



FRANCHISE COMMITMENT AGREEMENT (FRANCHISOR)

THE FRANCHISE COMMITMENT AGREEMENT AND THE PURCHASE ORDER COMMITMENT CONSTITUTES AN AGREEMENT BETWEEN THE FRANCHISOR INDICATED BELOW IN THE SIGNATURE BLOCK AND YELP INC. ("YELP"). PLEASE SIGN AND RETURN TO YELP AT THE NUMBER INDICATED ON THE FAX COVER SHEET OR AS OTHERWISE INSTRUCTED BY YELP. THE FRANCHISE COMMITMENT AGREEMENT BECOMES EFFECTIVE BETWEEN THE PARTIES AS OF THE DATE SIGNED BY FRANCHISOR ("COMMITMENT EFFECTIVE DATE"). THE FRANCHISE COMMITMENT AGREEMENT IS VOIDABLE BY YELP IF NOT ACCEPTED BY FRANCHISOR AND RECEIVED BY YELP WITHIN THE CALENDAR MONTH IN WHICH IT IS SENT TO FRANCHISOR.

In order to improve the flow and accuracy of communication between Yelp and the Franchisor's affiliates, Yelp requires that Franchisor's primary contact(s) with Yelp be identified as the "Primary Contact" in this Client Information sheet. Client's Primary Contact(s) will act as the point of contact between Franchisor and Yelp. All communication from Franchisor and its affiliates to Yelp must be aggregated prior to contacting Yelp. Franchisor may update the Primary Contact person(s) at any time by providing written notice, including email, to Franchisor's Account Manager at Yelp.

Franchisor Primary Client Contact Information ("Franchisor" or "Client"):

Franchisor or Business name: Ebby Halliday, Realtors

Primary Contact name: Becca Adams

Email: becca@ebby.com

Phone: 972-980-6620

FRANCHISOR SIGNATURE:

Date: 10/6/14

Title: Marketing Coordinator

Print Name: Rebecca Adams

Client Signature: 

PURCHASE ORDER COMMITMENT

North America

Franchisor will provide Yelp with a contact list of its Franchisees solely for the purpose of Yelp contacting the Franchisees to offer them the below Ad Programs at the below fees. Franchisor will complete and submit a Franchisee location list inclusive of all contact information (name, business cell phone, business phone, email, address) for each of their potential Franchisee Advertisers. Franchisor will provide Yelp with a single point of contact (Primary Client Contact) that must be a direct employee of Franchisor (no agency contacts or third party representatives). Franchisor will include the Franchise Commitment Agreement, including the Advertising Agreement (Franchisee), along with an email to Franchisees explaining that the below Ad Program options are part of an approved marketing program with Yelp. Franchisor will schedule one conference call or webinar between Franchisees and Yelp for the purpose of facilitating discussion between Yelp and the Franchisees.

☐ Multiple Locations* (Location List Attached)

