contact as noted on the IO with a copy to the Legal Department. All notices to Advertiser will be sent to the address specified on the IO.

f. Survival. Sections III, VI, X, XI, XII, and XIV will survive termination or expiration of these Terms, and Section IV will survive for 30 days after the termination or expiration of these Terms. In addition, each party will promptly return or destroy the other party's Confidential Information upon written request and remove Advertising Materials and Ad tags upon termination of these Terms.

g. Headings. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.

h. This Agreement is not intended to, and shall not affect, ownership by either party of, or rights of either party in, any of its intellectual property rights, content, products and services, and nothing set forth in this Agreement shall be construed as the assignment or transfer of any ownership rights in any of the foregoing from one party to the other. Any Collected Data collected or created hereunder during the Term and through Advertiser's account, that is specific to Advertiser is the intellectual property of Advertiser (collectively, the "Advertiser Data") . Neither party's performance according to the terms and conditions of this Agreement will in any way broaden the intellectual property rights of the other party. Both parties reserve all rights not expressly granted.

Resolution Media Inc.

Signature /s/

Marchex Sales, Inc.

Signature */s/ Brendhan Hight*
Brendhan Hight, President

Date 9/7/10

[***] 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.

Call Marketplace Insertion Order

Advertiser/Agency Information

Advertiser/Agency Name:	**Resolution Media**
Address:	**225 N Michigan Ave, Suite 820, Chicago, IL 60601**
Contact Name/Phone Number:	*******
Contact Email:	*******
Campaign Name:	**State Farm – Auto**

Campaign Summary

Advertising Description:	**Call Marketplace campaign on behalf of State Farm**
Ad Type:	*Voice, Voice Cat*
Start/End Dates:	**Start Date: January 1, 2016 End Date: December 31, 2016**

Volume:

Estimated Call Volume	**Total Budget**
*******	*******

Pricing: ***

Additional Terms:

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

Payment Terms

Method/Plan: ☐ Credit Card ☒ Invoice ☐ Pre-pay

Agreement

This Advertiser/Agency Insertion Order ("IO"), together with the **Terms and Conditions For Pay-For-Call Advertising For Resolution Media Clients dated September 7, 2010 entered into by and between Agency and Company (the "Terms"), which are incorporated herein by reference**, constitute a separate and legally binding and enforceable Advertising Services agreement ("Agreement") between Marchex Sales, LLC, (f/k/a Marchex Sales, Inc.) a wholly-owned subsidiary of Marchex, Inc. with its principal place of business at 6700 Via Austi Parkway, Suite D, Las Vegas NV 89119 ("Company") and the Advertiser or Agency set forth above. This Agreement supplements and does not replace any other existing advertiser campaign between the parties. By executing this Agreement, Advertiser or Agency affirms that it fully understands and accepts all applicable terms, policies and conditions of this Agreement and enters into this Agreement with Company.

Agreed and accepted on: 12/22/2015

Authorized Representative for Marchex Sales, LLC:		**Authorized Representative for Advertiser/Agency:**	
By (*Signature*):	**/s/ Brendan Hight**	**By: (*Signature*):**	**/s/ Kate Edelson**
Name:	**Brendan Hight**	**Name:**	**Kate Edelson**
Title:	**Director**	**Title:**	**Associate BPM**

[***] 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.

Insertion Order Amendment No. 1

Advertiser/Agency Information

Advertiser/Agency Name:	**Resolution Media**
Address:	**225 N Michigan Ave, Suite 820, Chicago, IL 60601**
Contact Name/Phone Number:	*******
Email:	*******
Campaign Name:	**State Farm – Auto**

Campaign Summary

Insertion Order subject to this Amendment:	Insertion Order dated December 22, 2015 entered into by and between Marchex Sales, LLC. (f/k/a Marchex Sales, Inc.) ("Company") and the Advertiser or Agency set forth above.
Amended Terms:	***The Volume field on the Insertion Order is hereby deleted and replaced with the following:***

Estimated Call Volume	**Total Budget**
*******	*******

Amendment

Advertiser agrees to pay Company for all calls delivered based on the amended terms of the Campaign Summary set forth herein ("Amendment"). This Amendment incorporates the terms of the Insertion Order referred to herein, except to the limited extent that such terms were expressly modified by the change in Campaign Summary. Other than the specific terms and conditions expressly referenced above, this Amendment shall not be construed to modify any term or condition of the Insertion Order, which will otherwise remain unchanged and in full force and effect.

Authorization

By delivering this Amendment, Advertiser or Agency hereby acknowledges and agrees to abide by the terms of the current Insertion Order except as expressly amended hereby, with the full understanding and acceptance of all terms, policies and conditions referenced thereon.

Agreed and accepted this 20th day of January, 2016:

Authorized Representative for Marchex Sales, LLC:		**Authorized Representative for Advertiser/Agency:**	
By (*Signature*):	**/s/ Brendhan Hight**	**By: (*Signature*):**	**/s/ Kate Edelson**
Name:	**Brendhan Hight**	**Name:**	**Kate Edelson**
Title:	**Director**	**Title:**	**ABPM**

[***] 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 10.48

Call Marketplace Insertion Order

Advertiser/Agency Information

Advertiser/Agency Name:	**Resolution Media**
Address:	**225 N Michigan Ave, Suite 820, Chicago, IL 60601**
Contact Name/Phone Number:	*******
Contact Email:	*******
Campaign Name:	**State Farm – Life**

Campaign Summary

Advertising Description:	**Call Marketplace campaign**
Ad Type:	*Voice, Voice Cat*
Start/End Dates:	**Start Date: January 1, 2016 End Date: December 31, 2016**

