



Angie's List® Lead Feed Service Provider Agreement

This Lead Feed Service Provider Agreement is effective as of November 9, 2015.

1. Acceptance of this Agreement

Your access to, use of, or participation in this Program (as defined below) is subject to this Lead Feed Service Provider Agreement ("Agreement") and all applicable Angie's List regulations, guidelines, and agreements. This Agreement and the Angie's List Privacy Policy, which is hereby incorporated herein, constitute a legally-binding contract between you (or the company you represent) and Angie's List, Inc., a Delaware corporation ("Angie's List").

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Program in any manner. If you use the Program on behalf of a company, you represent and warrant that you have the authority to bind that company, your acceptance of the Agreement will be deemed an acceptance by that company, and "you" or "your" shall herein refer to that company.

This Agreement shall be effective on the date accepted by you and continue until either the customer (as defined below) has chosen a different service provider for his or her Project or, if the customer chooses you to perform work, until all of your obligations to the customer and to Angie's List with respect to the Project are fulfilled. Angie's List reserves the right to immediately terminate this Agreement for any reason at any time.

2. Modifications to this Agreement or Privacy Policy

Angie's List reserves the right, in its sole discretion and at any time, to change, modify, or otherwise amend this Agreement and any other documents incorporated herein by reference. Angie's List will post the amended Agreement on its website in the same location where the prior Agreement was posted—i.e., where it is presented to you before you accept the Lead (as defined below). It is your responsibility to review the Agreement for any changes. Your continued use of the Program will signify your assent to, and acceptance of, the amended Agreement. If you do not agree to abide by this or any amended Agreement, you are prohibited from participating in the Program.

3. Description of the Program

The Lead Feed Program is intended to provide a quick and easy way for Angie's List members or non-members visiting Angie's List's website, mobile application, or other Angie's List tools or platform ("Customers") to find a service provider who is interested in accepting a home improvement project (the "Program"). The goal is to connect these Customers with qualified service providers who will quickly communicate with the Customer their availability and acceptance of the project should the Customer select them to perform the work.

4. Platform Fee, Automatic Renewal, and Billing Authorization

In order for you to participate in the Program, you will be required to pay a monthly Platform Fee. Angie's List reserves the right to change the Platform Fee from time to time, but the amount of the Platform Fee will be presented to you before you purchase a Lead (as defined below). The Platform Fee shall be automatically renewed upon the terms set forth below, unless you cancel your participation in the Program as provided below.

Each month, Angie's List shall charge the monthly Platform Fee using the credit card, debit card, or other payment information on file with Angie's List. Each monthly renewal payment will take place on or about the date on which you initially agreed to participate in the Program. If your monthly renewal payment fails to process for any reason, Angie's List shall attempt to process the renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angie's List). Except as otherwise required by applicable law, you agree that Angie's List will not provide you with any notices prior to each monthly renewal payment.

If you decide to cancel your participation in the Program in order to avoid renewal, your cancellation request must be received thirty (30) days prior to your scheduled renewal payment date. You may cancel your participation in the Program by contacting Angie's List by first class certified mail at 1030 E. Washington Street, Indianapolis, Indiana 46202; by telephone at 1-866-843-5478; or by email at LeadFeedInquiries@angieslist.com.

If the credit card or debit card you provided to Angie's List has expired during an attempt to process your monthly renewal payment, you authorize Angie's List to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to you, Angie's List contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that your participation in the Program does not lapse because the credit card or debit card information initially on file with Angie's List has expired or changed ("Account Updater"). By participating in the Program, you consent to and authorize Angie's List's disclosure of your credit or debit card information to Account Updater. You further consent to the third party's use of such information solely in connection with Account Updater. You also consent to Angie's List receipt and use of updated credit card or debit card account information from your financial institution in connection with your participation in the Program, as provided in this Agreement and the Privacy Policy.

