

LICENSE AGREEMENT (for Vendor)

This License Agreement (this “Agreement”), is made and entered into as of the Choose an item. day of Choose an item., 2021 (the “Effective Date”), by and between Ashley Furniture Industries, LLC., a Wisconsin limited liability company (“Ashley”), and Click or tap here to enter text., a Choose an item. (“Vendor”).

RECITALS

Ashley or affiliates of Ashley sell home furnishing products at wholesale to retailers for retail sale (each a “Retailer” and collectively the “Retailers”). In addition, Ashley has authorized other entities to sell home furnishing products pursuant to a retail concept and brand that is licensed to such entities by Ashley or an affiliate of Ashley (each an “Licensee Retailer” and collectively the “Licensee Retailers”). This Agreement applies solely to Licensee Retailers. Vendor desires to provide the Services (as defined below) to Licensee Retailers. Ashley is willing to authorize Vendor to offer and provide the Services to Licensee Retailers and to provide Vendor with a limited license to use Ashley-supplied content for use in connection with offering the Services to Licensee Retailers on the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. **Authorization.** Subject to the terms and conditions set forth in this Agreement, Ashley authorizes Vendor to provide the services specifically set forth on Exhibit A attached hereto (the “Services”) to each interested Licensee Retailer that enters into a separate written agreement with Vendor. Services shall not include services not specified in Exhibit A, whether or not such services are related or ancillary to the specified services, and shall only include media (e.g., print, web, television) specified in Exhibit A. Ashley may revoke Vendor’s License (as defined in Section 3(a) below) with respect to any or all Licensee Retailers at any time in its sole discretion by notice to Vendor and without any liability to Vendor. Upon delivery of notice, Vendor shall immediately discontinue use of the Licensed Materials (as defined in Section 3(b) below) in the Services for the applicable Licensee Retailer(s). Vendor acknowledges it is responsible for ensuring that its agreement with each Licensee Retailer permits Vendor to comply with the requirements of this Section 1.

2. **Responsibility with respect to the Services.** Vendor shall be solely responsible for ensuring that the Services comply with all laws, regulations, decrees, directives, orders, and industry mandates applicable to the Services, including those that relate to the collection, use and security of information about consumers, including (without limitation) name, address, phone number, email address, and financial and credit information (collectively, “Personal Data”). Personal Data also includes information that, alone or in combination with other data, could be used to identify individuals, such as email addresses, IP addresses and clickstream and other behavioral tracking data. In performing the Services, Vendor shall employ, at a minimum, industry standard data and system security measures for securing Personal Data so as to reasonably ensure that Personal Data is not lost or stolen, or otherwise used, modified or accessed by a person not authorized to access the Personal Data. Under no circumstances shall Vendor disclose, provide, or otherwise make Personal Data available to anyone other than the Licensee Retailer for whom it was collected; provided, however, that Vendor shall provide Personal Data to Ashley if the applicable Licensee Retailer directs Vendor to do so. Additionally, Vendor shall provide the Services in a manner that complies with payment processing network rules and requirements, if applicable.

3. Licensed Materials.

a) Ashley grants Vendor a limited, non-transferable, non-sublicenseable (except to Licensee Retailers solely in connection with the Services), non-exclusive license during the term of this Agreement to use, host, copy, transmit, publish and display the Licensed Materials for the sole purpose of providing the Services to Licensee Retailers (the "License"). Subject solely to the limited license granted in this Section 3(a), Ashley expressly reserves all rights relating to the Licensed Materials (as defined below) and Vendor acquires no right, title, or interest in or to the Licensed Materials. Vendor shall comply strictly with Ashley's directions regarding the form and manner of use of the Licensed Materials. Vendor acknowledges that Ashley owns the Licensed Materials. Any goodwill derived from Vendor's use of the Licensed Materials shall inure to the benefit of Ashley. If Vendor acquires any rights in the Licensed Materials, by operation or law or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Ashley without further action by the parties. Vendor agrees not to dispute or challenge or assist any third party in disputing or challenging Ashley's rights in and to the Licensed Materials. Upon termination of this Agreement, Vendor shall, and shall cause its agents, employees, former employees or subcontractors to, immediately cease any and all use of the Licensed Materials. Vendor shall, and shall cause its personnel, former employees, agents or subcontractors to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by Ashley to effectuate any of the provisions or purposes of this Section, or otherwise as may be necessary or useful for Ashley to prosecute, register, perfect, record or enforce its rights in or to any Licensed Materials or any intellectual property right therein, and Vendor hereby appoints Ashley as Vendor's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Vendor refuses, or within a period deemed reasonable by Ashley otherwise fails, to do so.

