

## THIS AGREEMENT GOVERNS:

- YOUR RIGHT TO INSTALL, ACCESS, OR OTHERWISE USE AN API WITHIN A SOFTWARE APPLICATION, WEBSITE, OR PRODUCT YOU CREATE OR A SERVICE YOU OFFER DESIGNED TO PROVIDE ACCESS TO THE ASHLEY PRODUCT INFORMATION MANAGEMENT SYSTEM; AND
- YOUR RECEIPT AND USE OF INFORMATION ABOUT ASHLEY'S PRODUCTS.

BY ACCESSING THIS PORTAL, CLICKING A BOX INDICATING YOUR ACCEPTANCE, AND/OR RECEIVING AND USING THE LICENSED MATERIALS, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND WE EXPRESSLY PROHIBIT YOU FROM INSTALLING, ACCESSING, OR OTHERWISE USING ANY ASHLEY API OR RECEIVING AND USING THE LICENSED MATERIALS.

### 1. DEFINITIONS

"Action" means a third party claim, suit, action, or proceeding.

"Agreement" means this agreement and any exhibits, schedules, or addenda.

"API" means any form of machine accessible application programming interface that provides access to the Ashley Product Information Management System.

"Ashley" means Ashley Furniture Industries, Inc.

"Ashley Data" means 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.

"Ashley Product Information Management System" means the data management system through which Ashley provides Retailers and Service Providers with access to Ashley's product information, including Licensed Materials.

"Confidential Information" means information (regardless of the media through which such information is made available) provided or otherwise made available by Ashley that a reasonable person knows or reasonably should understand to be confidential. Confidential Information includes, without limitation, Ashley's pricing, financial, and marketing data, customer and supplier information, retail and supply chain strategies, and any API. Confidential Information does not include information to the extent that: (i) it is publicly available through no fault of Yours; (ii) such information is received from a third party not subject to any obligations of confidentiality with respect to such information; or (iii) You independently developed it without reference to Confidential Information or can reasonably show that You possessed it before receiving it from Ashley.

"Licensed Materials" means any copyrighted material, trademarks, trade names, domain names, URLs, images, other content supplied by Ashley and licensed to You by Ashley under the terms of this Agreement, including (without limitation) trademarks, photographs, and product descriptions, and all

Reproductions. 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.

“Licensee Retailers” means entities authorized by Ashley 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.

“Personal Data” means information about consumers, including (without limitation) name, address, phone number, email address, and financial and credit information. 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.

“Portal” means this web page and subsequent web pages accessible through this web page.

“Purpose” means the purpose(s) identified by You and authorized by Ashley in connection with your registration through this Portal.

“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.

“Retailers” means retailers located in the United States to whom Ashley or affiliates of Ashley sell home furnishing products at wholesale for retail sale.

“Service Provider” means a legal entity that provides the Services to Licensee Retailers and/or Retailers.

“Services” means the services specifically set forth in a separate written agreement between the Service Provider and each interested Licensee Retailer and/or Retailer. Services shall not include services not specified in the Service Provider’s separate written agreement with the applicable Licensee Retailer or Retailer, whether or not such services are related or ancillary to the specified services, shall only include media (e.g., print, web, television) specified in the separate written agreement, and shall be subject to Ashley’s prior written approval in each case.

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement together with affiliates of that company or entity which receive the Licensed Materials.

## 2. REGISTRATION.

You are required to provide to Ashley through this Portal information regarding You and the purpose(s) for which You seek to access and use the Ashley Product Information Management System and the Licensed Materials (“Registration Information”). You agree to provide Ashley with accurate and complete Registration Information, and to inform Ashley immediately of any updates or other changes to such information. Ashley may reject, terminate, or modify Your registration and the licenses granted under this Agreement at any time for any reason, in Ashley’s sole discretion by notice to You and without any liability to You. Upon delivery of notice, You shall immediately discontinue use of the API and the Licensed Materials and, if You are a Service Provider, the provision of the Services. If You are a Service Provider, You acknowledge that You are responsible for ensuring that Your agreement with each Licensee Retailer and Retailer permits You to comply with the requirements of this Section.

