

THIS SERVICES AGREEMENT (this "Agreement"), is entered into by and between **Décor IQ** and Customer. Décor IQ and Customer are each referred to as a "Party" and collectively referred to as the "Parties."

The Parties agree as follows:

I. Description of Display Services.

A. Display Services. Décor IQ will install and remove the Customer-owned display items provided to Décor IQ (the "Customer Items") designated for the temporary display ("Display") as presented in a proposal ("Proposal") and set forth in the Schedule/Scope of Work ("Schedule") attached here as **Exhibit A** (collectively, the "Services"). Décor IQ will provide the Services to Customer in the time frame set forth in the Schedule and will install and remove the Display at the site(s) as set forth in the Schedule. Customer acknowledges that any changes to the Customer Items, Schedule or Services may require additional supplies, equipment, or labor and may result in additional fees charged to Customer. In particular, to the extent any customer requested changes occur on or after August 31st of any given year for Services to be performed prior to December 31st of that same year, Customer will be responsible for any additional sourcing, procurement fees or other increased cost incurred by Décor IQ due to the change in the Customer Items, Schedule or Services.

B. Storage. If storage and transportation are part of the contracted services, Décor IQ will transport the Customer Items to and from the included storage location as designated by Customer on the Schedule. If Customer wishes to store all or some of the Customer Items through Décor IQ, the Parties will enter into a separate storage agreement.

C. Proposal. The Proposal may but will not always include one or more of the following: photos, portfolio images, mockups, designs, drawings, schematics, presentations, lists, PowerPoints, pricing, quotes, and explanations.

D. Décor IQ's Right to Refuse. Décor IQ reserves the right to refuse to install the Display if, in Décor IQ's sole opinion, (1) installing the Display according to the Proposal may pose a hazard or create an unsafe environment for persons or property in the vicinity of the Display, or (2) any part of Customer's property upon which the Display is to be installed may be unsafe or pose a hazard for DIQ Personnel while preparing the site and/or installing the Display.

II. Décor IQ's Responsibilities.

A. Décor IQ Personnel. Décor IQ will designate employees or independent contractors ("DIQ Personnel") that it determines, in its sole discretion, to be capable of performing the Services.

B. Reasonable Protection of Property. Décor IQ and DIQ Personnel will take all reasonable efforts to protect from damage the property of Customer or any other property they access to reach the Site.

C. Completion of Services. Décor IQ will complete removal of the Display by the agreed upon date following the installation. At the time of removal of the Display, DIQ Personnel will use all reasonable efforts to return the Site to the condition it was prior to the Display. Any hardware, rigging points, and/or clear plastic clips will remain installed for future installations. If the Display is installed in whole or in part in any structure owned by Customer, DIQ Personnel will leave the structure broom swept and free of debris.

D. Insurance. During the term of this Agreement and for a period of 1 year thereafter, Décor IQ will, at its own expense, maintain and carry insurance, in full force and effect that includes, but is not limited to, (1) commercial general liability with a limit of not less than \$1,000,000 for each occurrence and in aggregate, and (2) worker's compensation as required under applicable law.

E. Warranty/Disclaimer. Décor IQ will provide the Services set forth in the Schedule in a workmanlike manner, using knowledge and experience for performing the services which meet generally accepted standards in Décor IQ's industry and region. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A

PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR EXPECTATION OF PRIVACY ARE EXPRESSLY DENIED BY Décor IQ.

F. Repairs to/Service of Display. The Customer shall be responsible for any Customer Items and for any damage to Customer Items that are not a result of improper installation. Any other damages or loss to Display Items (not due to improper installation) shall be governed by Section III.G.

III. Customer's Responsibilities.

A. Approvals. Upon entering into this Agreement, Customer will notify Décor IQ of and obtain all necessary permits or approvals ("Approvals"), if any, prior to installation of the Display, including but not limited to such Approvals required by a municipal, county or state government entity, landlord, homeowner's association, co-op or condo board, or hotel or motel owner or manager or the like. Failure of Customer to obtain necessary Approvals, causing cancellation by Customer or Décor IQ under Sections VIII.B or VIII.C below, will not excuse non-payment of the compensation set forth in the Schedule.

B. Cooperation; Access; Bathroom. Customer will respond promptly to any reasonable request from Décor IQ for instructions, information, or Approvals required by Décor IQ to provide the Services. Customer will reasonably cooperate with DIQ Personnel during the installation, any required maintenance, and removal of the Display. Customer will provide to DIQ Personnel unobstructed access to the Site and safe working conditions while they are installing, maintaining, or removing the Display, and will keep such access clear of any obstructions or other hazardous conditions, including but not limited to vehicles. If the preferred access to the Site requires DIQ Personnel to cross another owner's property, Customer will promptly, upon request by Décor IQ, request permission from the other property owner for such limited access, which access Décor IQ agrees to protect in accordance with Section II.E and indemnify pursuant to Section VI. Customer agrees to provide bathroom facilities for DIQ Personnel for the entirety of the installation and removal of the Display.