b) "Licensed Materials" means any, current or as amended from time to time, material, trademarks, trade names, domain names, URLs, images, other content supplied by Ashley and licensed to Vendor by Ashley under the terms of this Agreement, including without limitation trademarks, photographs, digital and computer-generated images including, without limitation, 3D images, product packages, retail kits, and product descriptions, text, graphics, logos, images, video, data and all Reproductions (as defined below). Any reference in this Agreement to the Licensed Materials shall be to each individual item within the Licensed Materials and also to the Licensed Materials as a whole.

c) "Reproduction" means any form of copying or publication of the whole or a part of any Licensed Materials, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of the Licensed Materials, and the creation of any derivative work from, or that incorporates, the Licensed Materials.

d) Vendor's right to use the Licensed Materials is further limited as follows:

i. Vendor shall not use the Licensed Materials except pursuant to and in compliance with this Agreement and all applicable standards, specifications, operating procedures, style guidelines, and other requirements prescribed by Ashley from time to time.

ii. Vendor shall not publish or display on behalf of a Licensee Retailer, or enable a Licensee Retailer to publish or display, any Licensed Materials for products that the Licensee Retailer is not authorized to purchase from Ashley. Vendor shall comply with product blocking information provided by Ashley from time to time.

iii. Vendor shall not distort, alter, crop, or manipulate the whole or any part of the Licensed Materials, or create any derivative work from, or that incorporates, the Licensed Materials, except that Vendor may resize images for purposes of publication and change the size and font of text, but in each case solely in accordance with the standards, specifications, operating procedures, style guidelines, and other requirements prescribed by Ashley from time to time. For purposes of clarification, and not in limitation of the preceding sentence, Vendor shall not edit, supplement, or change any product descriptions or other text included in the Licensed Materials, and Vendor shall not modify Ashley's logos

or trademarks in any manner. (For example, Vendor shall not change the proportion, color, or font of any of Ashley's logos or trademarks.)

iv. Vendor shall not make any claims regarding Ashley's products that are different from or in addition to the product descriptions included in the Licensed Materials.

v. Vendor shall display the ®, ™, © or other symbols identifying Ashley as the owner of the Licensed Materials in accordance with Ashley's use guidelines. Vendor shall use or display a trademark solely in connection with the Ashley products to which the trademark applies (e.g., the A-ASHLEY FURNITURE INDUSTRIES mark shall not be displayed with a SIGNATURE DESIGN BY ASHLEY product).

vi. No trademark of Ashley or variation or misspelling thereof shall be used, in whole or in part, in any URL or domain name.

vii. Vendor shall not delete any metadata embedded in the Licensed Materials.

viii. Vendor shall not use the Licensed Materials in a way that is likely to lead a third person to believe that Vendor or the Licensee Retailer is in any way authorized to contract for, bind, or commit Ashley or its affiliates in any manner whatsoever, nor shall Vendor claim that it is an authorized or certified vendor of Ashley or its affiliates (whether using the words "authorized" or "certified" or using words of similar import).

ix. Vendor shall not directly or indirectly do, omit to do, or permit to be done, any act which will or may dilute the Licensed Materials or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensed Materials or Ashley or which will or may invalidate or jeopardize any registration of the Licensed Materials; or apply for, or obtain, or assist any person in applying for or obtaining any registration of the Licensed Materials, or any trademark, service mark, trade name, or other indicia confusingly similar to the Licensed Materials in any country.

x. The Licensed Materials shall not be incorporated into a logo, corporate ID, trademark, or service mark without obtaining the prior written consent of Ashley.

