

## Service Provider's User Agreement

*Last Updated March 1, 2017*

Angie's List, Inc. allows consumers who subscribe to be a member of Angie's List (collectively, the "Members") to provide reviews and ratings on a variety of service companies and health related providers (collectively, a "Service Provider") with whom they have had first-hand experiences. On behalf, and as representative, of a Service Provider ("You" or "Company"), You are permitted to use the website ([www.angieslist.com](http://www.angieslist.com)) (the "Website") and the information contained therein subject to the terms and conditions contained in this Service Provider's User Agreement, which may be modified, amended or replaced by Angie's List from time to time at Angie's List sole discretion (collectively, the "Agreement"). Such modifications will become effective immediately upon the posting thereof. This Agreement shall also govern other aspects of Your relationship with Angie's List beyond Your use of the Website, as described herein.

In consideration of Angie's List granting the Company access to its Website and the information contained therein, and in order to use the Website, You must read and accept all of the Terms and Conditions in, and linked to, this Agreement. It is the Company's responsibility to review this Agreement on a regular basis to keep itself informed of any modifications. BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE COMPANY ACKNOWLEDGES IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

### Terms and Conditions

Members may submit a review or report and other information (collectively, "Member Content") on any Service Provider with which they have communicated or had another first-hand experience, whether or not work was started, performed, or completed. If the Company disputes any Member Content, the Company's sole course of action with respect to such Member Content as it relates to Angie's List and the Website is to utilize the Services (as defined below) which are available online at the Website.

By agreeing to the Terms and Conditions of this Agreement, the Company is hereby permitted to use the services offered to Service Provider's including, without limitation, access to "Business Center", the ability to review Member Content pertaining to the Company, the ability to submit responses to Member Content, the ability to update and maintain profile information on the Company, the ability to utilize the dispute resolution process offered through the Website and facilitated by Angie's List and such other services that Angie's List may offer to Service Providers from time to time (collectively, the "Services").

By agreeing to the Terms and Conditions of this Agreement, Angie's List grants the Company a limited license to access and use the Website and the Services. Notwithstanding the foregoing, the Company acknowledges and agrees that it will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit the Website (or any of the content therein including, without limitation, any

Member Content or any Member profiles) or Services for any commercial or other purpose, without the express written consent of Angie's List.

Angie's List does not endorse and is not responsible or liable for any Member Content, SP Content (as defined below), data, advertising, products, goods or services available or unavailable from, or through, Angie's List. The statements, information and ratings contained in any Member Content are solely the opinion of the Member submitting such Member Content and do not reflect the opinion of Angie's List or any of its affiliates or subsidiaries or any of their respective owners, managers, officers, employees, agents or representatives.

The Company acknowledges and understands that Angie's List simply acts as a passive conduit and an interactive computer provider for the publication and distribution of Member Content and SP Content. Angie's List does not have any duty or obligation to investigate the accuracy of Member Content or the quality of the work performed by the Company or any other Service Provider which is the subject of any Member Content. By using the Services, the Company agrees that it is solely the Company's responsibility to evaluate the Company's risks associated with the use, accuracy, usefulness, completeness, appropriateness or legality of any information, responses, writings or other materials that the Company submits, transmits or otherwise conveys through the Services (collectively, "SP Content").

Under no circumstances will Angie's List be liable in any way for any Member Content or SP Content including, but not limited to, any Member Content or SP Content that contains, errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any Member Content or SP Content submitted, accessed, transmitted or otherwise conveyed via the Services or otherwise.

The Company hereby waives any claims, rights or actions that it may have against Angie's List or any of its affiliates or subsidiaries with respect to any Member Content or SP Content and releases Angie's List and each of its affiliates and subsidiaries from any and all liability for or relating to Member Content or SP Content.

The Company agrees to indemnify and hold Angie's List and each of its affiliates and subsidiaries and their respective owners, managers, officers, employees, agents or representatives harmless for any damages that may arise, directly or indirectly, from any claim or right it may have against Angie's List with respect to any statements made by a Member or Member Content submitted by a Member which is communicated, posted or published by Angie's List on its Website or to a third party.

The Company acknowledges and agrees that the Company can neither require Angie's List to place the Company on its Website nor remove the Company or any Member Content from Angie's List. The Company further acknowledges and understands that the Company is not a Member of Angie's List, cannot refer to itself as a Member of Angie's List, and is not afforded the same access to the Website as a Member nor the benefits afforded to a Member.

The Company and its current or former owners, directors, managers, employees, agents and family

members are expressly prohibited from purchasing gift memberships to Angie's List or reimbursing clients or customers for their Angie's List membership cost. In addition, individuals affiliated with the Company including, without limitation, current or former owners, current or former employees or officers, family members, or current or former partners, investors, managers or directors (collectively, the "Affiliated Persons") may not submit Member Content to Angie's List on the Company. The Company hereby acknowledges and agrees that to the extent an Affiliated Person has submitted or posted any Member Content on the Company or any company or person competitive to the Company, or believes that Member Content was posted by an Affiliated Person that Angie's List may immediately remove such Member Content without notice or recourse against Angie's List.

