

ANGIE'S LIST



ADVERTISING AND DEALS AGREEMENT

Below sets forth the terms and conditions that govern the relationship: (1) between Angie's List and Service Providers who advertise coupons to Angie's List members who search for contractors on Angie's List ("Advertising Program"); and/or (2) between Angie's List and Service Providers who offer deals or other promotions to Angie's List members or other non-member visitors to the Angie's List platform (collectively, "Consumers") on Angie's List's deals platform ("Deals Program"). This Agreement becomes effective when Angie's List approves the Service Provider's advertising selections and activates the Agreement (not when Service Provider submits its advertising selections).

1. **ADVERTISING AND DEALS PROGRAMS:** By participating in the Advertising Program and/or Deals Program, Service Provider authorizes Angie's List to offer, publish, distribute, and disseminate to Consumers in designated areas ("Service Areas") the services and/or products offered by Service Providers in designated home services categories ("Categories"). In the Advertising Program, these services and/or products shall be presented to members in the form of coupons that offer discounts when redeemed directly with Service Providers ("Coupons"). In the Deals Program, these services and/or products shall be presented to Consumers as prepackaged deals that can be claimed by the Consumers on the Angie's List platform and honored by the Service Provider ("Deals"). With respect to each Coupon or Deal, Service Provider is the seller of the goods and/or services. A Service Provider must participate in the Advertising Program in order to participate in the Deals Program.
 - a. **Placement Above Non-Advertisers.** When Consumers perform searches in certain Service Areas and Categories, the profiles of Service Providers who participate in the Advertising Program for those particular Service Areas and Categories shall be sorted above the profiles of Service Providers who do not participate in the Advertising Program.
 - b. **Placement Among Other Advertisers.** Among Service Providers who participate in the Advertising Program, Angie's List may change the way search results work, add additional elements to the search experience, place different types of products within the search results (e.g., banners, deals, etc.)

modify the search algorithm, etc. We may also include different information in profiles and change the way profiles appear. We may change the user experience and how they get to search results without notice.

2. ELIGIBILITY: Service Provider agrees that it must meet or exceed Angie's List's qualifications in order to participate in the Advertising Program and Deals Program, as applicable. Specifically, Service Provider agrees that it must:
 - a. Maintain a Total Overall Grade of A or B, if the Service Provider has any ratings.
 - b. Not have a Current Grade of C or lower in the category in which the advertisement is active. The Current period is presently defined as the most recent 3 years. Angie's List reserves the right to modify the definition of the Current period.
 - c. Timely pay all invoices for Angie's List services (i.e. no "past-due" balances).
 - d. Maintain all applicable state or local licensure for all services provided.
 - e. Pass the applicable Angie's List criminal background screening.
 - f. To be eligible for the Deals Program, concurrently participate in the Advertising Program and spend at least \$3,500 on its own behalf, or on behalf of its members vendors, customers, etc., during a twelve-month period for advertising described herein.
 - g. Meet any other requirements Angie's List determines are necessary for participation in the Advertising and/or Deals Program.

If, during the Term of the Agreement, Service Provider ceases meeting any of these eligibility criteria and does not promptly cure such defect, Angie's List shall terminate the Agreement.

1. PUBLICATION AND ACTIVATION OF COUPON OR DEAL:
 - a. Coupons. When Service Provider participates in the Advertising Program, the Coupon shall be made visible to members who search in the Service Areas designated by Service Provider and using the Categories designated by Service Provider. A member may present the Coupon directly to Service Provider. Angie's List shall function only as the platform upon which Service Providers may offer Coupons to members. Angie's List does not participate in any transaction between the Consumer and the Service Provider, including but not limited to contracting and payment for any services provided.