Ad Program Pricing Commitment			
Enhanced Profile	Number of Locations: 24	Price:	\$ 39.50 per month
Cost-Per-Click (CPC) Auction-based Pricing Program	Number of locations: 24	Maximum Bid Price:	\$ 5.00 per click
<input checked="" type="checkbox"/> Single Budget CPC (monthly budget across all locations)		Maximum CPC Budget Cap:	\$ 500.00 per month
Yelp will provide the following fee rates to Franchisor's Franchisees for a period of 12 months from the Commitment Effective Date. Sections IV, VII, IX, and X of the Master Advertising Terms shall apply to this Purchase Order.			
Option 1: Enhanced Profile with Competitor Ad Removal – Fixed Fees \$90 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$110 per month <input type="checkbox"/> Video Hosting - Additional Fixed Fees: \$20 per month			
Option 2: Enhanced Profile with Competitor Ad Removal – Fixed Fees \$75 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$225 per month <input type="checkbox"/> Video Hosting - Additional Fixed Fees: \$16 per month <input type="checkbox"/> Video Hosting and Production - Additional Fixed Fees: \$50 per month			
Option 3: Enhanced Profile with Competitor Ad Removal – Fixed Fees \$60 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$440 per month <input type="checkbox"/> Video Hosting - Additional Fixed Fees: \$12 per month <input type="checkbox"/> Video Hosting and Production - Additional Fixed Fees: \$40 per month			
Option 4: Enhanced Profile with Competitor Ad Removal – Fixed Fees \$40 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$710 per month <input type="checkbox"/> Video Hosting - Additional Fixed Fees: \$8 per month <input type="checkbox"/> Video Hosting and Production - Additional Fixed Fees: \$30 per month			
Option 5: Enhanced Profile with Competitor Ad Removal – Fixed Fees \$20 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$980 per month <input type="checkbox"/> Video Hosting - Additional Fixed Fees: \$4 per month <input type="checkbox"/> Video Hosting and Production - Additional Fixed Fees: \$20 per month			
Maximum CPC Bid Price varies by location. See Advertising Agreements (Franchisee) for details.			
Summary			
Total Number of Locations: 24 Service Start Date: 10/15/2014 Commitment Period: 12 months from Service Start Date** Automatic Renewal: None		Total Monthly Fixed Costs: \$ 948.00 Total Monthly CPC Budget: \$ 500.00 Early Termination Fee: \$ 1,896.00	
Payment Type: Client to pay in arrears monthly by credit card Payment Frequency: Monthly Payment Currency: USD Yelp Salesperson: Kristen Cozza		Estimated Total Locations: 1,200	
Additional Terms			
Franchisor is not liable for Franchisee Clients' obligation under any Franchisee Advertising Agreement or Purchase Order executed by a Franchisee. Franchisor grants Yelp a limited, non-exclusive, non-transferable, royalty-free license to use Franchisor's trademarks solely to communicate with Franchisees in connection with the terms of this Agreement. Franchisor represents and warrants that Franchisor has the contractual right, between Franchisor and its Franchisees, to access its Franchisees' business owner accounts on Yelp and control the content of Franchisees' business listings on Yelp. Franchisor agrees to indemnify, defend, and hold harmless Yelp, its employees, agents, and affiliates, for any Third Party Claim, including a claim made by any Franchisee, arising out of or in connection with a breach of that representation and warranty. If a Franchisee has opted-in to one of the Ad Programs available under this agreement, that Franchisee's request to modify the content of its listing(s) shall be subject to the approval of Franchisor. For the purpose of clarity, this agreement does not grant Franchisees or Franchisor any control over the reviews displayed on Client's listing or the application of Yelp's Terms of Service and Content Guidelines.			

*Multiple Locations: Additional location listings, as well as specific location pricing, are attached as a schedule to this Purchase Order. The Ad Program and Fees in the same row as the referenced additional listings shall apply to the listings in such attached schedule. If additional locations are subsequently added to this Purchase Order, the new attachment listing the additional locations must be emailed to and accepted by your Yelp Account Representative.

**Early Termination Fee applies if Client terminates prior to end of Commitment Period. "Early Termination Fee" is equal to the fixed cost for two months, as a result of the early termination of a Purchase Order prior to the end of the Commitment Period, or as otherwise set forth above in the Purchase Order form.

Ad Program Descriptions

Enhanced Profile Program: allows Client to access premium features in connection with its business profile page, such as competitive ad removal, photo slideshow, and account support.

Cost-Per-Click ("CPC") Auction-based Auto-bidding Program: Yelp delivers a variable and unguaranteed number of ad impressions to the Site to promote Client's business, as determined at Yelp's sole discretion based on available inventory and other factors, and Client pays Yelp for the number of clicks during a given period of time. A "click" occurs when a Site user clicks on an ad impression. Yelp establishes a minimum bid price per click, which is the least the Client would pay for a click and which Yelp may change at any time. If there are no competing advertisers, Client pays the minimum bid price. If there are competing advertisers, the winning advertiser will pay the minimum amount of money necessary to beat the second-place advertiser, based on relevance and bid price. Client agrees to allow Yelp to implement an auto-bidding strategy whereby Client's bid price per click varies based on relevance, competition, and other factors, in an effort to maximize the number of clicks an advertiser receives.

Video Hosting Feature: Client must provide a video that the Client has the rights to display on the Yelp Site, subject to Yelp's specifications and guidelines. Yelp will host the video for the duration of the associated Ad Program.

