

2013 ANGIE'S LIST SUPER SERVICE AWARD® LICENSE AGREEMENT

This License Agreement ("Agreement") is effective as of today's date, _____/_____/_____ (the "Effective Date"), by and between Angie's List, Inc. ("We" "Us" or "Licensor"), and You:

Please provide the following information:

COMPANY NAME:
ADDRESS:
CITY, STATE, ZIP:
POINT-OF-CONTACT:
TELEPHONE:
FACSIMILE:
E-MAIL ADDRESS:

1.) **DEFINITIONS**

"License Agreement" or "Agreement" – the issuance of a binding document which permits the use of trademarks.

"Effective Date" – the date in which the company signs and completes the License Agreement.

"We", "Us", or "Licensor" – synonyms for the following: Angie's List, Inc.

"Licensee" - You

"Super Service Award marks" – the 2013 Angie's List Super Service Award trademarks, including the award name and related logos, which Licensor has developed for award winning companies that agree to abide by the Usage Standards.

"Usage Standards" – a document listed as an Appendix which outlines the acceptable uses of the Super Service Award marks.

2.) **LICENSE**

Angie's List Super Service Award marks (trademarks and related logos). Subject to Your compliance with all terms of this Agreement, Licensor grants You a non-exclusive, terminable, non-transferable license for the sole purpose of using the Super Service Award marks in accordance with this Agreement.

Rights of the Licensor. All rights in and to the Super Service Award marks, other than the rights specifically granted herein, are reserved by Licensor. This Agreement shall not in any way restrict the Licensor's right to grant licenses to the Super Service Award marks to other parties. The Super Service Award marks and all rights within and goodwill pertaining thereto belong exclusively to Licensor, and all rights and goodwill resulting

from Your use of the Super Service Award marks inure to the benefit of Licensor.

Acceptance of Super Service Awards. The terms of this Agreement shall also govern your acceptance and use any previous awards. If applicable, ie. You are the recipient of the Super Service Award in previous years, the terms of this Agreement shall also govern Your acceptance and use of any previous awards."

Permitted Uses. Please reference the Angie's List Super Service Award Trademark Usage Standards. You may use the Super Service Award marks ***strictly in accordance*** with the permitted uses as outlined in the Usage Standards. Nothing in this Agreement should be construed to allow you to: (a) use the Super Service Award marks in any manner not explicitly outlined in the Usage Standards; and/or (b) use any other trademark or other proprietary right owned by Licensor.

3.) **QUALITY CONTROL**

Cooperation. You must cooperate with the Licensor exercising its control of the nature and quality of **Your** use of the Super Service Award marks. In doing so you agree to: (a) comply with all reasonable quality control procedures and policies that Licensor may adopt from time to time regarding the use of the Super Service Award marks; (b) upon request, supply Licensor with specimens of use of the Super Service Award marks for Licensor's approval; and (c) refrain from any actions that detract from the goodwill associated with the Super Service Award marks. Upon receipt of notice from Licensor, you shall immediately cease any use of the Super Service Award marks that is inconsistent with the terms of this Agreement, inconsistent with the Usage Standards, or is objected to by Licensor.

Acknowledgements:

You acknowledge that the Super Service Award marks possess a special, unique, and extraordinary character that makes assessing monetary damages that Licensor might sustain by an unauthorized use of the Super Service Award marks difficult. You recognize and agree that irreparable injury would be caused by Your unauthorized use of the Super Service Award marks, and that injunctive and other relief, in law and equity, would be appropriate in the event of a breach of this Agreement by You. In any action by Licensor to enforce the terms of this Agreement, Licensor shall be entitled to recover its reasonable attorneys' fees and costs of the action from You.

You acknowledge that any and all use of the Super Service Award marks (or any of Licensor's other trademarks) in yellow page advertisements and/or any other directory advertisements is expressly prohibited. Any use of the Super Service Award marks (or any of Licensor's other trademarks) in yellow page or other directory advertisements may subject You to certain sanctions, including but not limited to the retraction of any "Super Service Awards" previously granted to You and the removal of Your business from all category rankings and category searches on Licensor's website.