5. How the Program Works

Here is a description about how the Program will work:

- a. **Customer submits project through Angie's List**—A Customer will submit a proposed project for work or home improvement related services ("Project") through the Angie's List's website, mobile application, or other Angie's List tools or platform ("Platform").
- b. **Angie's List sends Lead to Eligible Service Providers**—Angie's List will compile basic information, including Customer's approximate location and the description of the Customer's Project (the "Lead"), and send the Lead via email or the Platform to a group of eligible service providers that perform the type of services described in the Lead in the area in which the Customer is located. (The number of service providers to which Angie's List will send the Lead may vary, in Angie's List's sole discretion, depending on a number of factors.)

- c. **You purchase the Lead to receive Unlocked Customer Details**—The communication containing the Lead will indicate the purchase price you pay Angie’s List for the Lead. Your payment for the Lead is to obtain additional details about the Project, including the full name, contact information, and exact location of the Customer (“Unlocked Customer Details”) from Angie’s List and for Angie’s List to send your name, contact information, and quote (if applicable) to the Customer.

The Lead will remain active until either: (1) Angie’s List receives a sufficient number of responses from service providers to send to the Customer (typically three to five, but may vary at Angie’s List’s sole discretion); or (2) for twenty-four (24) hours after it is sent to you, whichever is sooner.

The Lead is non-refundable (subject to the below exception) and does not guarantee that the Customer will select you for the Project, decide to pursue the Project, or pursue the Project as described in the Lead. The Lead is an opportunity to connect with a Customer who, at the time, is looking for a service provider to complete a Project. The Lead is not guaranteed work. Other than providing you with the Unlocked Customer Details, you acknowledge that Angie’s List bears no responsibility with respect to the Customer, the Project, or any related transaction.

- i. Refund Exception: The only circumstance under which you will be entitled to a refund for the Lead is if: (1) you are a current Angie’s List advertiser with an Agreement to Advertise in effect at the time you purchased the Lead; and (2) the Customer was a current Angie’s List member at the time you purchased the Lead.

- d. **Angie’s List will send your quote and contact information to the Customer**—If you: (1) meet the Eligibility Requirements set forth under Section 6; (2) receive the communication containing the Lead; (3) are interested in the Project; and (4) are one of the service providers that purchased the Lead, Angie’s List will provide you with Unlocked Customer Details and send your name, contact information, and quote to the Customer. The exact number of service providers who will receive the Unlocked Customer Details may vary, in Angie’s List’s sole discretion. If the Customer selects you, the Customer will contact you and it will be your responsibility to communicate with the customer, enter into a service contract with the customer (“Service Contract”), and meet the customer’s expectations.

6. Eligibility Requirements

You represent, warrant, covenant and agree that, at the time you purchase a Lead, you:

- a. Have an Overall “A” or “B” rating from member reviews;
- b. Have passed all background checks established by Angie’s List;
- c. Possess all applicable state and local licensing, registration, insurance, bonding, or other trade requirements to provide service for the Project described in the Lead;

- d. Are willing and able to complete the work described in the Lead to the Customer's satisfaction at the Customer's location;
- e. Will abide by all applicable federal, state, or local laws, rules, and regulations;
- f. Are in good standing with Angie's List, meaning that you have not been placed in the Angie's List Penalty Box, have not been excluded for any reason from category or keyword searches, and are not delinquent in any of your obligations (financial or otherwise) relating to this Agreement or any other agreement with Angie's List; and
- g. Will maintain a completed Form W-9.

7. Provision of Services

You agree to, at all times, perform the services obtained through the Program in a good and workmanlike manner, consistent with the best practices and highest level of service available in the relevant industry, and shall be solely and independently responsible for such performance. You shall commence performance of the services for a Customer within the time frame agreed to between you and the Customer. Notwithstanding the foregoing, all services performed for a Customer shall be performed pursuant to a written contract between you and such Customer ("Service Contract"). All of the services performed for Customers in connection with the Program shall be billed to the applicable Customer at price or rate agreed to by Customer.