MASTER ADVERTISING TERMS

I. Ad Programs

Yelp Inc. ("Yelp") will use commercially reasonable efforts to provide the advertising services which Client (also referred to as "you" and "your") purchases from Yelp from time to time ("Ad Programs") in connection with Yelp's websites, mobile applications, and other properties (including other third party properties that the parties may agree upon in writing) ("Site") pursuant to these Master Advertising Terms (the "Terms"). Each such purchase will be set forth in a purchase order agreed to in writing by both parties which sets forth the Ad Programs being purchased, applicable fees, the date the Ad Program starts ("Service Start Date"), the duration of the advertising commitment ("Commitment Period"), and any renewal terms, among other information ("Purchase Order"). Each agreed upon Purchase Order is governed by and incorporated into these Terms, and Client's initial Purchase Order is hereby attached hereto. Yelp may at any time replace the features associated with any Ad Program with features of substantially similar value. An "ad impression" is a single display of an advertisement on the Site which incorporates content provided by Client and/or the Site's users. An "ad click" is a single instance for which Yelp records that a user clicked on an ad impression. A "user view" is a single instance for which Yelp records that the Site, or a particular page or portion of the Site, was accessed or viewed.

II. Fees and Payment

Client will pay Yelp the fees specified in each Purchase Order for the duration of its term. The fees are fixed for the duration of the Commitment Period specified in each Purchase Order, but may be modified by Yelp thereafter by providing one (1) month's prior written notice to Client. All fees are net of any taxes Client may be required to pay in its taxing jurisdiction. Payments are due in advance of the period for which they apply, or as otherwise set forth in the applicable Purchase Order. Unpaid amounts or errors may be billed in subsequent invoices. If Client's payment method fails or Client's account is past due, Yelp may collect past due amounts using other collection mechanisms, and Client agrees to pay all expenses associated with such collection, including reasonable attorneys' fees.

IF CLIENT PROVIDES YELP WITH CREDIT CARD, DEBIT CARD, OR BANK ACCOUNT INFORMATION, CLIENT AUTHORIZES YELP TO USE SUCH PAYMENT INFORMATION TO AUTOMATICALLY CHARGE CLIENT ON A RECURRING BASIS TO COLLECT ALL FEES DUE HEREUNDER. CLIENT REPRESENTS THAT HE OR SHE IS AUTHORIZED TO INCUR CHARGES AGAINST THE PAYMENT CARD USED TO PURCHASE AD PROGRAMS. THE FORM OF PAYMENT CANNOT BE CHANGED OR ALTERED UNLESS ALL AMOUNTS DUE UNDER THE TERMS HAVE BEEN PAID IN FULL OR OTHERWISE AGREED TO BY THE PARTIES IN WRITING.

III. Representations and Warranties

Each party represents and warrants to the other that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized; all contact and entity information is complete, correct and current, and the execution and delivery of the Terms, and the performance of the transactions contemplated hereby, are within its corporate powers, and have been duly authorized by all necessary corporate action.

Client represents and warrants to Yelp that any information or materials that Client provides in connection with Ad Programs ("Advertising Materials") will (a) be true and complete, (b) not contain any material which violates Yelp's content guidelines or which is otherwise unlawful, defamatory or obscene, or which infringes or violates any third-party rights (including any intellectual property rights or privacy or publicity rights) or which may encourage a criminal offense or otherwise give rise to civil liability and (c) comply with all applicable laws and regulations in its performance of the Terms (including all applicable privacy / data protection laws and regulations and laws related to Promotions). "Promotions" are any contest, sweepstakes, coupon or other promotion appearing on or promoted through the Site by Client. Yelp reserves the right to reject or remove any Advertising Materials at its sole discretion, and to alter any Advertising Materials to conform to technical specifications.

Client further represents and warrants to Yelp that Client will not, and will not authorize or induce any other party, to: (x) generate automated, fraudulent or otherwise invalid ad impressions, inquiries, conversions, ad clicks or other actions; (y) use any automated means or form of scraping or data extraction to access, query or otherwise collect Yelp content and reviews from the Site, except as expressly permitted by Yelp or (z) use any Yelp trademarks in any manner without Yelp's prior written consent. All rights not expressly granted to Client hereunder are reserved by Yelp.

