



COASTER API / DATA FEED AGREEMENT

Welcome to Coaster's API / Data Feed technology for its dealers, where you can obtain information to assist with managing your relationship with Coaster, and its affiliates (each and collectively, "Coaster", "we", "us" or "our"). Any person or entity ("Dealer", "you" or "your") who wants to sell Coaster Products (as defined in Section 2) or participate in the technology must accept these Terms and Conditions ("Agreement") without change. BY REGISTERING FOR OR OTHERWISE USING THIS TECHNOLOGY, YOU (1) ON BEHALF OF YOURSELF AND THE ENTITY THAT YOU REPRESENT, AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE; AND (2) REPRESENT AND WARRANT THAT YOU ARE EXPRESSLY AUTHORIZED TO BIND DEALER TO THIS AGREEMENT.

1. **THE PROGRAM.** Welcome to Coaster API / Data Feed (or the "Program"). To participate in the Program, you must be a qualified Coaster customer ("Dealer") and accept without change all of the terms and conditions of the Agreement, including all terms, conditions, technical and other specification requirements that are referenced in this Agreement or otherwise provided by us to you in connection with this Agreement.
2. **RIGHT TO ACCESS.** Upon acceptance of this Agreement, Coaster grants Dealer a non-exclusive, non-transferable right to access the API / Data Feed program, which is hosted by Coaster in the cloud, which shall include but is not limited to: (a) inventory feed on availability of products, (b) product information, (c) product images, (d) pricing (Coaster pricing or cost to Dealer), and (e) marketing materials. Dealer agrees only to use the API / Data Feed program and the information contained within for the purposes of advertising, purchasing and selling furniture and related products under the Coaster Brands, which are Coaster, Coaster Everyday, Coaster Essence, and Coaster Elevations, as well as the Scott Living brand ("Coaster Products"). Dealer further agrees not to assign or transfer its right to access the API / Data Feed program to any third party or allow any third party access to the API / Data Feed program without the prior written consent of Coaster.
3. **LICENSE TO USE TRADEMARKS AND MARKETING MATERIALS.** Coaster grants Dealer a limited, non-exclusive, non-transferable license to reproduce, distribute, and publicly display trademarks and logos associated with the Coaster Products (the Trademarks"), as well as marketing materials that may include photographs, digital images, digital 3D renderings, descriptive text, graphics, and other materials, as well as access to certain domains or computer hardware where such materials may be stored or accessed ("Marketing Materials") in Dealer's advertising and promotional materials for the Coaster Products ("License"). This License terminates upon termination of this Agreement.
4. **LICENSE LIMITATIONS.** The License granted above has at least the following express limitations:
 - a. Dealer shall not use or authorize the use of the Trademarks or Marketing Materials for any purpose other than use in Dealer's own advertising and promotional materials for the Coaster Products. By way of example only, and not as a limitation, Dealer shall not use the Trademarks or Marketing Materials, or any materials derived in any way from the Trademarks or Marketing Materials, for promoting, marketing, and/or selling brands that are not within the definition of "Coaster Products," above.
 - b. Dealer shall not modify any Trademarks or Marketing Materials, but instead shall use the Trademarks or Marketing Materials in substantially the same form in which they are provided by Coaster.
 - c. Dealer shall not provide Trademarks or Marketing Materials to any other person or entity without Coaster's express written permission. Dealer shall not authorize any other person or entity to use the Trademarks or Marketing Materials without Coaster's express written permission.
 - d. The terms of these License Limitations in this Section 4 shall survive any termination of this Agreement, and shall be applicable and enforceable after the Term of the License has ended, even in the case of a material breach by either Party.