8. Publication and Distribution of Content

Angie's List does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the Platform. You acknowledge that Angie's List simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of content posted by you or a Customer. You understand that all content posted on, transmitted through, or linked through the Platform, are the sole responsibility of the person from whom such content originated. You understand that Angie's List does not control, and is not responsible for content available through the Platform, and that by using the Platform, you may be exposed to content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any content.

You further acknowledge that Angie's List has no obligation to screen, preview, monitor or approve any content published by you, a Customer, or a third party. However, Angie's List reserves the right to review and delete any content that, in its sole judgment, violates the terms and conditions of this Agreement. By participating in the Program and using the Platform, you agree that it is solely YOUR RESPONSIBILITY to evaluate your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any content that you submit, receive, access, transmit or otherwise convey through the Platform. Under no circumstances will Angie's List be liable in any way for any content provided by you, a Customer, or a third party, including without limitation, content that contains any errors, omissions, defamatory statements, or confidential or private information or for any loss or damage of any kind incurred as a result of the use of any content submitted, accessed, transmitted or otherwise conveyed via the Platform. You waive the right to bring or assert any claim against Angie's List relating to your content or the content of a Customer or other third party, and release Angie's List from any and all liability for or relating to any such content.

9. Angie's List Trademarks

You 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.

10. Representations by Service Provider

You hereby represent and warrant to Angie's List that: (a) you have full power, authority, and legal capacity to execute and deliver this Agreement; (b) you are legally and properly licensed to and possesses all requisite licenses and permits to provide the services described in the Lead you purchase; and (c) none of your trademarks, service-marks, logo or other marks used in the advertisements infringe or violate any other person's or entity's intellectual property rights.

11. Indemnification by Service Provider

You hereby agree to indemnify, defend and hold harmless Angie's List and its respective directors, managers, officers, stockholders, employees, agents, and insurers ("Angie's List Indemnitees") from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and attorneys' fees) and/or judgments incurred or suffered by any of the Angie's List Indemnitees that result from or arise out of, directly or indirectly, (i) any breach of any representation and warranty made by you in this Agreement; (ii) any breach by you of any covenant or agreement under this Agreement; (iii) the sale of any products or provision of or failure to perform services for any Customers of Angie's List or any other persons; (iv) failure or refusal to honor any quote made to a Customer; or (v) any negligence or willful misconduct by you.

12. Angie's List's Limitation of Liability

IN NO EVENT SHALL ANGIE'S LIST BE LIABLE TO YOU 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.

13. Relationship of Parties

Subject to the terms of this Agreement, you shall be solely responsible for determining the manner and method by which you shall perform the Services, and the setting and ultimate collection of its compensation that you charge a Customer for the services, subject to the terms and conditions of your Service Contract with the Customer pursuant to which such services are performed. ANGIE'S LIST IS NOT A GENERAL CONTRACTOR, PROVIDER OF SERVICES, OR MERCHANT OF RECORD AND IS ACTING SOLELY IN ITS CAPACITY AS A SYSTEM ADMINISTRATOR FOR YOU AND THE CUSTOMER FOR THE PURPOSE OF ENABLING SUPERIOR SERVICE AND FOR MARKETING AND ADVERTISING THE SERVICES ON YOUR BEHALF.

By entering into this Agreement, you recognize and agree that Angie's List is not a general contractor or merchant of record and that you are solely responsible for compliance with all applicable laws, rules, regulations, ordinances and orders (collectively, "Laws") of federal, state and local governmental entities

relating to the performance of the services, including, without limitation, any and all Laws relating to professional licensure and permitting, construction permitting, bonding, and insurance, and YOU WILL INDEMNIFY, DEFEND AND HOLD ANGIE'S LIST HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), EXPENSES, PENALTIES, FINES AND DAMAGES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, (A) ANY ALLEGATION OR FINDING THAT ANGIE'S LIST IS ACTING AS A GENERAL CONTRACTOR OR OTHER PROFESSIONAL CONTRACTOR (E.G., CONSTRUCTION, PLUMBING, HVAC, ELECTRICAL, ETC.); OR (B) ANY NON-COMPLIANCE OR ALLEGED NON-COMPLIANCE BY YOU WITH ANY SUCH LAWS.