IV. Information About and Use of the Site

The Site allows consumers to post ratings and reviews about businesses like Client's. Purchasing Ad Programs does not impact ratings or reviews. The Site employs automated software in an effort to showcase the most reliable and useful reviews while displaying other reviews less prominently. Client understands that while Yelp uses such automated software to identify potentially less helpful reviews, the software may sometimes suppress legitimate

reviews or fail to detect illegitimate reviews. Client's purchase of Ad Programs will not influence the automated software or otherwise allow or enable Client, directly or indirectly, to alter reviews or impact whether, where, or how reviews appear on the Site. Yelp disclaims all liability arising from Yelp's access to Client's account on Client's behalf in order to make changes or post information to the Site ("Client Instructions"). It is Client's responsibility to confirm that Client Instructions are executed as requested. Client's use of the Site, including any use by someone else acting on Client's instructions, is governed by the Terms of Service, which can be accessed through the "Terms of Service" URL located at the bottom of your business profile page.

V. Term and Termination

These Terms will become effective between the parties as of the date Client executes the Advertising Agreement (the "Effective Date"). Each Purchase Order will become effective on the date of the Client's signature, and will remain in effect until terminated as provided below. Client may terminate a Purchase Order effective at the end of its Commitment Period or any renewal period by providing written notice to your Yelp account representative on or before the 15th day of the month in order for the Purchase Order to terminate at the end of that month. If Client provides written notice after the 15th day of the month, then the Purchase order will terminate at the end of the following month. If a subsequent Purchase Order is executed between the parties, then the older Purchase Order shall terminate on the latest Purchase Order's Service Start Date in order to prevent having two (2) or more Purchase Orders effective at the same time, unless otherwise agreed upon by the parties in the Purchase Order. Unless otherwise terminated as provided under the Terms, the Terms will automatically expire six (6) months after the termination or expiration of the last surviving Purchase Order.

RECOGNIZING THE UP-FRONT SALES, SETUP, AND OPPORTUNITY COSTS THAT YELP BEARS IN CONNECTION WITH CLIENT PURCHASE ORDERS, AS WELL AS OTHER DAMAGES WHICH BEAR A REASONABLE RELATIONSHIP TO THE RANGE OF ACTUAL DAMAGES THAT, AS OF THE EFFECTIVE DATE, THE PARTIES ANTICIPATE WOULD FLOW FROM AN EARLY TERMINATION BY CLIENT, CLIENT AGREES TO PAY THE EARLY TERMINATION FEE SET FORTH IN ANY PURCHASE ORDER, IF CLIENT TERMINATES SUCH PURCHASE ORDER AFTER THE EFFECTIVE DATE AND BEFORE THE END OF ITS COMMITMENT PERIOD.

Yelp may terminate any Purchase Order or the Advertising Agreement at any time for any or no reason without liability, effective immediately, by providing written notice to Client. In the event of such termination, Client will immediately pay all unpaid fees through the date of termination, and Yelp will reimburse any fees that were prepaid for Ad Programs to be rendered after the date of such termination.

VI. YELP'S DISCLAIMER OF WARRANTIES

CLIENT ACKNOWLEDGES AND AGREES THAT AD PROGRAMS ARE PROVIDED TO CLIENT ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YELP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE AD PROGRAMS AND EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, YELP SPECIFICALLY DISCLAIMS ALL WARRANTIES AND GUARANTEES REGARDING (I) THE PERFORMANCE, QUALITY AND RESULTS OF THE AD PROGRAMS, INCLUDING AD CLICK RATES, CONVERSIONS, AND ANY USER-GENERATED CONTENT THAT APPEARS IN YOUR AD PROGRAMS, (II) the accuracy of the information and metrics that yelp provides in connection with the site or Ad Programs (e.g., TRAFFIC, VIEWS, VISITORS, USERS, DEMOGRAPHICS, AND BEHAVIORAL INFORMATION ABOUT VISITORS AND USERS), AND (III) the placement, CONTENT, PROMOTIONAL VALUE, QUALITY, TIMING, OR NUMBER of Ad IMPRESSIONS. YELP SHALL NOT BE LIABLE FOR NON-PERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL. WHILE YELP WILL TRY TO TARGET AD IMPRESSIONS TO PARTICULAR USERS, TYPES OF USERS, USER LOCATIONS, USER QUERIES, OR OTHER USER BEHAVIORS, YELP MAY NOT BE ABLE TO ACHIEVE A CLIENT'S SPECIFIC EXPECTATION OF ACCURATE AD TARGETING.