xi. Vendor shall not use the Licensed Materials, or any variations or misspellings thereof, in keyword bidding on search engines. Vendor shall not bid on any keyword or on any pay per click search engines where such keyword is one of Ashley's trademarks or any variation or misspelling of one of Ashley's trademarks. Vendor shall not bid on any word or term that is confusingly similar to any of Ashley's trademarks.

xii. Vendor shall not make, or permit to be made, pornographic, defamatory, or otherwise unlawful use of the Licensed Materials, whether directly or in context or juxtaposition with other material or subject matter. Vendor shall also comply with all applicable regulations and/or industry codes in connection with the use and publication of the Licensed Materials.

xiii. Vendor shall not display or publish whether directly or indirectly through affiliate marketing programs, the Licensed Materials on digital media including, without limitation, web sites and mobile apps, that promote sexually explicit material; promote violence or hate toward any persons or groups; promote illegal activities; promote alcohol, tobacco, or gambling or lotteries; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; contain material that is defamatory, fraudulent, or harassing to Ashley or any third party; or disparage Ashley's products, services, or stores.

xiv. Upon notice from Ashley, or upon Vendor's knowledge that any Licensed Materials may be subject to a claim of infringement of another's right, Ashley may require Vendor to immediately and at its own expense stop using the Licensed Materials and delete or remove the Licensed Materials from its premises, computer systems, and storage (electronic or physical).

e) Any use of the Licensed Materials in a manner not expressly authorized by this Agreement constitutes infringement, entitling Licensor to exercise all rights and remedies available to it under trademark, copyright, and other similar laws around the world. Vendor shall be responsible for any damages resulting from any such infringement, including any claims by a third party. Any unauthorized

use of the Licensed Materials by Vendor is a material breach of this Agreement and entitles Ashley to injunctive relief as specified in Section **Error! Reference source not found.** below.

4. [intentionally deleted]

5. Security. In order to enable Vendor to provide the Services hereunder, Ashley may provide Vendor, or Vendor may be exposed to, data and information stored on Ashley's computer hardware and software systems relating to such systems, Ashley's infrastructure and/or Ashley's customers, personnel, suppliers and/or vendors (collectively, "Ashley Data"). Vendor shall only access those systems, applications, or Ashley Data which it is expressly authorized by Ashley to access, even if the technical controls in the system or application do not prevent Vendor from accessing Ashley Data or functions outside of Ashley's authorization, and Vendor shall be responsible for any access not expressly authorized by Ashley. Vendor acknowledges that Ashley Data may comprise Confidential Information (as defined in Section 10 below) and/or trade secrets of Ashley and the obligations set forth in this Section are in addition to and not in lieu of other obligations applicable to Confidential Information under this Agreement. Vendor shall use Ashley Data solely to enable Vendor to meet its obligations hereunder to provide the Services and shall use Ashley Data for no other purpose whatsoever. Under no circumstances shall Vendor commingle Ashley Data with Vendor's data or the data of another person. Regardless of whether Ashley Data comprises Confidential Information and/or trade secrets of Ashley, Vendor agrees that it shall maintain all of Ashley Data in strict confidence, and shall not, except as otherwise permitted herein or expressly directed in writing by Ashley, copy, disclose, or use, or permit any unauthorized person access to, any Ashley Data. In addition to complying with these confidentiality requirements, Vendor shall, with respect to Ashley Data: (i) implement security practices that are consistent with best practices for information technology management to protect Ashley Data against unauthorized access, disclosure or use; (ii) notify Ashley immediately in the event of any actual or suspected unauthorized access to Ashley Data or unauthorized disclosure or use of Ashley Data; and (iii) fully cooperate with Ashley in the investigation of any such unauthorized access, disclosure and/or use. Vendor is responsible for all of its agents, employees or subcontractors accessing, disclosing or using Ashley Data and for all persons accessing, disclosing or using Ashley Data in Vendor's possession or control. In the event of (A) any unauthorized access to, or unauthorized disclosure or use of, Ashley Data in the possession or control of Vendor or Vendor's employees or subcontractors or (B) any unauthorized access to, or unauthorized disclosure or use of, Ashley Data by Vendor's agents, employees or subcontractors, Vendor shall reimburse Ashley for any and all damages it incurs as a consequence of the unauthorized access to, or unauthorized disclosure or use of, the Ashley Data. Vendor shall cease to access and use any Ashley Data received pursuant to or otherwise relating to the performance of the Services hereunder and promptly return all Ashley Data and all copies thereof to Ashley upon expiration or termination of this Agreement or at any other time upon request by Ashley. Notwithstanding anything herein to the contrary, Ashley Data may only be destroyed by Vendor in lieu of being returned to Ashley if Ashley authorizes such destruction, in writing, in advance.