C. Installation/Removal. Customer permits DIQ Personnel to undertake and complete all work on the Site as set forth in the Schedule, and to complete the installation, maintenance, and removal as they see fit. Customer will not interfere with and will keep other persons and pets/animals from interfering with the work of DIQ Personnel in installing, maintaining, or removing the Display.

D. Electrical Service/Schematic Drawings. Customer will supply adequate electrical service for the Display and assume all costs for such electrical service. If Décor IQ determines that additional electrical service is required, it shall advise Customer. Upon Customer's request and at Customer's expense, Décor IQ will seek to rent equipment that is sufficient to supply the necessary additional electric service for the Display or advise Customer on changes that could be made to provide sufficient electricity. Any charges for rented units will either be included as an itemized part of the charges included in the Schedule or will be added as an additional charge. Any charges for changes to the electric service are the responsibility of the Customer. If included in the Schedule, Customer will provide to Décor IQ schematic drawings showing the placement and electrical wiring available on the Site for the Display ("Schematic Drawings"). Any changes to the Schedule requested by Customer that requires a change to the Schematic Drawings shall be chargeable to the Customer.

E. Removal/Storage of Customer Items. On the Removal date(s) set forth in the Schedule, or on such other dates as reasonably agreed between the Parties following installation of the Display, Customer will permit DIQ Personnel to complete the Removal of the Display and move the Customer Items to the agreed storage area.

F. Insurance. During the term of this Agreement and for a period of 1 year thereafter, Customer will, at his/her own expense, maintain and carry insurance, in full force and effect that includes, but is not limited to general liability with a limit of not less than \$1,000,000 for each occurrence and in aggregate, for coverage of any damage to persons or property caused by the Display or any Customer Items.

G. Loss and Damage. Customer will be responsible for any loss or damage to the Customer Items during the time they are at the Site (regardless of whether the Display is installed or not), unless it can be shown by competent evidence that the loss or damage was a result of improper installation or removal, gross negligence or willful misconduct on the part of Décor IQ or DIQ Personnel while installing, maintaining, or removing the Display.

H. Photo and Video Release. Customer grants to Décor IQ the right and permission to use, re-use, publish, and republish photographic or videographic portraits or pictures of the Display, intact or in part, composite or distorted in character or form, without restriction as to changes or transformations, in conjunction with Customer's name, or reproduction hereof in color or otherwise, and the right to use any printed material in connection with such use and publication. Customer hereby relinquishes any right that it may have to examine or approve the completed photographs or videos, and any printed matter that may be used in conjunction with such materials.

IV. Compensation.

A. Fee Schedule. Customer will pay Décor IQ the fees set forth in the Schedule plus any subsequent additional charges set forth under this Agreement or as otherwise agreed between the Parties in writing (the "Fee"), under the payment terms set forth in the Schedule. Any additional Customer Items or other Services requested by Customer will be deemed accepted by Décor IQ only if an updated Schedule is signed by Décor IQ and Customer. All expenses associated with any changes to the Schedule, made prior to, during, or after installation of the Display, will be at Customer's sole additional cost, and costs for these changes will be invoiced by Décor IQ to Customer.

B. Invoices. Décor IQ will issue an invoice to Customer for each payment on the Fee Schedule, and for any other additional charges owed by Customer to Décor IQ. Payment is due to Décor IQ upon Customer's receipt of an invoice. See Section VIII for Customer's rights and obligations for payment of the Fee if the Display is canceled.

C. Interest. Failure to timely pay any Fee set forth in the Schedule or any additional fee for changes approved by Customer, (1) may result in Décor IQ canceling the Display and (2) will result in interest accruing and payable on all overdue amounts at the rate of 1.5% per month, or 18% per annum, or the maximum amount allowed by law, whichever is less. Amounts received from Customer shall be applied first to accrued interest and secondly to the unpaid amounts originally invoiced to Customer.

D. Taxes. Customer is responsible for all applicable sales and use taxes as mandated by law and billed by Décor IQ.

V. Indemnification.

Customer will indemnify, defend and hold harmless Décor IQ and its respective officers, directors, employees, independent contractors, agents and their respective heirs, successors and assigns (collectively "Indemnified Party"), from any and all losses damage, liabilities, claims, actions, costs or expenses of any kind (including reasonable attorney's fees) that are incurred by the Indemnified Party arising out of or related to any third-party claim alleging: (A) breach or non-fulfillment of any provision of this Agreement by Customer; (B) any negligence or more culpable act or omission of Customer (including any reckless or willful misconduct) in connection with the performance of his/her obligations under this Agreement; (C) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence or more culpable act or omission of Customer (including any reckless or willful misconduct); and (D) any failure of Customer to comply with any applicable federal, state or local laws, regulations or codes in the performance of his/her obligations under this Agreement.

