

Exhibit A

yelp! Featured Business Program Agreement (last rev: 12/7/07)

This agreement ("Agreement"), which is effective on the date signed by Customer below (the "Effective Date"), governs the relationship between Yelp! Inc. ("Yelp") and Sofa Outlet (the "Customer"), and all terms contained in this Agreement relate to Yelp's Featured Business Program.

I. Definitions

An "Ad Impression" is a single display of Customer's advertisement on Yelp's website (www.yelp.com), as measured by Yelp's tracking system. An "Enhanced Business Profile" means Yelp's basic "Business Profile" page, as well as additional features that are subject to change at any time, including slideshow, message, announcement, and featured review capabilities.

II. Featured Business Program Services

Yelp shall provide Customer with an Enhanced Business Profile page, and shall use commercially reasonable efforts to deliver 2,000 Ad Impressions for Customer each month (together, the "Services").

III. Payment

A. Customer shall pay the fees set forth herein for the Services ("Service Fees"). During the Initial Term (defined below), the Service Fees are \$ 350 per month. Following the Initial Term, Yelp may increase the Service Fees at any time, provided Customer receives notice prior to the month in which such new Service Fees are to become effective.

B. Payment shall be made according to the payment schedule set forth beneath the signatures below. For each payment date, payment shall be due in advance for Service Fees that will accrue before the next scheduled payment date (the "Payment Total"). Unpaid amounts or errors may be billed on subsequent dates. Late payments may be assessed a penalty of up to 1% per month. Customer agrees to pay any associated collection fees.

C. If a credit or debit card is selected as the preferred payment method below, Yelp will automatically charge Customer's card the applicable Payment Total for each scheduled payment date listed in the payment schedule below, if the card is declined. Customer shall provide Yelp with an alternative valid card.

IV. Term and Termination

A. Unless earlier terminated as set forth herein, this Agreement shall have an Initial 3 month term (the "Initial Term"), beginning on the Effective Date. Thereafter, this Agreement shall automatically renew for additional one (1) month periods unless either party provides written notice to the other party of its intent to terminate as set forth in Section IV(C).

start date 2/1/08

B. In the event that Customer terminates this Agreement at any time during the Initial Term, Customer shall be charged for all monthly Service Fees for the remainder of the Initial Term at the time of termination.

C. After the Initial Term, Customer may terminate the Agreement at any time by providing written notice to Yelp. Upon receipt of such notice, Yelp will terminate the Agreement at the end of the month in which notice was received. Termination of the Agreement by Customer shall not relieve Customer of its obligation to pay for Services for the then-current complete month. Yelp may terminate the Agreement at any time by providing written notice to Customer.

V. Use of Customer Information

Customer grants permission for Yelp to use Customer's name, listing, and other information in promotions and on Yelp's website.

VI. Warranties, and Limitation of Liability

A. LIMITATION OF LIABILITY. WHETHER OR NOT YELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, YELP OR ITS LICENSORS SHALL NOT BE LIABLE IN RESPECT OF ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESSED WARRANTY OR CONDITION, OR OTHERWISE BE LIABLE IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, HOWEVER CAUSED, WHICH ARISES OUT OF OR IN CONNECTION WITH THE SERVICES, YELP WEBSITE, YELP USER REVIEWS, OR OTHERWISE UNDER THIS AGREEMENT. YELP'S MAXIMUM LIABILITY FOR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE THE AGGREGATE FEES PAID OR PAYABLE TO YELP HEREUNDER, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW.

B. NO WARRANTY. YELP MAKES NO WARRANTIES, NEITHER EXPRESS NOR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

VII. Indemnification

Customer shall indemnify, defend, and hold harmless Yelp and its officers, directors, agents, and employees, from and against any third party action based in whole or in part on the Services, Customer's relationship with Yelp or any of Yelp's users, or Customer's use of Yelp's website.

VIII. Privacy Policy and Terms of Service

Customer's relationship with Yelp is also governed by Yelp's Terms of Service, currently located at <http://www.yelp.com/static/terms>, the terms of which are incorporated herein by reference.

IX. Miscellaneous

This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior related agreements between the parties. This Agreement shall not be amended or modified except in writing. Customer may not assign this Agreement without Yelp's consent. If any provision of this Agreement is held to be invalid or unenforceable, the parties shall substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision. This Agreement shall be governed by and construed in accordance with law of California without regard to conflicts of laws provisions thereof. The parties consent to jurisdiction and venue for actions related to the subject matter hereof in the state and federal courts located in San Francisco County, California.

PLEASE FAX THIS AGREEMENT BACK TO 415 998 3628

Print Name (Yelp) Jonathan Christison Signed [Signature] Date 1-25-08

Print Name (Customer) Sofa Outlet Signed [Signature] Date 1-29-08

Preferred Payment Method REDACTED Customer Email Address REDACTED

Credit Card # REDACTED Expiration: 03-09 Full Name on C REDACTED

Billing address REDACTED City REDACTED State REDACTED Zip REDACTED

Payment Schedule Monthly