

ASHLEY DEVELOPERS PROGRAM, PORTAL TERMS OF USE & API LICENSE AGREEMENT

By participating in the Program, accessing the Portal, or using or interacting with any Features or Content, as such terms are defined herein (collectively, "Participation" or "Participate"), you and any entity, person, or company that you represent (collectively, "You" or "Your") agree to be bound by these terms of use, including all terms and policies referenced herein (collectively, these "Terms of Use"). These Terms of Use prescribe the legally binding terms with respect to Your Participation; please read them carefully each time You Participate. IF YOU DISAGREE WITH OR ARE UNWILLING TO BE BOUND BY THESE TERMS OF USE, OR IF ACCEPTING THESE TERMS OF USE OR PARTICIPATING WOULD VIOLATE ANY LAW, THIRD PARTY RIGHT, OR OBLIGATION OF YOURS, YOU SHOULD NOT PARTICIPATE AND WE EXPRESSLY PROHIBIT YOU FROM PARTICIPATION.

"Ashley", "We", "Us", or "Our" means Ashley Furniture Industries, Inc., on behalf of itself and its subsidiaries and affiliates. "Features" means any Ashley application programming interface ("API") offerings, software development kits, Ashley Sites, available Ashley services, and any other materials, tools, and systems provided or made available to You as part of a Program or through the Portal. "Content" means the data made available by or on behalf of Us to You through a Feature or other interaction. "Application" means any application, website, interface, or other communication method You develop or use to interact with Ashley, a Program, the Portal, or any Feature or Content. "Portal" means the <http://developer.ashleyfurniture.com> website. "Program" means the Ashley Developers Program. "Ashley Sites" means ashleyfurniture.com, ashleyfurniturehomestore.com and all affiliated websites that are operated by or on behalf of Ashley or its affiliates.

1. ELIGIBILITY AND AUTHORIZATION

Participation is not targeted towards, nor intended for use by, anyone under the age of 18. By Participating, You represent and warrant that You and Your users ("Your Users") are 18 years of age or older. If You or Your Users are not at least 18 years of age, do not Participate. In the event We become aware You or Your Users are under 18, We will terminate Your registration. By Participating, you are representing and warranting that you have the authority to bind the entity, person, or company you represent or act as agent for by your actions.

2. REGISTRATION

In order to Participate, You are required to register and establish user identification credentials with a password ("Registration Information"), and for certain uses, You may be provided and required to use confidential security keys or identifiers ("Keys"). You agree to provide Us with accurate and complete Registration Information, and to inform Us immediately of any updates or other changes to such information. We may reject, terminate, or modify Your registration or Participation at any time for any reason, in Our sole discretion and without notice, and You agree to promptly take all appropriate measures to effectuate any such action We take.

3. SECURITY

You shall be responsible for maintaining the confidentiality of Your Registration Information and any Keys, and You are fully responsible for all activities that occur pursuant to access with Your Registration Information and the Keys provided, whether or not You authorize such activities. You agree to immediately notify Us of any unauthorized use of Your Registration Information or Keys of which You become aware. Notice of unauthorized use will not relieve You of responsibility for activities that occur as a result of such unauthorized use.

a. Security incidents and response. Notwithstanding any other legal obligations You may have, You agree to immediately notify Us by email upon Your discovery of any incident of a security breach or possible compromise of systems or security mechanisms relating to Us or in any way possibly impacting Us. You agree to use commercially reasonable efforts to notify Us of Your detection of such an incident within forty-eight (48) hours of detection.

b. Security precautions. You agree to adhere at all times to industry best security practices, as specified in current industry literature on topics relevant to Your Participation.

c. Security Requirements. You shall not violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"), whether related to a Program, the Portal, a Feature, any Content, Ashley in general, or otherwise. Prohibited activities include (i) unauthorized access or use of any System, or breach of any security or authentication measures used by a System, (ii) interception or monitoring of data or traffic on a System without authority or permission, (iii) falsification of origin, forging tcp-ip packet headers, e-mail headers, or any part of a message describing its origin or route, and (iv) monitoring or crawling of a System so that it either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective, including flooding techniques.