4.) **MONETARY RESTRICTIONS ON WEBSITE USAGE**

The Super Service Award marks are available for use on company websites free of charge as part of the 2013 Super Service Award web badge program described in the Usage Standards.

5.) **TERMINATION**

Licensor shall have the right to terminate this Agreement for any reason upon written notice to You.

Award Revocation. Reasons for revocation of the Super Service Award and termination of this License Agreement include (but are not limited to) persistent misuse of Angie's List marks, including Super Service Award name and logo, in yellow page and all other print and online directories, failure to pay advertising dues, failure to pass a background check, fraudulent reporting and lack of compliance with state and local licensing laws that govern all applicable professions/trades.

Your Responsibility. Upon the termination or expiration of this Agreement you must: (a) immediately discontinue all use of and refrain from further use of the Super Service Award marks in any manner (and any words or design confusingly similar thereto); (b) quickly remove the Super Service Award marks from all vehicles, signage and anywhere else you have used the Super Service Award marks; and (c) promptly deliver to Licensor or destroy at Licensor's direction, at no cost to Licensor, all advertising, marketing, and promotional materials bearing the Super Service Award marks.

Expiration of License Agreement. License is granted until **December 31, 2014**. Upon expiration or termination of this Agreement, all rights granted to You in connection with the use of the Super Service Award marks shall cease and automatically revert to Licensor.

6.) **INFRINGEMENT**

Your Responsibility. You must notify Licensor of any unauthorized use of the Super Service Award marks by others as such information comes to Your attention.

Licensor's Rights. Licensor shall have the sole right and discretion to bring any proceedings, including infringement and/or unfair competition proceedings, involving the Super Service Award marks.

7.) **DISCLAIMERS**

LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING ALL SUPER SERVICE AWARD MARKS, INCLUDING ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING, BY WAY OF NON-LIMITING EXAMPLE, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES) ARISING OUT OF THIS AGREEMENT OR LICENSEE'S USE OF THE SUPER SERVICE AWARD MARKS.

8.) **INDEMNIFICATION**

You shall defend, indemnify, and hold harmless Licensor, and each of its officers, directors, employees, and agents from and against any damages, liabilities, losses, judgments, and expenses, including reasonable attorneys' fees incurred: a) as a result of any claims by third parties against Licensor involving any products or services provided by You; and b) as a result of any use by You of the Super Service Award marks other than in accordance with the terms and conditions set forth in this Agreement.

9.) **ASSIGNMENT**

Your Rights. The rights and the obligations granted by the Licensor to You are personal and You shall not delegate its duties or assign, sublicense, pledge, or otherwise affect this Agreement or the license herein, without the prior written consent of the Licensor, and any attempt to do so without such consent shall be void.

Licensor's Rights. May assign this Agreement and/or its rights hereunder.

10.) **GENERAL**

Entire Agreement. This Agreement is a complete statement of all agreements between the parties with respect to its subject matter.

Amendments. Except as otherwise expressly provided herein, any amendment, modification, alteration, change, or waiver must be in writing and signed by both parties (or, in the case of a waiver only, by the party to be charged therewith).

Waiver. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted. The failure of a party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered or deemed to be a waiver or considered or deemed to deprive that party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement.

Governing Law/Venue. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any questions governed by the trademark statutes of the United States of America shall be governed by and determined under such statutes. All other questions concerning this Agreement, the rights and obligations of the parties hereunder, the enforcement hereof, and the validity, effect, interpretation, and construction thereof, shall be governed by, construed, and interpreted under the internal laws of the state of Indiana, excluding any conflict of law or choice of law provisions thereof that may refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Licensor and You hereby submit to and agree to the exclusive jurisdiction and venue of the state and federal courts located in the state of Indiana for the resolution of any and all disputes or controversies, however denominated and based on any legal theory, that may arise hereunder or otherwise be related to this Agreement and/or the respective rights of the parties and obligations created hereby, and agree that neither will resort to the courts or other governmental agencies of any other jurisdiction for the resolution of any such dispute or controversy. Licensor shall be reimbursed by You for Licensor's attorney's fees and other expenses incurred in the event of any litigation arising out of a breach or threatened breach of this Agreement by You or infringement of any rights of Licensor by You.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed as of the Effective Date

Angie's List, Inc.

Company Name

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____