- b. Deals. When Service Provider participates in the Deals Program, the Deal(s) shall be published on the Angie's List website on the Service Provider's Profile Page, upon Service Provider's activation of such Deal on the Angie's List platform. Angie's List may place an icon on the Service Provider's Profile Page signifying each Deal. A Consumer may claim the Deal by clicking on the icon and completing the transaction directly with the Service Provider. Angie's List reserves the right to, in its sole discretion, promote a Deal to its Consumers via other means, including without limitation, targeted emails, Angie's List's website, third-party website, and social networking websites. Angie's List shall function only as the platform upon which Service Providers may list Deals to Consumers. Angie's List does not participate in any transaction between the Consumer and the Service Provider, including but not limited to contracting and payment for any services provided.
- c. Tracking Phone Numbers. Service Provider agrees that, in order to better track the amount of business directed to Service Provider by Angie's List, Angie's List may display a phone number on Service Provider's profile that is different than Service Provider's normal phone number. This tracking number will forward directly to the phone number Service Provider provided Angie's List.

2. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES: Service Provider represents and warrants to Angie's List that (a) Service Provider has all requisite power and authority to enter into this Agreement and to sell the goods or provide the services which are the subject of the Coupon or Deal; (b) Service Provider is legally and properly licensed to and possesses all requisite licenses and permits to provide the services in the geographic areas in which Service Provider is providing the Coupon or Deal; (c) the Retail Rate as set forth in the terms of the Coupon or Deal for the services or goods offered in connection with such Coupon or Deal is accurate and correct in all respects as of the date the Coupon or Deal is offered to the Consumers; (d) Service Provider is registered for sales, use, and other tax collection purposes in all states which Service Provider's goods and services will be provided under the terms of the Coupon or Deal; (e) any and all discounts and services or products presented through the Coupon or Deal comply with all applicable federal, state and local laws, rules, regulations and orders; and (f) the Marks (as defined below) do not violate or infringe any copyright, trademark or other intellectual property rights of any other person.

3. COMPLIANCE WITH GIFT CARD LAWS IN DEALS PROGRAM: In addition to, and not by

way of limitation of, anything else contained herein, Service Provider specifically represents and warrants to Angie's List, and intends that Angie's List rely, that the Deal, the terms of the Deal, and Service Provider's sale of goods or provision of services (or both), if applicable, and will comply in all respects with any and all applicable laws governing (a) gift cards, payment cards, pre-paid cards and stored value cards, (b) abandoned property and the treatment, disposition and reclamation thereof, and (c) the imposition of expiration dates, service charges, dormancy fees or other terms and conditions applicable to the Deal, and any and all other laws having similar effect or importance, including, without limitation, the Credit Card Accountability Responsibility and Disclosure Act of 2009. Service Provider will permit the Consumer to redeem the Deal with Service Provide for the applicable term specified under applicable state or federal laws.

4. SERVICE PROVIDER'S OBLIGATIONS:

- a. Use your best efforts to provide the best quality services or goods.
- b. Notify Angie's List promptly in the event you cease to do business or change your name or location.
- c. Provide Angie's List with your trademark, logo, and other information (collectively, the " Marks") necessary to be used to create, distribute, and disseminate the promotion for the Coupon or Deal to Consumers, and grant Angie's List a limited, non-exclusive right and license to use, reproduce, transmit and distribute creative materials and the trademark and/or logo you supply in connection with the Coupons or Deals, in any and all media or formats in which such Coupons or Deals are marketed, promoted, transmitted, sold or distributed including but not limited to, on the Website.
- d. Pay any and all state sales, use, or other tax due or imposed by any governmental authority with respect to the sale or redemption of the Coupon or Deal.
- e. For the Advertising Program, provide a valid coupon, approved by Angie's List.
- f. Agree to honor the Coupon or Deal claimed by any Consumer during all business hours and as required by applicable law.
- g. For the Deals Program, schedule the work described by a Deal according to your availability.

h. For the Deals Program, return/answer Consumer communication through Angie's List Message Center within two (2) business days from the first notification that an offer has been claimed.