4. MODIFICATIONS

a. Changes to Terms of Use. We reserve the right to and may amend these Terms of Use at any time for any reason and without prior notice. Amended terms will become effective upon posting, and We recommend that You read these Terms of Use carefully each time You Participate. Your Participation after posting of amended terms will constitute Your acceptance of the amended terms. If You do not wish to be bound by amended terms, You must terminate Your Participation.

b. Changes to a Program, Portal or Features. You agree and understand that a Program, the Portal, and any Content or Features may be modified or terminated by Us in Our sole discretion, at any time, without prior notice. Any new features, enhancements, or modifications to a Program, the Portal, or any Content or Features implemented after Your initial Participation shall be subject to the terms of use in effect at the time. Modifications and terminations may affect,

and/or require changes to, Your Participation (including without limitation, Your Application), which We bear no responsibility for, and which shall be remedied at Your sole expense.

5. USE OF THE PORTAL, PROGRAMS, FEATURES, AND CONTENT

a. Limited License. You may Participate solely for the purpose of facilitating interactions we authorize between Us and You and/or Your Users. Participation is subject to the applicable terms of use on the Ashley Sites and any additional terms of use or policies that may be applicable to specific Features, Content, Programs, or types of use. Subject to these Terms of Use, We grant You a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted herein) limited license to:

- incorporate a Feature into Your Application to facilitate interaction with Us by You or Your Users, including, if applicable, the retrieval or provision of Content to or from Us; and
- Rearrange, reorganize, display, or otherwise represent Content within Your Application to enhance Your or Your Users' interactions with Us.

b. Trademarks. We grant You a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted herein) limited license to display Ashley trade names, trademarks, service marks, and logos embedded within the Features or otherwise made available through the Portal (collectively, "Ashley Marks") in compliance with all Ashley requirements for such usage (including without limitation all trademark usage guidelines posted on Ashley Sites) solely in connection with offering Your Users the opportunity to interact with Us as permitted in these Terms of Use. Notwithstanding the foregoing, We reserve the right to review and approve any uses of the Ashley Marks. You will not acquire any rights or interest in any Ashley Marks, and any goodwill generated therein will inure solely to Our benefit. We may terminate or modify this license or applicable requirements for branding usage at any time for any reason.

To the extent branding or attribution is required and provided as part of any Feature, such branding or attribution shall not be altered, obscured, removed, or otherwise modified. Branding and attribution requirements, if applicable, will either be documented within the "Overview" section of each Feature on the Portal or otherwise made clear and conspicuous. Any documented attribution and utilization of open source libraries within the Features should also be appropriately attributed within Your Application.

c. Content. You represent and warrant that Your collection, storage, transmission and use of any and all Content has complied and will comply with Our privacy policies, applicable laws, and the instructions of Your Users. You may display and use Publicly Available Content solely to promote Us and Our products in Your Application. "Publicly Available Content" means any Content which is available to the general public without registration or the use of a password on an Ashley Site (such as store location information), except for third party material. You will maintain and not obscure, remove, or alter, any notices or links to policies or terms that are included or provided with any Content when displaying or using the Content. You will not frame (divide the browser

display area into separate sections, each of which constitutes a different web page) any web page provided by Us without Our prior approval.

d. Personal Information. Your Participation may allow You to collect Personal Information from third parties. "Personal Information" means any information pertaining to a directly or indirectly identifiable individual. It may include information that You collect directly from users in connection with Your Application and information that is included in the Content, or that You otherwise receive from Us about Your Users. You agree that:

- Unless collected from Your Users outside of and unrelated to Your Participation, You will delete Personal Information when it is no longer necessary for Your performance generally or for Your Users, and specifically when You cease Participating; and
- You will not collect or store, under any circumstances, user IDs and passwords of visitors to Ashley Sites.