### 3. API LICENSE.

If Ashley accepts Your registration, Ashley will grant You a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable license to install, use, and make calls to the API solely for the Purpose and only as expressly permitted in this Agreement. Subject solely to the limited license granted in this Section 3, Ashley expressly reserves all rights relating to the API and You acquire no right, title, or interest in or to the API.

When using the API, You may not, and You will not allow any other person to:

- a) Use the API in a way that could impair, harm or damage Ashley, any Ashley service or application, or anyone's use of the API, service or application;
- b) Use the API to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, or networks connected to or which can be accessed via the API;
- c) Use the API or allow any end user to use the Ashley Product Information Management System in a way that violates applicable law, including:
  - i) Illegal activities, such as child pornography, gambling, piracy, violating copyright, trademark or other intellectual property laws;
  - ii) Intending to exploit minors in any way;
  - iii) Accessing or authorizing anyone to access the API from an embargoed country;
  - iv) Threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason; or
  - v) Violating applicable privacy laws and regulations;
- d) Reverse engineer, decompile or disassemble the API, except and only to the extent that applicable law expressly permits, despite this limitation;
- e) Use the API in any way that threatens the integrity, performance or reliability of the API or Ashley's product information management system, including performance or stress testing, or in any manner that works around any technical limitations in the API;
- f) Redistribute or resell or sublicense access to any Ashley service or content;
- g) Use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Portal, the Licensed Materials, the Ashley Product Information Management System, or any other Ashley service or application;
- h) Transmit or upload any item containing or embodying any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Portal, the Ashley Product Information Management System, or any other Ashley service or application; or
- i) create user accounts by automated means or under false or fraudulent pretenses.

The number of API calls You will be permitted to make during any given period may be limited. Ashley will have the sole discretion to determine call limits. Ashley may, in its sole discretion, terminate Your access to the API.

### 4. RESPONSIBILITY WITH RESPECT TO THE SERVICES.

If You are a Service Provider: (i) You shall be solely responsible for ensuring that the Services comply with all laws and industry mandates applicable to the Services, including those that relate to the collection, use and security of Personal Data; (ii) in performing the Services, You 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; (iii) under no circumstances shall You disclose, provide, or otherwise make Personal Data available to anyone other than the Licensee Retailer or Retailer for whom it was collected; and (iv) You shall provide the Services in a manner that complies with payment processing network rules and requirements, if applicable.

## 5. LICENSED MATERIALS.

a) Ashley grants You a limited, non-transferable, non-sublicenseable (except, if You are a Service Provider, to Licensee Retailers and/or 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 solely for the Purpose. Subject solely to the limited license granted in this Section 5(a), Ashley expressly reserves all rights relating to the Licensed Materials and You acquire no right, title, or interest in or to the Licensed Materials. You shall comply strictly with Ashley's directions regarding the form and manner of use of the Licensed Materials. You acknowledge that Ashley owns the Licensed Materials. Any goodwill derived from Your use of the Licensed Materials shall inure to the benefit of Ashley. If You acquire 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. You agree 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, You shall, and shall cause Your employees to, immediately cease any and all use of the Licensed Materials. You shall, and shall cause Your personnel 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 You hereby appoint Ashley as Your attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if You refuse, or within a period deemed reasonable by Ashley otherwise fails, to do so.

b) Your right to use the Licensed Materials is further limited as follows:

i. You 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. If You are a Licensed Retailer or a Retailer, You shall not publish or display any Licensed Materials for products that You are not authorized to purchase from Ashley.

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

iv. You 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 You 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, You shall not edit, supplement, or change any product descriptions or other text included in the Licensed Materials, and You shall not modify Ashley's logos or trademarks in any manner. (For example, You shall not change the proportion, color, or font of any of Ashley's logos or trademarks.)

v. You 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.

vi. You shall display the ®, ™, © or other symbols identifying Ashley as the owner of the Licensed Materials in accordance with Ashley's use guidelines. You 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).