14. Confidentiality

You agree that the terms and conditions of this Agreement (including any pricing terms) (collectively, the "Confidential Information"), shall be held in strict confidence, for the mutual benefit of You and Angie's List, and Service Provider shall not disclose any Confidential Information without the prior written consent of Angie's List. Notwithstanding the foregoing, you may disclose Confidential Information only 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.

15. Breach of Agreement and Liquidated Damages

- a. You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Angie's List to pursue legal action to enforce the terms and conditions of this Agreement, you will be liable to pay us the following amounts as liquidated damages, which you accept as reasonable estimates of Angie's List's damages for the specified breaches of this Agreement.
- b. If you post content in violation of this Agreement, you agree to promptly pay Angie's List One Thousand Dollars (\$1,000) for each item of content posted in violation of this Agreement. We may (but shall not be required to) to issue you a warning before assessing damages.
- c. If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any content in violation of this Agreement, you agree to pay One Thousand Dollars (\$1,000) for each item of content displayed, copied, duplicated, reproduced, sold, resold or exploited in violation of this Agreement.
- d. If you use computer programming routines that are intended to aggregate records or content from the Platform or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform, you agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by you.

Except as set forth in the foregoing subsections (a) through (c), inclusive, you agree to pay the actual damages suffered by Angie's List, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve 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.

16. Notice

You agree that Angie's List may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on the Platform. All notices to Angie's List will be provided by either sending a letter, first class certified mail, to Angie's List, Inc., 1030 East Washington, Indianapolis, Indiana 46202, Attn: General Counsel. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), Angie's List will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is: Angie's List, Inc., 1030 E. Washington St., Indianapolis, IN 46202, Attn: Jill Arnold, or email to Email: copyrightagent@angieslist.com.

If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work's copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
- e. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Angie's List will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

17. Governing Law and Time Limitations for Claims

The Program, the Platform, this Agreement, and your relationship with Angie's List shall be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions. You agree and consent to

the exclusive jurisdiction of the state or federal courts located in Marion County, Indiana and waive 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 you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action you bring arising out or related to your use of the Program, the Platform, this Agreement, or your relationship with Angie's List shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

18. No Assignment

You may not assign or otherwise transfer this Agreement or any of its rights and/or obligations relating to this Agreement without the prior written consent of Angie's List.

19. Waiver

Neither party shall be deemed to have waived any of its rights, powers, or remedies hereunder, except in an express writing signed by an authorized agent or representative of the party to be charged.

20. Severability

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect: (1) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or (2) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

21. Entire Agreement

This Agreement, along with the Angie's List Terms of Use, Privacy Policy, and Service Provider Agreement (if applicable) entered into by you and Angie's List governs your use of the Program and constitutes the entire agreement between you and Angie's List with respect to the Program. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Angie's List regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between you and third parties, including but not limited to, any Service Contract you enter into with a Customer. You represent and warrant that those third party agreements (including any such Service Contract) do not interfere with your obligations and duties to Angie's List under this Agreement.

22. Provisions Remaining in Effect

After termination of this Agreement or you are no longer a user of Angie's List, certain provisions of this Agreement will continue to remain in effect, including without limitation, Sections 7, 11-21, and 23.

23. Binding Effect

This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of you and Angie's List and our respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE PLATFORM OR PARTICIPATE IN THE PROGRAM. YOU ACKNOWLEDGE THAT YOU HAVE READ, HAVE UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.