You agree that at all times, Your Application and Participation will comply with all applicable laws, regulations, and best practices, including those concerning privacy, data protection, and user identity.

e. API Call Limitations. The number of API calls You will be permitted to make during any given period may be limited. Ashley will determine call limits based on various factors, including the ways Your Application may be used or the anticipated volume of use associated with Your Application. Ashley may, in its sole discretion, charge You for API calls that exceed the call limits or terminate Your access to the API. Unused API calls will not roll over to the next day or month, as applicable.

6. RESTRICTIONS ON RIGHTS TO USE

a. General. Without limiting the generality of any other provisions of these Terms of Use, You agree You shall not (and You agree not to allow any other individual or entity to):

- distribute, publish, or allow access or linking to the Portal, Content, or Features from any location or source other than Your Application;
- modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, decrypt, or in any way commercially exploit any portion of the Portal, the Program, any Content or Features, or Your Participation except and to the extent expressly permitted under these Terms of Use;
- remove any copyright, trademark, attribution, or other proprietary rights notice contained in or on the Portal, Content, or Features;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Portal, Content, or Features;
- reformat or frame any portion of any Portal web pages;

- take any action that imposes, or may impose, as determined in Our sole discretion, an unreasonable or disproportionately large load on the Portal or the IT infrastructure used to operate and make the Portal available;
- 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, any other website, or any computer or other device or System, or the enjoyment of the Portal by any user;
- use the Portal, Content, or Features to violate the security of or to gain unauthorized access to any computer or computer network or other device or System (including unauthorized attempts to discover passwords or security encryption codes);
- use the Portal, Content, Features, or any Program, intentionally or unintentionally, to violate any applicable local, state, federal, or international law;
- submit or display through Your Participation any content that is unlawful or facilitates, constitutes, promotes, or encourages illegal activity; or otherwise through Your Participation transfer or store illegal, threatening, or obscene material;
- submit or display any content that falsely states or implies that such content is sponsored or endorsed by Us;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other users unsolicited electronic communications, such as spam, or otherwise interfere with other users' Participation; or
- collect any information about other users (including usernames and/or email addresses).

b. Confidentiality. "Confidential Information" means any non-public or otherwise restricted information available or provided to You pursuant to Your Participation, and includes, without limitation, any API, Content, and Keys. You will not use or disclose Confidential Information other than as permitted by these Terms of Use. If You experience a breach of Confidential Information, You will notify Us within forty-eight (48) hours thereof, cooperate with Us in any investigation into the same, and promptly take all reasonable measures to remedy such breach. Your confidentiality obligations will survive the termination of Your Participation for five (5) years. You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that We will be entitled (without waiving any other rights or remedies) to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond. You acknowledge and agree that any information provided by You to Us in connection with Your Participation will be considered by Us to be non-confidential. We have no duty, express or implied, to pay any compensation for the disclosure or use of any information You provide, and You agree that You are providing the same without any expectation of payment.

c. Publicity. You may not issue a press release, advertisement, or public statement concerning the Program, Your Participation, these Terms of Use, or the transactions contemplated by any of the same without Our express written consent in each case.

7. COPYRIGHTS

You hereby grant Us and our subcontractors a perpetual, universal, non-exclusive, royalty-free right to copy, display, modify, transmit, make derivative works of, and distribute any information or content You provide, post, upload, disclose, or otherwise transmit to Us or through a Program and/or the Portal, for the purpose of interacting with You and Your Users, subject to limitations imposed by applicable laws and regulations. You represent and warrant to Us that You have the right, as owner, licensee, or authorized agent to make such information and content available to Us.

You are solely responsible for any copyright violations You may incur as a result of Your Participation. If You believe anything in the Portal or on an Ashley Site infringes on the work of another, or You have a claim under the Digital Millennium Copyright Act, You agree to send the following materials to Us at the contact information listed below:

- a description and copy of the copyrighted work You claim has been infringed;
- a description of where the material You claim is infringing is located;
- Your address, telephone number, and email address;
- a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf; and
- the physical, notarized signature of the person authorized to act on behalf of the owner of the copyright interest on the document(s) comprising the statements described in the preceding two bullets.