5. **PROPRIETARY INFORMATION.** All Product information and technical information pertaining to the setup, usage, and transfer of information from the API / Data Feed program are the intellectual property of Coaster and its affiliates. Unless specifically authorized by Coaster, Dealer agrees not to publish, disclose, or authorize anyone else to publish or disclose any Confidential Information, Proprietary Information or trade secrets relating to Coaster's products and business. The provisions of this paragraph shall survive any termination of this Agreement.
6. **PROPRIETARY RIGHTS IN TRADEMARKS AND MARKETING MATERIALS.** Dealer acknowledges that Coaster has proprietary rights in the Trademarks and Marketing Materials, including but not limited to copyright and trademark rights. Dealer further acknowledges that nothing in this Agreement, nor any actions of Coaster or Dealer pursuant to this Agreement, shall transfer or convey any such proprietary rights from Coaster to Dealer and/or Dealer's clients. Dealer shall not assert ownership in any works that Dealer or any other person derives from the Trademarks or Marketing Materials. The provisions of this paragraph shall survive any termination of this Agreement.
7. **SYSTEM PRECAUTIONS.** Dealer is responsible for taking commercially reasonable precautions against damage to its operations, information systems, and data that could be caused by defects, malfunctions, or interruptions of communications, equipment, or other functions provided by the API / Data Feed program.
8. **INDEMNIFICATION AND REPRESENTATIONS.**
 - a. Dealer shall indemnify, hold harmless, and defend Coaster and its officers, directors, employees, agents, Affiliates, successors and permitted assigns against any and all Losses arising out of any claim with respect to (i) a material breach of the terms of this Agreement and/or the License herein; and (ii) a breach of Dealer's representations, warranties, covenants or agreements in this Agreement.
 - b. "Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by an indemnified party, but excluding punitive, special, consequential or indirect damages hereunder, including damages for lost profits.
 - c. Dealer warrants and represents that, to the best of its knowledge, all claims to be made by Dealer for the Coaster Products that are not provided by Coaster will comply with all applicable laws and be supported by competent and reliable substantiation in accordance with the requirements of the Federal Trade Commission and that all use of testimonials will comply with the Federal Trade Commission's Guidelines on the use of Testimonials and Endorsements. Dealer also warrants and represents that to the best of its knowledge, the new content (i.e., content not a part of Marketing Materials) included by Dealer in any of its marketing or other advertising materials and all components created by Dealer thereof will not infringe or violate the patents or intellectual rights or other rights of any third party.
 - d. Dealer represents and warrants it has no knowledge of any pending or threatened claims which would impair or diminish any of the rights it has granted to Coaster herein.
9. **ASSIGNMENT.** Neither Party shall have the right to assign its rights or obligations under this Agreement; provided, however, that either Party may assign its rights to a third party that acquires all or substantially all of the assets or equity of such Party, and either Party may assign its rights to a subsidiary or affiliate.
10. **REMEDIES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING DAMAGES FOR LOST PROFITS (EXCLUDING LIABILITY UNDER AN INDEMNITY OBLIGATION OR LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT), EXCEPT FOR THOSE ARISING IN CONNECTION WITH YOUR DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.
11. **GOVERNING LAW.** This Agreement shall be governed by the internal laws of the State of California without regard to any of its conflict of laws rules, regulations or principles, and any dispute shall be resolved in the applicable court in Los Angeles, County, California.
12. **NO FRANCHISE.** Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The Parties agree they are dealing with each other as independent contractors, and each shall be responsible, without liability to the other, for the timely payment of all taxes and other

withholdings, deductions and payments required by law with respect to its own operations and employees. Neither Party shall be deemed a fiduciary or joint venture partner pursuant to this Agreement. Dealer and Coaster agree that each shall be responsible, without liability to the other, for the timely payment of all taxes and other withholdings, deductions and payments required by law with respect to its own operations and employees.

13. **TERM.** The initial term of this Agreement shall commence on the date the Dealer accept and acknowledge this agreement (on-line) and shall extend for a term of one (1) year. This Agreement will automatically renew on the same terms and conditions for successive one (1) year renewal terms unless otherwise terminated in accordance with Section 15.

14. **TERMINATION.** This Agreement and the Dealership hereby created may be terminated by either party at will, with or without cause, upon not less than Three (3) days' notice in writing to the other party or either party immediately in the event that the other party materially fails to perform or comply with this Agreement or any provision hereof.

15. **SEVERABILITY.** All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement is or is declared to be invalid or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect either the balance of such provision, to the extent it is not invalid or unenforceable, or the remaining provisions hereof, nor render invalid or unenforceable such provision in any other jurisdiction.

16. **EXPENSES.** All fees and expenses incurred by each Party in connection with the transactions contemplated by this Agreement shall be borne by the Party incurring such fees and expenses, including all fees of advisers.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, but the Parties acknowledge that there may be other agreements that govern the conduct and relationship of the Parties as to other subject matters. The terms of this Agreement as set forth in the numbered sections hereof are contractual and not mere recitals. Dealer has accepted this Agreement without reliance upon any promise, representation or warranty other than those expressly set forth herein.

18. **REVISIONS; CONTINUED USE:** Coaster reserves the right to change any of the terms and conditions contained in this Agreement, at any time and in its sole discretion. Any changes will be effective upon the earlier to occur of: (a) emailing the revised terms and conditions, or notice of such changes, to you at your e-mail address. You are responsible for reviewing any revised terms, conditions, policies, guidelines, and information, and any notices of revisions. YOUR CONTINUED ISSUANCE OF PURCHASE ORDERS OR CONTINUED PARTICIPATION OF THE API / DATA FEED TECHNOLOGY FOLLOWING OUR E-MAILING OR POSTING OF ANY REVISED TERMS, CONDITIONS, OR PROGRAM POLICIES, OR ANY NOTICE OF ANY SUCH REVISIONS, WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT OR THE PROGRAM POLICIES, YOU MUST STOP ISSUING PURCHASE ORDERS AND STOP PARTICIPATING IN THE API / DATA FEED TECHNOLOGY, AND GIVE US WRITTEN NOTICE.

Account Number: _____

Dealer Name: _____

Dealer Signature: _____ Date: _____