5. **BACKGROUND CHECK AUTHORIZATION:** You hereby that you are the owner or relevant manager of the company you represent and authorize Angie's List to provide your home mailing address, social security number, date of birth ("Personal Information") and any other information you provide to us to a third-party information collection service entity selected by Angie's List, at any time while you are participating in the Advertising Program and/or Deals Program, to verify, obtain copies of records, and gather any information pertaining to your criminal record, as well as financial screening (including but not limited to searches for bankruptcies, liens and civil judgments) for the purpose of Angie's List's evaluating its desire to enter into or continue a contractual business arrangement with you. Angie's List will not share this Personal Information with any other third parties not designated for this purpose.
6. **AUDITING AND ACCOUNTABILITY:** Service Provider acknowledges and agrees that Angie's List may audit the Service Provider's participation in Angie's List Advertising Program or Deals Program. As part of the audit process, an Angie's List representative may, without notice to Service Provider, engage with Service Provider as a Customer seeking to claim a Coupon or Deal without disclosing that he or she is an Angie's List Representative. If Service Provider fails to meet any of the obligations set forth under Section 5, during an audit or otherwise, Angie's List reserves the right to take the following actions: (a) after the first discovered failure, Angie's List may issue Service Provider a warning via a phone call or electronic mail; (b) after the second discovered failure, Angie's List may, with written notice via electronic email to Service Provider, suspend Service Provider from participating in the Advertising Program and/or Deals Program for ninety (90) days to one (1) year, in Angie's List's sole discretion, from the date on which notice is given; and (c) after the third discovered failure, Angie's List may, with written notice via electronic email to Service Provider, permanently suspend Service Provider from participating in the Advertising Program and/or Deals Program. During any suspension period, Service Provider agrees to continue honoring all Deals that were claimed prior to the suspension. If Service Provider fails to honor any Deals, it will be permanently prohibited from participating in the Advertising Program and Deals Program. Notwithstanding the foregoing, Angie's List reserves the right to, with or without cause and without notice, terminate Service Provider's participation in the Advertising Program and/or Deals Program indefinitely.

7. TERM, FEES, AND TERMINATION:

- a. Initial Term. The initial term of this Agreement shall be the longer of one (1) year following the Effective Date or, if Service Provider is participating in the Deals Program, the last date a Consumer redeems his or her Deal with Service Provider ("Initial Term").
- b. Renewal Terms and Pricing. On each anniversary of the Effective Date, the Agreement shall automatically renew for an additional one (1) year term ("Renewal Terms"). Service Provider also agrees that, at the beginning of a Renewal Term, Angie's List may increase the price of any Item or all Items up to 10% more than the price Service provider paid during the previous 12-month term for such Item(s). Service Provider may prevent the Agreement from automatically renewing by providing written notice to Angie's List at least 30 days before the beginning of a new Renewal Term.
- c. Angie's List Termination. Angie's List may terminate this Agreement at any time and for any reason. Additionally, this Agreement shall automatically terminate if Service Provider fails to continue meeting any of the eligibility requirements set forth under Section 1.
- d. Early Termination Fee. If Service Provider cancels the contract and such cancellation is effective prior to the end of the Initial Term or any Renewal Term, Service Provider agrees to pay an early termination fee of 35% of the unused value of the total contract for that Term.
- e. Late and Collection Fees. Late payments may be assessed a monthly late fee of 1.5%, or the maximum allowed by law, of the past due balance. Additionally, in the event Service Provider fails to make any payments under this Agreement (including any early termination fees), Service Provider shall pay any fees Angie's List incurs in its collections efforts (including any third-party collection fees).
- f. Notwithstanding the foregoing, Sections 9d, 9e, 13-25 will indefinitely survive any expiration or termination of this Agreement.