The above notice for claims of infringement should be addressed to:

Ashley Furniture Industries, Inc.
One Ashley Way
Arcadia, WI 54612
Attn: General Counsel

8. MONITORING AND ENFORCEMENT

You consent and agree that We may monitor or audit Your Applications and Participation. You agree to cooperate with any monitoring or audit, and You will not interfere with or otherwise attempt to block any monitoring or audit. We reserve the right to investigate and take appropriate action, including legal action, in Our sole discretion, against anyone who violates these Terms of Use. In addition to any other available remedies, We may, at Our sole discretion, seek specific performance, injunctive relief, or attorneys' fees.

9. OWNERSHIP

As between You and Us, We retain all rights, title, and interest in and to all Programs, the Portal, any Content, Features, Ashley Sites, Ashley Marks, and any and all services or property provided or made available by or on behalf of Us, including all improvements or modifications thereof, and all derivative works based thereon. As between You and Us, You retain all rights, title, and interest in and to Your Application, excluding any portions thereof that incorporate or are based on the aforementioned Ashley properties.

There are no implied licenses under these Terms of Use, and any rights not expressly granted to You pursuant to these Terms of Use are reserved by Us. You agree to not take any action inconsistent with Our ownership of any Program, the Portal, any Content, Ashley Sites, Ashley Marks, or any Features.

Any trademarks, service marks, and other marks and indicators of source or origin that are displayed on the Portal or Ashley Sites are Our property or the property of Our respective licensors, as applicable. None of such marks may be used in connection with any other product or service, in any manner that is likely to cause confusion among consumers, or to disparage or discredit the owner of such mark or its affiliates. Any trademarks of third parties that appear on the Portal may or may not be affiliated with, connected to, or sponsored by Us. You may not use, copy, modify, or display any of the trademarks, service marks, names, or logos appearing on the Portal without the express written permission of the trademark owner.

Nothing in these Terms of Use shall be deemed to grant to You or any other party any right in or to any of Our proprietary rights, including without limitation, Our patents, copyrights, trademarks, or trade secrets.

In no event will We be precluded from discussing, reviewing, developing, having developed, acquiring, or licensing, as well as marketing and distributing, materials which are competitive with Your Application or other products or services provided by You, irrespective of their similarity to Your current products or products that You may develop.

10. LINKS TO THIRD PARTY SITES

We may display on the Portal links to third party sites. We are not responsible for the content of such links or pages, nor any materials relating thereto or contained therein, and Our display of the same does not constitute Our endorsement. IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

11. DISCLAIMER

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION, INCLUDING WITHOUT LIMITATION, YOUR USE OF THE PORTAL OR ANY PROGRAM, CONTENT, INFORMATION, ADVICE, SERVICES, PRODUCTS, FEATURES, ASHLEY SITES, OR OTHER MATERIALS MADE AVAILABLE BY OR ON BEHALF

OF US, IS ENTIRELY AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, SECURITY, OPERATION, RELIABILITY, AND/OR USE OF SUCH ITEMS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT SUCH ITEMS ARE ACCURATE, COMPLETE, OR CURRENT, AND WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THE SAME. FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT THE PORTAL OR YOUR PARTICIPATION WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANYONE FROM US OR THE PORTAL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WE RESERVE THE RIGHT TO REFUSE OR CANCEL ANY REQUESTS OR ORDERS PLACED FOR INFORMATION, PRODUCTS, OR SERVICES.

WE DO NOT ENDORSE OR RECOMMEND ANY APPLICATIONS AND WE DO NOT ENDORSE THE VIEWS, PRODUCTS, OR SERVICES OF ANY APPLICATION OFFERS. WE ARE NOT RESPONSIBLE FOR THE AVAILABILITY OR CONTENT OF ANY APPLICATION.