6. Vendor Warranties. Vendor represents and warrants to Ashley that:

- a) it shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services;
- b) it shall only provide the Services to Licensee Retailers in jurisdictions in which it knows and has experience complying with the Laws (as defined in Section 6.c) below) and industry standards applicable to the Services;
- c) it is in compliance with, and shall perform the Services in compliance with, all applicable statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common law,

judgments, decrees, other requirements or rules of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction (collectively, "Laws"); and

d) neither the Services nor any Licensee Retailer's use thereof infringe or shall infringe any intellectual property right of any third party.

7. No Ashley Warranties. ASHLEY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ASHLEY SHALL NOT BE LIABLE TO VENDOR OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES, COSTS, OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF ASHLEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS, OR LOSSES. ASHLEY SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, OR LOSSES ARISING OUT OF OR AS A RESULT OF MODIFICATIONS MADE TO THE LICENSED MATERIALS BY VENDOR OR THE CONTEXT IN WHICH THE LICENSED MATERIALS ARE USED. IN NO EVENT SHALL ASHLEY'S AGGREGATE LIABILITY TO VENDOR (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH SUCH PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED \$100. VENDOR ACKNOWLEDGES AND AGREES THAT ASHLEY ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN ASHLEY AND VENDOR, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN ASHLEY AND VENDOR. VENDOR FURTHER ACKNOWLEDGES AND AGREES THAT ASHLEY IS NOT CHARGING FEES TO VENDOR FOR THE AUTHORIZATION GRANTED BY THIS AGREEMENT AND, THEREFORE, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REASONABLY AND APPROPRIATELY ALLOCATE RISK BETWEEN ASHLEY AND VENDOR.

8. Term and Termination.

a) The initial term of this Agreement shall commence on the Effective Date and continue in effect until terminated pursuant to this Section 8. Ashley may terminate this Agreement without cause and without liability or penalty at any time by giving Vendor written notice. Either party may terminate this Agreement if the other party does not cure a material breach of this Agreement within thirty (30) days after notice to the other party of the material breach, which notice shall include a reasonably detailed description of the alleged material breach and the requested curative action.

b) Upon expiration or termination of this Agreement for any reason, Vendor shall: (i) promptly deliver to Ashley all Licensed Materials and (ii) return to Ashley all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on Ashley's Confidential Information, permanently erase all of Ashley's Confidential Information from its computer systems, and certify in writing to Ashley that it has complied with the requirements of this clause. Sections 2, 3(e), 4, 5, 6, 7, 8(b), 9 through 16, 18, 19, and 20 shall survive any termination or expiration of this Agreement.

9. Indemnification. Vendor shall indemnify, defend and hold harmless Ashley, its affiliates and their respective directors, officers, employees and agents, from any and all third party claims, suits, actions, or proceedings (each, an "Action") arising from (i) Vendor's negligence or willful misconduct; (ii) tangible property damage, death, or bodily injury caused by Vendor's acts or omissions; (iii) Vendor's breach of any representation, warranty, or obligation set forth in this Agreement; (iv) a claim arising from or related

to the Services, or the use thereof by a Licensee Retailer, including (without limitation) claims that the Services infringe a third party's patents, copyrights, trademarks or other intellectual property or make unlawful use of a third party's trade secrets; (v) any modifications of the Licensed Materials not expressly permitted by this Agreement. Vendor shall not settle any Action in a manner that adversely affects the rights of Ashley without Ashley's prior written consent.