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

viii. You shall not delete any metadata embedded in the Licensed Materials.

ix. You shall not use the Licensed Materials in a way that is likely to lead a third person to believe that You or, if You are a Service Provider, the Licensee Retailer or Retailer is in any way authorized to contract for, bind, or commit Ashley or its affiliates in any manner whatsoever.

x. You 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.

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

xii. You shall not use the Licensed Materials, or any variations or misspellings thereof, in keyword bidding on search engines. You 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. You shall not bid on any word or term that is confusingly similar to any of Ashley's trademarks.

xiii. You 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. You shall also comply with all applicable regulations and/or industry codes in connection with the use and publication of the Licensed Materials.

xiv. You 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.

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

c) Any use of the Licensed Materials in a manner not expressly authorized by this Agreement constitutes infringement, entitling Ashley to exercise all rights and remedies available to it under trademark, copyright, and other similar laws around the world. You 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 You is a material breach of this Agreement and entitles Ashley to injunctive relief as specified in Section 19 below.

## 6. REPORTING.

You shall provide Ashley with all data and information (excluding Personal Data) that You collect, handle, store, or process in connection with the Purpose, and all information derived from that information, and Ashley shall have the right to keep and use all such data and information without restriction.

## 7. SECURITY.

In connection with the Purpose, Ashley may provide You, or You may be exposed to, Ashley Data. You shall only access those systems, applications, or Ashley Data which You are expressly authorized by Ashley to access, even if the technical controls in the system or application do not prevent You from accessing Ashley Data or functions outside of Ashley's authorization, and You shall be responsible for any access not expressly authorized by Ashley. You acknowledge that Ashley Data may comprise Confidential Information 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. You shall use Ashley Data solely for the Purpose. Under no circumstances shall You commingle Ashley Data with Your data or the data of another person. Regardless of whether Ashley Data comprises Confidential Information and/or trade secrets of Ashley, You agree that You 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, You 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, access, or disclosure; (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. You are responsible for all of Your agents, employees or subcontractors accessing, disclosing or using Ashley Data and for all persons accessing, disclosing or using Ashley Data in Your 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 You or Your employees or subcontractors or (B) any unauthorized access to, or unauthorized disclosure or use of, Ashley Data by Your agents, employees or subcontractors, You 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. You shall cease to access and use any Ashley Data received pursuant to or otherwise relating to the Purpose 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 You in lieu of being returned to Ashley if Ashley authorizes such destruction, in writing, in advance.

## 8. WARRANTIES.

If You are a Service Provider, You represent and warrant to Ashley that:

- a) You shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services;
- b) You shall only provide the Services to Licensee Retailers in jurisdictions in which You know and have experience complying with the laws and industry standards applicable to the Services;
- c) You are in compliance with, and shall perform the Services in compliance with, all applicable laws;

d) Your performance of Section 6 above is permitted by, and shall not result in a breach of any agreement with, any Licensee Retailer; and

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

If You are a Licensee Retailer or Retailer, You represent and warrant to Ashley that:

a) You are in compliance with all applicable laws; and

b) Your use of the Licensed Materials do not infringe nor shall infringe any intellectual property right of any third party.

#### 9. NO ASHLEY WARRANTIES.

ASHLEY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE API, ASHLEY PRODUCT INFORMATION MANAGEMENT SYSTEM, OR LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, OR NON-INFRINGEMENT. ASHLEY SHALL NOT BE LIABLE TO YOU 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 YOU OR THE CONTEXT IN WHICH THE LICENSED MATERIALS ARE USED. IN NO EVENT SHALL ASHLEY'S AGGREGATE LIABILITY TO YOU (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. YOU ACKNOWLEDGE AND AGREE 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 YOU, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN ASHLEY AND YOU. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ASHLEY IS NOT CHARGING FEES TO YOU FOR THE AUTHORIZATIONS GRANTED BY THIS AGREEMENT AND, THEREFORE, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REASONABLY AND APPROPRIATELY ALLOCATE RISK BETWEEN ASHLEY AND YOU.