VII. LIMITATIONS OF LIABILITY

(a) THIRD PARTIES MAY INADVERTENTLY OR FOR FRAUDULENT OR IMPROPER PURPOSES GENERATE AD IMPRESSIONS, USER VIEWS, CALLS OR AD CLICKS ("THIRD-PARTY ACTIVITY"), WHICH MAY IMPACT THE FEES YOU PAY YELP AND THE PERCEIVED EFFECTIVENESS OF AD PROGRAMS. CLIENT ACCEPTS THE RISK OF THIRD-PARTY ACTIVITY WITHOUT LIABILITY TO YELP. AS SUCH, THE PARTIES AGREE THAT YELP HAS NO LIABILITY FOR CLAIMS ARISING FROM OR IN CONNECTION WITH THIRD-PARTY ACTIVITY EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, IN WHICH CASE YELP'S MAXIMUM LIABILITY AND CLIENT'S EXCLUSIVE REMEDY IS A REFUND IN THE FORM OF REPLACEMENT ADVERTISING SERVICES ON YELP EQUAL TO THE NUMBER OF THIRD-PARTY ACTIVITY. TO THE EXTENT THAT YELP ITSELF INADVERTENTLY GENERATES AD IMPRESSIONS, USER VIEWS, OR AD CLICKS, YELP'S MAXIMUM LIABILITY AND CLIENT'S EXCLUSIVE REMEDY IS A REFUND IN THE FORM OF REPLACEMENT ADVERTISING SERVICES EQUAL TO THE NUMBER OF SUCH INVALID AD IMPRESSIONS, USER VIEWS, OR AD CLICKS, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW. YELP'S MAXIMUM LIABILITY AND CLIENT'S EXCLUSIVE REMEDY IN THE EVENT OF ANY UNDER-DELIVERY OF AD IMPRESSIONS IN ANY GIVEN MONTH IS, AT YELP'S SOLE DISCRETION, FOR YELP TO EITHER (I) DELIVER THE SHORTFALL OF AD IMPRESSIONS IN SUBSEQUENT MONTHS OR (II) PROVIDE A REFUND OF THE OVERCHARGED AMOUNT, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW.

(b) FOR ALL OTHER CLAIMS ARISING FROM, RELATED TO, OR IN CONNECTION WITH A PURCHASE ORDER, AD PROGRAMS, OR THE TERMS THAT ARE NOT EXPRESSLY ADDRESSED IN SECTION VII (a) ABOVE, YELP'S (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, AND EMPLOYEES) MAXIMUM AGGREGATE LIABILITY AND CLIENT'S EXCLUSIVE AGGREGATE REMEDY IS THE TOTAL FEES PAYABLE TO YELP HEREUNDER DURING THE SPECIFIED COMMITMENT PERIOD EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(c) OTHER THAN AS MAY BE CONTAINED IN AN EARLY TERMINATION FEE INDICATED IN A PURCHASE ORDER, NEITHER PARTY NOR ITS AFFILIATES, DIRECTORS, OFFICERS, AND EMPLOYEES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE, OR INTERRUPTION OF BUSINESS) ARISING FROM, RELATED TO, OR IN CONNECTION WITH A PURCHASE ORDER, THE AD PROGRAMS, THE SITE, OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION VII SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY ARISES OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY.

VIII. Indemnification

Client will indemnify, defend, and hold Yelp and its officers, directors, agents, and employees harmless from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including but not limited to attorneys' fees and court costs) (collectively a "Third Party Claim") arising out of or in connection with (i) the Advertising Materials, Client Instructions, or Client's use of Ad Programs, (ii) any breach of representations or warranties provided under these Terms by Client in Section III, (iii) any Promotion, including any claims for any violation by the Promotion of any applicable law, rule or regulation, (iv) Client's products or services or the provision thereof to end users or (v) if applicable, failure to obtain the consent from all parties to recorded phone calls originating from the Tracking Numbers if you have enrolled in the Pay-Per-Call Program. Yelp will notify Client promptly of any Third Party Claim for which it seeks indemnification and will permit Client to control the defense of such Third Party Claim with counsel chosen by Client; provided, that Client will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Yelp without Yelp's prior written consent.