10. Confidential Information. "Confidential Information" means written or oral information provided by Ashley that a reasonable person knows or reasonably should understand to be confidential. Confidential information includes, without limitation, Ashley's transaction volume, sales data, customer information, supplier information, products, services, organizational structure and internal practices, and marketing and sales strategy, technology design, structure, functionality, and roadmap, product roadmap, technology and retail concepts and strategies, and other commercial strategies. Confidential Information does not include information to the extent that: (i) it is publicly available through no fault of the Vendor; (ii) such information is received from a third party not subject to any obligations of confidentiality with respect to such information; or (iii) Vendor independently developed it without reference to Confidential Information or can reasonably show that it possessed it before receiving it from Ashley. Vendor shall hold and protect Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. Vendor may not disclose Confidential Information to any person without the express prior written consent of Ashley; provided, however, that Vendor may disclose appropriate portions of Confidential Information to those of its personnel having a need to know the specific information in question, provided that all such personnel are informed of the confidential nature of the information and are contractually bound to maintain the confidentiality of such information in accordance with the terms of this Section. Notwithstanding the above, Vendor may disclose Confidential Information without violating the terms of this Section to the extent required to comply with a court order or other government demand that has the force of law, provided that, before doing so, Vendor must seek the highest level of protection available and, when possible, give Ashley prompt written notice before such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. The parties agree that the terms and conditions of this Agreement shall be treated as Confidential Information. The obligations under this Section shall survive termination of this Agreement for five (5) years.

11. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement is intended to create any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has the authority to contract for or bind the other party in any manner whatsoever.

12. Publicity. Neither party shall issue or release any public announcement, statement, press release or other publicity or marketing materials relating to this Agreement or the transactions contemplated hereunder, or otherwise use the other party's trademarks, services marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party, except that Ashley shall be permitted to promote the relationship contemplated by this Agreement to Licensee Retailers and to use Vendor's trademarks, service marks, trade names, and logos in connection with such promotions.

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

14. Amendment, Waiver and Assignment. This Agreement is subject to change by Ashley without prior written notice at any time, in Ashley's sole discretion. Ashley may inform Vendor of changes to this Agreement through media selected by Ashley in its sole discretion, including, without limitation, a web site designated by Ashley. Changes to this Agreement will be in effect as of the effective date referenced in the applicable amendment. Vendor's continued use of the Licensed Materials after the effective date referenced in an amendment will constitute Vendor's acceptance of and agreement to such changes. Except as otherwise provided in the preceding sentences of this Section 14, no amendment of this Agreement shall be effective unless it is in writing and signed by the parties. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. No waiver by either party of any breach of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. Vendor may not assign this Agreement, in whole or in part, or delegate or subcontract any of its obligations under this Agreement, without the prior written consent of Ashley.

15. Severability. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected and the provision held wholly or partly invalid or unenforceable shall be deemed amended to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein.

16. Choice of Law and Dispute Resolution Process. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, USA, without regard conflict of laws principles. Except as otherwise stated in this paragraph, each party commits that in the event a dispute, claim or controversy should arise under this Agreement or relating in any manner hereto, the parties agree to mediate their dispute prior to the commencement of arbitration or litigation in accordance with this paragraph. The mediation will be conducted either by an individual mediator or by a mediator appointed by a mediation services organization, agreed upon by the parties. Any mediation shall take place in Tampa, Florida, USA, unless otherwise agreed to by the parties. The costs of such mediation shall be equally divided between the parties. Such mediation shall be conducted by each party designating a duly authorized officer or other representative to represent the party, with authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All mediation proceedings shall be confidential, and no information exchanged in such mediation shall be discoverable or admissible in any arbitration or litigation involving the parties. If the parties cannot resolve the dispute, claim or controversy within sixty (60) days after conferring with the mediator, either party may submit such dispute, claim or controversy to arbitration as described below.