SP Content shall not contain any unauthorized content which includes but is not limited to:

- a. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.);
- b. Comments that do not address the Member Content or comments with no qualitative value as determined by Angie's List in its sole discretion;
- c. Content that contains personal attacks or describes physical confrontations and/or sexual harassment;
- d. Messages that are advertising or commercial in nature, or are inappropriate based on the applicable subject matter;
- e. Language that violates the standards of good taste or the standards of the Website, as determined by Angie's List in its sole discretion;
- f. Content determined by Angie's List, in its sole discretion, to be illegal, or to violate any federal, state, or local law or regulation or the rights of any other person or entity;
- g. Language intended to impersonate other users (including names of other individuals) or to be offensive or inappropriate user names or signatures; and/or
- h. Content that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information.

The Company acknowledges and agrees that Angie's List in its sole discretion may remove without notice any SP Content or any portion thereof that Angie's List believes violates the foregoing.

Angie's List may suspend, restrict or terminate the Company's use of the Services or any portion thereof if the Company breaches or fails to comply with any of the Terms and Conditions of this Agreement.

Although Angie's List does not claim ownership of any SP Content or other communications or materials submitted by or given by the Company to Angie's List, by providing SP Content for the Website or other mediums, the Company automatically grants, and the Company represents and

warrants that the Company has the right to grant, to Angie's List an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify, and distribute such SP Content and to prepare derivative works of, or incorporate into other works, such SP Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Angie's List with SP Content, the Company automatically grants Angie's List all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of SP Content on the Website or in any other medium by any other party. No compensation will be paid with respect to Angie's List use of SP Content. Angie's List is under no obligation to post or use any of SP Content or maintain SP Content. Angie's List may remove SP Content at any time in Angie's List sole discretion.

It is the Company's sole responsibility to review and monitor any Member Content regarding the Company that is posted by Members and to submit responses it deems necessary to any Member Content. Angie's List does not have any obligation to provide a notice or update to the Company with respect to any new information or Member Content that it learns of or receives about the Company from its Members.

The Company has the sole responsibility of updating any and all of its information on the Website including, without limitation, the Company's description and profile information.

The Company agrees not to use or cause any robot, bot, spider, other automatic device, or computer program routine or manual process to monitor, duplicate, take, obtain, transfer, modify, use, reproduce, aggregate or copy Angie's List, any Member Content, any Member profiles, SP Content (including SP profiles) or any other content contained on the Website or any other publication of Angie's List. You shall not use or cause any device, software, or routine to interfere or attempt to interfere with the proper working of the Website.

The Company hereby represents and warrants to Angie's List that (a) all information provided to Angie's List by the Company is true, complete and accurate in all respects, and (b) the Company is authorized to submit information to Angie's List. Angie's List is authorized by the Company to rely upon the truthfulness, completeness and accuracy of SP Content in order to serve its Members.

The Company acknowledges that the Website utilizes one or more website analytic services, including, without limitation, ClickTale, which may record mouse clicks, mouse movements, scrolling activity and text entered into the Website by users. These services do not collect personally identifiable information that is not voluntarily entered into the Website by the user. Angie's List uses the information collected by these service providers to improve the usability and other features of the Website. Users may choose to disable the ClickTale service at <http://www.clicktale.net/disable.html>.

The Company acknowledges that Angie's List will use the telephone numbers, email addresses and facsimile numbers that are submitted to Angie's List in connection with registering with Angie's List to contact the Company with information regarding Angie's List. 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, Company 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. Company agrees that these calls or text messages may be regarding the products and/or services that Company has previously purchased and products and/or services that Angie's List may market to me. Company acknowledges that this consent may be removed upon request.

To the extent a third party posts or submits any SP Content or manages the Company's profile or information on the Website, the Company hereby acknowledges and agrees that the Company shall remain fully responsible for any SP Content or information posted or submitted by such third party.

The Company agrees unless expressly authorized by Angie's List not to access, copy, duplicate use, reproduce, alter, modify, create derivative works, display, sell, re-sell, advertise or market with or otherwise exploit for any commercial, educational or other purpose any Member Content, any Member profiles, any SP profiles, or any other content from the Website or Angie's List, including, without limitation, any reviews or ratings or any other content contained in any Member Content.

Angie's List is the owner and/or authorized user of any trademark and/or service mark, including, without limitation, the name "Angie's List", appearing on the Website and is copyright owner or licensee of the content and/or information on the Website. By placing them on the Website, Angie's List does not grant the Company any license or other authorization to copy or use its trademarks, service marks, copyrighted material, or other intellectual property, except as provided herein.