Volume:

Estimated Call Volume	Total Budget
*******	*******

Pricing: ***

Additional Terms:

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

Payment Terms

Method/Plan: ☐ Credit Card ☒ Invoice ☐ Pre-pay

Agreement

This Advertiser/Agency Insertion Order ("IO"), together with the **Terms and Conditions For Pay-For-Call Advertising For Resolution Media Clients dated September 7, 2010 entered into by and between Agency and Company (the "Terms"), which are incorporated herein by reference**, constitute a separate and legally binding and enforceable Advertising Services agreement ("Agreement") between Marchex Sales, LLC, (f/k/a Marchex Sales, Inc.) a wholly-owned subsidiary of Marchex, Inc. with its principal place of business at 6700 Via Austi Parkway, Suite D, Las Vegas NV 89119 ("Company") and the Advertiser or Agency set forth above. This Agreement supplements and does not replace any other existing advertiser campaign between the parties. By executing this Agreement, Advertiser or Agency affirms that it fully understands and accepts all applicable terms, policies and conditions of this Agreement and enters into this Agreement with Company.

Agreed and accepted on 12/24/2015

Authorized Representative for Marchex Sales, LLC:		**Authorized Representative for Advertiser/Agency:**	
By (*Signature*):	**/s/ Brendhan Hight**	**By: (*Signature*):**	**/s/ Kate Edelson**
Name:	**Brendhan Hight**	**Name:**	**Kate Edelson**
Title:	**Director**	**Title:**	**Associate BPM**

[***] 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 10.49

Insertion Order Amendment No. 1

Advertiser/Agency Information

Advertiser/Agency Name:	**Resolution Media**
Address:	**225 N Michigan Ave, Suite 820, Chicago, IL 60601**
Contact Name/Phone Number:	*******
Email:	*******
Campaign Name:	**State Farm – Life**

Campaign Summary

Insertion Order subject to this Amendment:	Insertion Order dated December 24, 2015 entered into by and between Marchex Sales, LLC. (f/k/a Marchex Sales, Inc.) ("Company") and the Advertiser or Agency set forth above.
Amended Terms:	***The Volume field on the Insertion Order is hereby deleted and replaced with the following:***

Estimated Call Volume	**Total Budget**
*******	*******

Amendment

Advertiser agrees to pay Company for all calls delivered based on the amended terms of the Campaign Summary set forth herein ("Amendment"). This Amendment incorporates the terms of the Insertion Order referred to herein, except to the limited extent that such terms were expressly modified by the change in Campaign Summary. Other than the specific terms and conditions expressly referenced above, this Amendment shall not be construed to modify any term or condition of the Insertion Order, which will otherwise remain unchanged and in full force and effect.

Authorization

By delivering this Amendment, Advertiser or Agency hereby acknowledges and agrees to abide by the terms of the current Insertion Order except as expressly amended hereby, with the full understanding and acceptance of all terms, policies and conditions referenced thereon.

Agreed and accepted this 20th day of January, 2016:

Authorized Representative for Marchex Sales, LLC:		**Authorized Representative for Advertiser/Agency:**	
By (*Signature*):	**/s/ Brendhan Hight**	**By: (*Signature*):**	**/s/ Kate Edelson**
Name:	**Brendhan Hight**	**Name:**	**Kate Edelson**
Title:	**Director**	**Title:**	**ABPM**

[***] 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 21.1

List of Subsidiaries of the Registrant

	Name	Jurisdiction
1.	MarchexPaymaster, LLC	Delaware
2.	goClick.com,Inc.	Delaware
3.	Marchex,LLC	Delaware
4.	MarchexSales, LLC	Delaware
5.	MarchexCAH, Inc.	Delaware
6.	MarchexCA Corporation	Nova Scotia
7.	MarchexInternational, Ltd.	Ireland
8.	MarchexVoice Services, Inc.	Pennsylvania
9.	MarchexEurope Limited	United Kingdom
10.	JingleNetworks, Inc.	Delaware
11.	Archeo,Inc.	Delaware
12.	MarchexAustralia Pty Ltd	Australia

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Marchex, Inc.:

We consent to the incorporation by reference in the registration statements on Form S-8 (Nos. 333-202868, 333-194509, 333-194508, 333-187469, 333-116867, 333-123753, 333-132957, 333-141797, 333-149790, 333-158394, 333-165536, 333-172967, 333-180212 and 333-181327) of Marchex, Inc. of our reports dated March 7, 2016, with respect to the consolidated balance sheets of Marchex, Inc. as of December 31, 2014 and 2015, and the related consolidated statements of operations, stockholders' equity, and cash flows, for each of the years in the three-year period ended December 31, 2015, and the effectiveness of internal control over financial reporting as of December 31, 2015, which reports appear in the December 31, 2015 annual report on Form 10-K of Marchex, Inc.

/s/ KPMG LLP

Seattle, Washington
March 7, 2016

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, Peter Christothoulou, certify that:

1. I have reviewed this Annual Report on Form 10-K 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 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: March 7, 2016

/S/ PETER CHRISTOTHOULOU

Peter Christothoulou
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 Annual Report on Form 10-K 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 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: March 7, 2016

/S/ MICHAEL A. ARENDS

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

Exhibit 32

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Marchex, Inc. (the "Company") for the year ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Peter Christothoulou, as Chief Executive Officer of the Company, and Michael A. Arends, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, to the best of his knowledge, respectively, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 7, 2016

By: /S/ PETER CHRISTOTHOULOU
Name: Peter Christothoulou
Title: Chief Executive Officer
(Principal Executive Officer)

Dated: March 7, 2016

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