

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").

1. **AGREEMENT AND ELIGIBILITY:** By participating in the Advertising Program and/or Deals Program, Service Provider authorizes Angie's List to offer, publish, distribute, and disseminate to its Consumers Service Provider's services and/or products. 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. Service Provider agrees that he/she 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:
 1. Not have a Total Overall Grade of C or lower.
 2. 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.
 3. Timely pay all invoices for Angie's List services (i.e. no "past-due" balances).
 4. Maintain all applicable state or local licensure to complete the work offered in Coupons or Deals.
 5. Pass the applicable Angie's List criminal background screening.
 6. To be eligible for the Deals Program, concurrently participate in the Advertising Program and spend at least \$3,500 on your own behalf, or on behalf of your

members vendors, customers, etc., during a twelve-month period for advertising described herein.

2. PUBLICATION AND ACTIVATION OF COUPON OR DEAL:

1. When Service Provider participates in the Advertising Program, the Coupon shall be made visible to members who search in the Markets designated by Service Provider and using the Categories and/or Keywords 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.

2. 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.

3. 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.

Please certify that you &/or your company is in compliance with all state and local licensing requirements.

Please check one:

Yes _____ Please provide all relevant **License Numbers:** _____

No _____

N/A _____ There are no state or local licenses applicable to me or my company.

1. **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.
2. **SERVICE PROVIDER'S OBLIGATIONS:**
 1. Use your best efforts to provide the best quality services or goods.
 2. Notify Angie's List promptly in the event you cease to do business or change your name or location.
 3. 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.

4. 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.
 5. For the Advertising Program, provide a valid coupon, approved by Angie's List.
 6. Agree to honor the Coupon or Deal claimed by any Consumer during all business hours and as required by applicable law.
 7. For the Deals Program, schedule the work described by a Deal according to your availability.
 8. 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.
3. **BACKGROUND CHECK AUTHORIZATION:** You hereby 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.
4. **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.

5. **TERM, FEES, AND TERMINATION:** 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"). On each anniversary of the Effective Date, the Agreement shall then 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. If, however, 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. 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. Notwithstanding the foregoing, Sections 10-12, 14-15, and 17-20 will indefinitely survive any expiration or termination of this Agreement.
6. **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 8, 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. SERVICE PROVIDER ACKNOWLEDGES THAT THESE SPECIAL TERMS ARE REASONABLE AS IT HAS RECEIVED ADDITIONAL CONSIDERATION TO PREPAY IN FULL FOR ITS ADVERTISING, AND SUCH PREPAYMENT AND ADDITIONAL CONSIDERATION ARE NOTED IN THE "ADDITIONAL COMMENTS" SECTION ABOVE.

7. 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.
8. INDEMNIFICATION; LIMITATION OF LIABILITY:
 1. 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.
 2. 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.

3. Service Provider understands that Angie's List is not providing, and will not provide, any legal or tax advice.
9. **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.**
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. 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. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in Marion County, Indiana.
16. 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.
17. 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.
18. 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.

****** By signing below you are agreeing to all the terms and conditions of the contract, including the list on the last page. Please sign both. ******

Advertiser Signature _____

Print Name _____

Date _____