Except to the extent the parties elect to enforce the provisions of this Agreement by seeking equitable relief as provided below, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) that have not been settled by or are not otherwise subject to mediation as described above will be resolved by arbitration on an individual basis under the authority of the Federal Arbitration Act in Tampa, Florida, USA. Any arbitration proceeding may not be consolidated with any other arbitration proceeding, and Vendor agrees not to seek joinder of any of its claims with those of any other party. The arbitrator(s) shall have no authority to select a different hearing locale for the arbitration. The arbitrator(s) will have a minimum of five (5) years' experience in licensing or applicable law and will have the right to award specific performance of this Agreement. The proceedings will be conducted under the Commercial Arbitration

Rules of the American Arbitration Association, or the rules of such other arbitration services organization as the parties otherwise may agree upon in writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Federal Arbitration Act. The decision of the arbitrator(s) will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us. This paragraph will survive termination of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceeding, the parties will fully perform their respective obligations under this Agreement.

Notwithstanding the mediation and arbitration provisions above, if the Vendor breaches or threatens to breach any of the terms of this Agreement, Ashley will be entitled to equitable relief (such as injunctive relief or specific performance), without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until a final and binding determination is made by the arbitrator(s)..

17. Insurance. Vendor shall maintain the following insurance at its own expense during the term of this Agreement:

- a) statutory workers' compensation and employers' liability as required by statute including waiver of subrogation;
- b) commercial general liability with a bodily injury and property damage combined single limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate;
- c) auto insurance with combined single limit of \$1,000,000 per occurrence;
- d) professional liability insurance with combined single limit of \$3,000,000 per occurrence and \$3,000,000 aggregate; and
- e) cyber liability insurance with aggregate limit of liability of \$3,000,000.

All required insurance shall be from insurance carriers with a financial strength rating of A- or better and a financial size category rating of VII or better in the most current edition of the A.M. Best's Key Rating Guide. Vendor shall make Ashley a certificate holder and have Ashley named as an additional insured with respect to (b), (c), (d), and (e) above. Vendor's insurance policies shall provide for waiver of underwriter's subrogation rights against Ashley and Ashley's officers, directors, employees, subsidiaries and affiliates.

18. Injunctive Relief. Vendor acknowledges that its breach of this Agreement may cause Ashley irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Ashley shall be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Ashley may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

19. Notice. Except as otherwise provided in Section 14, all notices hereunder shall be in writing and shall be deemed to have been given: (A) when delivered by hand (with written confirmation of receipt); (B) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (C) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the respective parties at the addresses indicated on

the signature page of this Agreement (or at such other address for a party as shall be specified in a notice given in accordance with this Section).

20. Counterparts. If the parties sign this Agreement in counterparts, each shall be deemed an original but all counterparts together shall constitute one executed document. A signed copy of this Agreement delivered by facsimile or e-mail is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

[Signature page to License Agreement between Ashley and Click or tap here to enter text.*Click or tap here to enter text.]*

ACCEPTED AND AGREED:

Ashley Furniture Industries, LLC.

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICES:

Ashley Furniture Industries, LLC.

Attn: CEO

One Ashley Way

Arcadia, WI, U.S.A. 54612

With a copy to:

Ashley Furniture Industries, LLC.

Attn: Chief Legal Officer

1670 E. 8th Avenue

Tampa, FL, U.S.A. 33605

Click or tap here to enter text. Click or tap here to enter text.

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICES:

Click or tap here to enter text.

Attn: General Counsel

Exhibit A Services

See attached description of services to be provided by Vendor to Licensee Retailers using the Licensed Materials.

In-store Display Services

Vendor will provide Licensee Retailer(s) with a digital media distribution service that manages the display of digital content on Internet-connected in-store display monitors, tablets and kiosks.

Website Hosting Services

Vendor will provide retail website development and hosting services for Licensee Retailer(s).

Advertising and Promotion Services

Vendor will provide Licensee Retailer(s) with the following advertising and promotion services: *[digital advertising (e.g., email or social media marketing); print advertising; television advertising; producing promotional campaigns]*

Product Information Management Services

Vendor will provide Licensee Retailer(s) with product information management services consisting of providing a platform for gathering, storing, archiving, and providing electronic product data and related content and imagery. The platform will be accessible by Licensee Retailer(s) through a web-based application.