#### 10. TERM AND TERMINATION.

a) This Agreement starts at the time You complete registration for access to the Product Information Management System and continues until terminated by You or Ashley. You may stop using the API at any time with or without notice. Further, if You want to terminate this Agreement, You must provide Ashley with prior written notice and upon termination and cease Your use of the API. Ashley may terminate this Agreement, or any license granted hereby, without cause at any time by notice to You.

b) Upon expiration or termination of this Agreement for any reason, You 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 You have complied with the requirements of this clause. Sections 7, 9, 10(b), and 11 through 21 shall survive any termination or expiration of this Agreement.

#### 11. INDEMNIFICATION.

You shall indemnify, defend and hold harmless Ashley, its affiliates and their respective directors, officers, employees and agents, from any and all Actions arising from (i) Your negligence or willful misconduct; (ii) tangible property damage, death, or bodily injury caused by Your acts or omissions; (iii) Your 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) a claim arising from or related to Your use of the API or the Licensed Materials; and (vi) any modifications of the Licensed Materials not expressly permitted by this Agreement. You shall not settle any Action in a manner that adversely affects the rights of Ashley without Ashley's prior written consent.

#### 12. CONFIDENTIAL INFORMATION.

You shall hold and protect Confidential Information with the same degree of care that You use with Your own information of like importance, but in no event less than a reasonable standard of care. You may not disclose Confidential Information to any person without the express prior written consent of Ashley; provided, however, that You 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, You 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, You 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.

#### 13. 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. You acknowledge and agree that Your relationship with Ashley is not exclusive and Ashley and its affiliates may develop or otherwise obtain (or engage third parties to develop or obtain for Ashley and its affiliates) any products, services, and processes.

#### 14. 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, if You are a Service Provider, Ashley shall be permitted to promote the relationship contemplated by this Agreement to Licensee Retailers and/or Retailers and to use Your trademarks, service marks, trade names, and logos in connection with such promotions.

15. 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.

16. 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.

17. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law, the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Except as described in Section 19 below, all legal suits, actions or proceedings arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin in each case located in or near the County of Trempealeau, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

18. DISPUTES.

Any claim or dispute between the parties arising out of or relating to this Agreement, including any disputes as to the validity or enforceability of this Agreement, shall be finally settled by confidential arbitration in Trempealeau County, Wisconsin, using the English language in accordance with the rules of the American Arbitration Association (AAA), then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators in accordance with the Arbitration Rules and Procedures of AAA. The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party

shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief to enjoin infringement or other misuse of intellectual property rights.

YOU AND ASHLEY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND ASHLEY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY AWARD OF DAMAGES BY THE ARBITRATOR MUST BE CONSISTENT WITH THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, INCLUDING AS TO THE TYPES AND THE AMOUNTS OF DAMAGES FOR WHICH A PARTY MAY BE HELD LIABLE. ANY ARBITRATION OR PERMITTED LITIGATION FOR A CAUSE OF ACTION SUBJECT TO THIS SECTION MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

For purposes of this section, this Agreement and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA).

19. INJUNCTIVE RELIEF.

You acknowledge that Your 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.

20. NOTICE.

Ashley may provide You with notices, including those regarding changes to this Agreement, by email, regular mail, postings on the Portal, or other methods. You must send all notices and other communications relating to Ashley at the following address: One Ashley Way, Arcadia, WI 54612, Attn: General Counsel. All notices, requests, consents, claims, demands, waivers and other communications to Ashley 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.

21. OTHER TERMS.

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. You 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. Ashley reserves the right

to and may amend this Agreement at any time for any reason. Ashley will notify you of amended terms, and amended terms become effective upon notice. Your continued use of the API, Ashley Product Information Management System, or Licensed Materials after notice of amended terms will constitute Your acceptance of the amended terms. If You do not wish to be bound by amended terms, You must immediately cease use of the API, Ashley Product Information Management System, and Licensed Materials. You agree and understand that the API or Ashley Product Information Management System may be modified or discontinued by Ashley in its sole discretion at any time without prior notice.

**Effective Date: October 1, 2018**