8. PREPAID AGREEMENT SPECIAL TERMS: IF SERVICE PROVIDER HAS PREPAID IN FULL FOR A 12-MONTH TERM, THE FOLLOWING SPECIAL TERMS AND CONDITIONS APPLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH UNDER SECTION 9, AFTER THE FIRST 30 DAYS OF THE TERM, THIS AGREEMENT SHALL BE NON-

CANCELABLE BY SERVICE PROVIDER AND NON-REFUNDABLE. IF CANCELLED DURING THE FIRST 30 DAYS, THIS AGREEMENT SHALL TERMINATE AS OF THE END OF THE FIRST MONTH, AND YOU SHALL RECEIVE A PRORATED REFUND OF 11 MONTHS-WORTH OF YOUR PAYMENT. IF SERVICE PROVIDER NOTIFIES ANGIE'S LIST IN WRITING OF ITS DESIRE FOR THE ADVERTISING TO CEASE, ANGIE'S LIST SHALL HONOR SUCH REQUEST; HOWEVER, SERVICE PROVIDER SHALL NOT RECEIVE A REFUND, PRO-RATED OR OTHERWISE, OF THE ADVERTISING FEES PREPAID UNDER THIS AGREEMENT.

9. PAYMENT: Service Provider agrees that, for the services rendered under this Agreement, Angie's List may charge any credit card or other payment method Service Provider has previously provided Angie's List. If a charge or other payment method fails for any portion of the Agreement, Angie's List may activate the entire Agreement and continue to attempt to charge for the portion of the Agreement that failed. By way of example, if Service Provider pays separately for web advertising and publication advertising, and the web advertising payment is successful, but the publication advertising payment fails, Angie's List may activate both types of advertising and continue to attempt to collect payment for the publication advertising.
10. WIRELESS NUMBERS AND AUTOMATIC DIALERS: Service Provider acknowledges that Angie's List will use the telephone numbers, email addresses or other contact information submitted by Service Provider to Angie's List to contact Service Provider. Angie's List agrees not to sell, trade, rent or share such information with any third parties. By providing a wireless phone number to Angie's List, Service Provider agrees that Angie's List may call or send text messages to the wireless phone number for any purpose, including marketing purposes, using all methods now known and discovered in the future, including, but not limited to, auto-dialers, pre-recordings, and general telemarketing practices. Service Provider agrees that these calls or text messages may be regarding the products and/or services that Service Provider has previously purchased and products and/or services that Angie's List may market. Service Provider acknowledges that this consent may be removed upon request.
11. CONFIDENTIALITY: Service Provider agrees that Angie's List's member lists, Angie's List's Consumer lists, the terms and conditions of this Agreement, and the existence this Agreement (collectively, the "Confidential Information"), shall be held in strict confidence, for the mutual benefit of Service Provider and Angie's List, and that, except as necessary in the sale of the goods or performance of the services which are the subject of the Coupon or Deal, Service Provider shall not disclose any Confidential

Information without the prior written consent of Angie's List. Service Provider is strictly prohibited from selling any of Angie's List's Confidential Information, including, in particular, member or Consumer lists. Notwithstanding the foregoing, Service Provider may disclose Confidential Information to the extent strictly necessary to comply with any order of a court of competent jurisdiction or as may be otherwise required by applicable law.

12. INDEMNIFICATION; LIMITATION OF LIABILITY:

- a. Service Provider hereby agrees to indemnify, defend and hold harmless Angie's List and its successors and assigns and their respective shareholders, partners, directors, members, managers, officers, employees, agents, and representatives (without duplication) from and against any and all claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) to the extent arising out of or resulting from (i) any breach by Service Provider of any representation, warranty or covenant contained in this Agreement; (ii) the sale of any products subject to a Coupon or Deal or provision of or failure to perform services subject to a Coupon or Deal, or otherwise; (iii) failure or refusal to honor any Coupon or Deal, provide services, or sell goods subject to a Coupon or Deal to a Consumer; (iv) any negligence or willful acts by such Service Provider; and (v) any claim for state sales, use, or other tax obligations arising from the sale or redemption of a Coupon or Deal.
- b. IN NO EVENT SHALL ANGIE'S LIST BE LIABLE TO SERVICE PROVIDER FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR SPECIAL LOSSES, WHETHER BASED UPON A CLAIM FOR BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE CLAIM RELATING TO THIS AGREEMENT, THE RELEVANT GOODS OR SERVICES OR PERFORMANCE HEREUNDER.
- c. Service Provider understands that Angie's List is not providing, and will not provide, any legal or tax advice.