12. LIMITATION ON LIABILITY

IN NO EVENT SHALL WE OR ANY OF OUR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, UNAVAILABILITY OF, INABILITY TO USE, OR IMPROPER USE OF THE PORTAL OR ANY FEATURES, CONTENT, PROGRAM, ASHLEY SITE, OR ANY OTHER INFORMATION, SERVICES OR MATERIALS PROVIDED BY OR ON BEHALF OF US OR RELATED TO YOUR PARTICIPATION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN ANY EVENT, OUR RESPECTIVE TOTAL MAXIMUM LIABILITY IN RESPECT OF YOUR PARTICIPATION, THE PORTAL, ANY FEATURES, CONTENT, PROGRAM, ASHLEY SITE, OR ANY OTHER INFORMATION, SERVICES OR MATERIALS PROVIDED BY OR ON BEHALF OF US, IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100.00). THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

13. INDEMNITY

You agree to indemnify, defend, and hold Us and each of Our respective licensors, directors, officers, members, managers, employees, agents, and representatives, harmless from and

against any all claims, allegations, losses, costs, damages, liabilities, judgments, and expenses, of any nature whatsoever, (including attorneys' fees and costs) arising from or related to (i) Your Participation, including without limitation, Your participation in the Program or use of or interaction with any Feature, Content, or the Portal; (ii) Your Application or the development, maintenance, or use of any aspect of the same; (iii) any content or information accessed, collected, distributed, uploaded, or transmitted by You or Your Users; (iv) Your violation of these Terms of Use or any other terms related to the Portal or any Program, Features, Content, or Your Participation; (v) any use of Your Registration Information by You or any third party; (vi) the infringement or other violation by You or Your Application of any law or intellectual property or other right of any person or entity; and (viii) Your Users. At Our option, You will assume control of the defense and settlement of any claim subject to indemnification by You, provided that, in such event, We may at any time thereafter elect to take control of the defense and settlement of any such claim, and You will not settle any such claim without Our prior written consent.

14. CHOICE OF LAW, VENUE, AND DISPUTES

You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to choice of law rules. Any litigation arising out of or in connection with Your Participation or these Terms of Use shall be exclusively in state or federal courts located in or near Trempealeau County, Wisconsin. To the extent permissible by law, You agree that You must raise any claim or cause of action whatsoever arising out of or related to the Program, the Portal, any Content, any Features, these Terms of Use, or Your Participation generally within one (1) year after such claim or cause of action arose, otherwise it shall be forever waived and barred.

15. OTHER TERMS

No agency, partnership, joint venture, or employment relationship is created as a result of Your Participation or these Terms of Use, and You do not have any authority of any kind to bind Us in any respect whatsoever. We may provide You with notices, including those regarding changes to these Terms of Use, by email, regular mail, postings on the Portal, or other methods. These Terms of Use, including any additional applicable terms incorporated herein by reference, constitute the entire agreement among You and Us governing Your Participation. In the case of inconsistencies between these Terms of Use and any information included in off-line materials (for example, promotional materials and mailers), these Terms of Use will control. You may also be subject to additional terms and conditions that may apply when You use services of other parties affiliated with Us, third party content, or third party software. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of the enforcement of such right or provision. These Terms of Use are not assignable, transferable, or sublicensable by You, except with Our prior written consent. You may work with service providers as necessary to facilitate Your Participation only if You subject Your service providers to all of the conditions and restrictions of these Terms of Use, and You acknowledge and agree that You will be responsible for any act or omission by Your service providers. The headings in these Terms of Use are for convenience only and have no legal or contractual effect. These Terms of Use include

and incorporate Our Portal privacy policy and any notices regarding the Portal. If any part of these Terms of Use is ruled to be unenforceable, then such part shall be eliminated or limited to the minimum extent necessary, and the remainder, including any revised portion, shall remain and be in full force and effect.