VI. Intellectual Property.

Décor IQ owns all intellectual property rights, including but not limited to copyrighted work (such as any Proposal and Schematic Drawings), inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights"), in all documents, work product, and other materials that are delivered to Customer as part of the Services or are prepared by or on behalf of Décor IQ in the course of performing the Services. Customer shall not, during the Term of this Agreement or thereafter: (A) apply to register or maintain any application or registration

for the Intellectual Property Rights, or any other tradename, trademark, service mark (the "Marks"), copyright or other intellectual property confusingly similar thereto; (B) use any colorable imitation of the Intellectual Property Rights; (C) misuse the Intellectual Property Rights; (D) take any action that would bring the Marks into public disrepute; (E) use the Proposal, the Schematic Drawings or any other work that is copyrighted, proprietary or confidential except for purposes of the transaction contemplated by this Agreement or (F) take any action that would tend to destroy or diminish the goodwill in or dilute the Marks.

VII. Confidentiality.

From time to time during the Term of this Agreement, either Party may disclose or make available to the other Party, non-public, proprietary and confidential information of the disclosing Party ("Confidential Information"), that the disclosing Party identifies at the time of disclosure as confidential in writing or verbally (with a writing confirming confidentiality to follow within 3 days) or as otherwise would reasonably be known to be confidential in nature. However, Confidential Information does not include any information that: (A) is or becomes generally available to the public other than as a result of the receiving Party's breach of this Section VII; (B) is or becomes available to the receiving Party on a non-confidential basis from a third party, provided that third party is not and was not prohibited from disclosing the Confidential Information; (C) was in the possession of the receiving Party's possession prior to the disclosing Party's disclosure; or (D) was or is independently developed by the receiving Party without using any Confidential Information. The receiving Party will protect and safeguard the Confidential Information with at least a reasonable degree of care under the circumstances and will not use or share the Confidential Information or allow it to be used or accessed by another person or entity, for any purpose other than to exercise the Party's rights or perform the Party's obligations under this Agreement. If the receiving Party discloses the Confidential Information to another person or entity as allowed in this Section, the receiving Party will advise such person or entity of the confidential nature of the information and the Confidentiality obligations provided in this Agreement. If the receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to such disclosure, expeditiously notify the disclosing Party of such disclosure requirements and deadlines.

VIII. Term and Termination/Cancellation.

A. Term. This Agreement will commence on the latest of the dates on which this Agreement was executed (the "Effective Date") and the Services will continue for the period set forth at the beginning of this Agreement (the "Initial Term"). The Initial Term may then be extended for one-year terms that will automatically renew each year beginning on the final date of the Initial Term and each anniversary date thereafter (each such additional period, along with the Initial Term, the "Term"), unless earlier terminated by written notice of a Party to the other Party no later than thirty (30) days prior to the expiration of the then-current Term, or as otherwise described in the scope.

B. Customer Cancellation of Services. Customer may cancel the Display by terminating the Agreement effective upon Décor IQ's receipt of Customer's written notice of cancellation. If Customer's notice of cancellation is received by Décor IQ during or after installation of the Display, Décor IQ will endeavor but cannot guarantee Removal of the Display prior to the Removal dates set forth in the Schedule. No refunds will be given for cancellation of the Services by Customer except at the sole discretion of Décor IQ.

C. Décor IQ Cancellation. Décor IQ may, at its sole discretion, either (1) cancel the Display by terminating this Agreement effective upon Customer's receipt of Décor IQ's written notice of cancellation or (2) delay completion of its obligations under the Schedule (which delay will not constitute a breach by Décor IQ of its obligations), for any of the following reasons: (a) Customer's failure to pay (i) the Fee set forth in the Schedule when due or (ii) any other Décor IQ invoice within 20 days after it was received; or (b) Customer's breach of any obligation in Section III.

D. Liquidated Damages. In the case of a multi-year Services contract, in which Customer cancels the Agreement or Décor IQ cancels the Agreement for any of Customer's breaches as set forth in Section VIII.C (collectively, "Customer's Breach") after the first year and prior to the installation of the Display in any subsequent year, Customer shall pay to Décor IQ an amount equal to 40% of the unpaid Fee or other Décor IQ invoice (the "Liquidated Damages"). The Parties intend that the Liquidated Damages constitute compensation and not a penalty. The Parties acknowledge and agree that Décor IQ's harm caused by Customer's

Breach would be impossible or very difficult to accurately estimate at the time the Parties' entered into this Agreement, and the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Décor IQ's cancellation of the Agreement due to Customer's Breach. If Décor IQ cancels the Agreement pursuant to Section VIII.C, Customer's payment of the Liquidated Damages is Customer's sole liability and entire obligation and Décor IQ's exclusive remedy for such Customer's Breach.

IX. Limitation of Liability.

IN NO EVENT WILL Décor IQ BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF

BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE IS FORESEEABLE AND WHETHER OR NOT DÉCOR IQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL DÉCOR IQ'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) TIMES THE FEE PAID OR PAYABLE TO DÉCOR IQ AS SET FORTH IN THE SCHEDULE.