13. DISCLAIMER OF WARRANTIES: SERVICE PROVIDER UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, ANGIE'S LIST DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SECURITY, AND ACCURACY.

14. CLAIMS: Any claim which Service Provider has or may hereafter have which arises out of or relates to, directly or indirectly, this Agreement or Angie's List performance hereunder must be made within one hundred twenty (120) days after the termination of this Agreement or within one hundred twenty (120) days after the date the first Deal is published (if applicable), whichever is latest. Any claim not so made shall be deemed waived by Service Provider.
15. MARKETING MATERIALS; NO ENDORSEMENT: All marketing materials, documentation and information prepared by Service Provider relating to a Coupon or Deal must be approved by Angie's List prior to distribution and such approval shall not be unreasonably withheld, conditioned or delayed.
16. USE OF TRADEMARKS: Service Provider hereby agrees that it shall not use, directly or indirectly, any of Angie's List's trademarks, trade names, images, service marks, logos or other intellectual property for any purpose without the express written consent of Angie's List. No license or other rights in or to any Angie's List intellectual property or logo are granted to Service Provider under or implied by this Agreement.
17. ASSIGNMENT: Service Provider may not assign or otherwise transfer this Agreement or any of its rights and/or obligations relating to this Agreement or any Coupon or Deal without the prior written consent of Angie's List.
18. COUNTERPARTS; FACSIMILE SIGNATURE: This Agreement may be executed in counterparts and by facsimile signature, each of which shall be deemed an original, but both of which together shall constitute one and the same Agreement.
19. MUTUAL ARBITRATION AGREEMENT:
 - a. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and Angie's List, including without limitation any dispute or claim related to or arising out of this Agreement ("Dispute"), you and Angie's List may attempt to negotiate any Dispute informally (the "Informal Negotiations") before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this section is your physical address that you have provided to Angie's List. Angie's List's address for such notices is: Angie's List, Inc., Attn: Legal Department, 130 E. Washington St.,

Indianapolis, IN 46204.

- b. Arbitration. If a Dispute is not resolved through Informal Negotiations, you and Angie's List agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("Arbitration Agreement"). This Arbitration Agreement shall be governed by the Federal Arbitration Act and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website (www.adr.org). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If you are unable to pay such costs, Angie's List will pay all arbitration fees and expenses. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Section d below.
- c. Excluded Disputes. You and Angie's List agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.
- d. WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION. To fullest extent permitted by applicable law, You and Angie's

List agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

- e. Rules/Standards Governing Arbitration Proceeding. A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.
- f. Severability. You and Angie's List agree that if any portion of this section entitled "Mutual Arbitration Agreement" is found illegal or unenforceable, that portion will be severed and the remainder of this Section 21 will be given full force and effect.

20. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of

law provision or rule (either of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana.

21. WAIVER: Neither party shall be deemed to have waived any of its rights, powers nor remedies hereunder except in an express writing signed by an authorized agent or representative of the party to be charged.
22. ENTIRE AGREEMENT: This Agreement, along with any addendums, schedules, or exhibits attached hereto or incorporated into by reference, constitutes the entire agreement between the parties hereto regarding the subject matter contained herein and may be amended or modified only by a writing signed by a duly authorized representative of each party and dated subsequent to the date hereof. Service Provider agrees that it enters into this Agreement based on the written terms herein and not on verbal representations made prior to the Effective Date. Service Provider further agrees that historical data provided during discussions about the Advertising or Deals programs are intended to provide historical context and not to guarantee future performance.
23. BINDING EFFECT: This Agreement, including all the Exhibits attached hereto, and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of Angie's List and Service Provider and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.