Angie's List reserves the right to exercise any rights or remedies which may be available to it against the Company if the Terms and Conditions of this Agreement are violated by the Company. These remedies include, but are not limited to, revocation of (a) Super Service Awards (present & past) and any associated license, (b) advertising privileges, (c) use of the Services, or (d) appearances on the Website and/or any other appearances in any Angie's List's publication, and Company agrees that the exercise of one remedy shall not preclude the availability of any other remedy.

The Company understands and agrees that, because damages resulting from Company's breach of this Agreement are difficult to calculate, if it becomes necessary for Angie's List to pursue legal action to enforce the Terms and Conditions of this Agreement, the Company will be liable to pay Angie's List the following amounts as liquidated damages, which the Company accepts as reasonable estimates of Angie's List's damages for the specified breaches of this Agreement:

- a. If the Company posts SP Content in violation of this Agreement, the Company agrees to promptly pay Angie's List One Thousand Dollars (\$1,000) for each item of SP Content posted in violation of this Agreement. Angie's List may (but is not required) issue the Company a warning before assessing damages.
- b. If the Company exploits for any purpose (commercial or otherwise) any Member Content, Member profiles or any other information contained on the Website including, without limitation, ratings and/or reviews in violation of this Agreement, the Company agrees to pay Ten Thousand

Dollars (\$10,000) per report, record or review exploited.

c. If the Company uses or causes any robot, bot, spider, other automatic device or computer program routine or any manual process to monitor, duplicate, take, aggregate, obtain, modify, use, reproduce or copy any Member Content, any member profiles, SP content (including SP profiles) or any other content contained on the Website or in any other publication of Angie's List, the Company agrees to pay One Hundred Dollars (\$100) for each report, record, review or other information that is monitored, duplicated, transferred, taken, obstructed, modified, used, reproduced, aggregated or copied.

d. Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, the Company agrees to pay the actual damages suffered by Angie's List to the extent such actual damages can be reasonably calculated.

Notwithstanding any other provision of this Agreement, the Company reserves the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

THE COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT ANGIE'S LIST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR SP CONTENT; (D) SP CONTENT THE COMPANY MAY SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICES OR THIS AGREEMENT; (E) STATEMENTS OR CONDUCT OF ANY MEMBER OR OTHER THIRD PARTY THROUGH THE SERVICES; (F) ANY OTHER MATTER RELATING TO THE SERVICES; (G) ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST OR THE FAILURE OF ANGIE'S LIST TO PROVIDE THE SERVICES UNDER THIS AGREEMENT; (H) ANY MEMBER CONTENT POSTED; OR (I) ANY OTHER DEALINGS OR INTERACTIONS THE COMPANY HAS WITH ANY SERVICE PROVIDER (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to the Company.

TO THE EXTENT ANGIE'S LIST IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES, ANGIE'S LIST'S LIABILITY FOR DAMAGES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

This Agreement and the relationship between the Company and Angie's List will be governed by the internal laws of the State of Indiana, notwithstanding the choice of law provisions or conflict of law analysis of the venue where any action is brought, where the violation occurred, where the

Company may be located or any other jurisdiction. The Company agrees and consents to the exclusive jurisdiction of the state or federal courts located in Indianapolis, Indiana and waives any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Angie's List may elect, in its sole discretion, to litigate the action in the county or state where any breach by the Company occurred or where the Company can be found. The Company agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

In the event this Agreement is terminated, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 4-7, 10, 19-26, and 28.

The Company agrees to indemnify and hold Angie's List and each of its affiliates and subsidiaries and each of their respective owners, officers, agents, managers, partners, employees, agents and representatives harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees (whether incurred in enforcing this Agreement or otherwise), made by any third party due to or arising out of the Company's use of Angie's List.

Angie's List may modify or restate the Terms and Conditions of this Agreement and such modification(s) will be effective immediately upon being posted on the Website. Angie's List will make note of the date of the last update to the Agreement on the first page of this Agreement. The Company is responsible for reviewing these terms and conditions regularly. The Company's continued use of the Services after such modifications will be deemed to be the Company's conclusive acceptance of all modifications to this Agreement.

The Company agrees that Angie's List shall be entitled to payment from the Company for any and all out-of-pocket costs, including, without limitation, attorneys' fees, incurred by Angie's List in connection with enforcing these Terms and Conditions and this Agreement or otherwise.

The Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Angie's List is not responsible for any delays, failures or other damage resulting from such problems.

This Agreement may not be re-sold or assigned by the Company. If the Company assigns, or tries to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Angie's List's rights if Angie's List fails to enforce any of the terms or conditions of this Agreement against the Company. In the event a court finds a provision in this Agreement to not be valid, the Company and Angie's List agrees that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between the Company and Angie's List as a result of this Agreement or use of the Services.

The person agreeing to this Agreement and the Terms and Conditions on behalf of the Company hereby represents and warrants that he/she has the power and authority to bind the Company and that this Agreement and the Terms and Conditions constitutes a valid and binding agreement of the

Company.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.