IX. Choice of Law and Arbitration

(a) Any claim, controversy, cause of action or dispute that might arise between Client and Yelp ("Claim") will be exclusively governed by laws of the United States of America and the State of California consistent with the Federal Arbitration Act without regard to conflict of law provisions or giving effect to any principles that may provide for the application of the laws of another jurisdiction. Client agrees that any subpoena, third-party discovery request, or other third-party process directed to Yelp must issue from, or be domesticated by, the state or federal courts located within San Francisco County, California.

(b) All Claims must be exclusively and finally resolved and settled by final and binding arbitration administered by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before a single arbitrator who is a member of the AAA. Arbitrations will be held in San Francisco, California, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitrator will issue a ruling in writing, and will detail all findings of fact and law upon which the ruling was made. The arbitrator will not have the power to commit errors of law or legal reasoning, and the ruling may be vacated or corrected on appeal to a court of competent jurisdiction for such errors. The arbitrator's ruling will otherwise be final and binding on all parties, and may be entered in any court of competent jurisdiction. NOTWITHSTANDING THE FOREGOING, FOR ANY CLAIM WHICH IS NOT SUBJECT TO ARBITRATION, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA.

(c) CLIENT AND YELP AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH CLIENT AND YELP AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A CLAIM IMPLICATES THIS SUBSECTION (C), AND THIS SUBSECTION (C) IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL BY A COURT, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

X. Miscellaneous

(a) Any of Client's terms or conditions which are in addition to or different from those contained in or added by way of interlineation to the Terms or any Purchase Order as originally provided to Client by Yelp which are not separately expressly agreed to in writing by both parties are deemed material and are hereby objected to and rejected by Yelp. No conditions, printed or otherwise, appearing on other contracts, orders or copy instructions which conflict with, vary, or add to these Terms will be binding on Yelp, and any conflicting or additional terms contain in any other documents or oral discussions are void. The Advertising Agreement embodies the entire and exclusive agreement between the parties respecting the subject matter herein, and supersedes any and all prior related oral, emailed or written representations and agreements between the parties. No statements or promises by either party have been relied upon in entering into the Advertising Agreement, except as expressly set forth herein. Each party shall not disclose the terms or conditions of the Advertising Agreement to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation.

(b) Anyone agreeing to the Advertising Agreement on behalf of Client represents and warrants that it has full legal power and authority to enter into the Advertising Agreement, perform its obligations hereunder, and authorize the fee payments set forth in the Purchase Order(s).

(c) Notices under the Advertising Agreement must be in writing and sent via the following methods. Yelp may provide effective notice to Client by facsimile, registered or certified mail, commercial courier or by sending an email to the email address specified in the Client Information section, and the notice will be deemed received when received by Client, but any event no later than two (2) days after dispatch by Yelp. Any notices sent by Client to Yelp will be sent via registered or certified mail, or commercial courier to its General Counsel at Yelp Inc., 140 New Montgomery Street, San Francisco, California, 94105, and will be deemed received when such notice is received by Yelp.

(d) Any conflict among the Terms, TOS, and Purchase Orders will be resolved first in favor of the Purchase Orders (most recent first, if applicable), then the Terms, and then the TOS. The Advertising Agreement may not be amended or modified except as agreed upon in writing by the parties. No provision in the Advertising Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. Client may not assign any rights or obligations under the Advertising Agreement without Yelp's prior consent, and any purported assignment by Client shall be void. If any provision of the Advertising Agreement is held to be invalid or unenforceable, the parties will either substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision or strike such provision without further prejudice to the Advertising Agreement such that all remaining provisions of the Advertising Agreement shall remain in full force and effect. Sections VI, VII, VIII, IX, and X of the Terms will survive any termination of the Advertising Agreement.

[END TERMS]