

COASTER®

GENERAL EXPORTERS, IMPORTERS & WHOLESALEERS

COASTER RETAIL CONNECT PROGRAM AGREEMENT

This PROGRAM AGREEMENT (the “**Agreement**”) is made and entered into as of
8/28/2024 (the “**Effective Date**”) by and between
San Cortez furniture inc, (“**Dealer**”)
and COA, Inc., DBA Coaster Company of America (“**Coaster**”).

1. THE PROGRAM. Welcome to Coaster Retail Connect (“CRC,” or the “Program”). To participate in the Program, you must be a qualified Coaster customer and accept the Program Terms without change. “Program Terms” means all of the terms and conditions of this 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 CRC Data System, which shall include but is not limited to: (a) a listing of all the eligible Products under CRC (“CRC Products”), (b) digital copies of the relevant information for each of the CRC Products, and (c) information concerning product promotions and discounts. Dealer agrees only to use the CRC Data System and the information contained within for the purposes of advertising, purchasing and selling CRC Products. Dealer further agrees not to assign or transfer its right to access the CRC Data System to any third party or allow any third party access to the CRC Data System without the prior written consent of Coaster.

3. PRODUCT CONTENT. The Content of information provided for each Product shall include but is not limited to: (a) a photograph image of each Product and Trademark; (b) descriptive text with respect to each Product’s specifications, including dimensions, materials, weight, and other relevant information; (c) the community-landed price, which shall include the cost of the product and any associated shipping costs unless otherwise stated in the Appendix of this Agreement; and (c) company information regarding Coaster.

4. LICENSE TO USE TRADEMARKS & LOGOS. Coaster grants Dealer a non-exclusive, non-transferable license to reproduce, distribute, and publicly display images, trademarks and logos associated with the Products (the “**Trademarks**”) in advertising and marketing materials.

5. PROPRIETARY INFORMATION. All Product information and technical information pertaining to the setup, usage, and transfer of information from the CRC Data System 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. RESPONSIBILITIES OF COASTER. Coaster, at all times during the Term of this Agreement, is responsible to:

- a) Maintain and provide timely updates of all Product Content and the CRC Data System.
- b) Provide assistance on software, equipment, and connectivity issues necessary for Dealer to utilize the CRC Data System.

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- 7. **HARDWARE REQUIREMENTS.** See Exhibit A.
- 8. **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 CRC Data System.
- 9. **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.
- 10. **TERM.** The initial term of this Agreement shall commence on stated Effective Date 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 11.
- 11. **TERMINATION.** This Agreement and the Dealership hereby created may be terminated by either party at will, with or without cause, upon not less than sixty (60) 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.

DEALER

San Cortez furniture inc

COA, INC.

DBA COASTER COMPANY OF AMERICA

Signed by:
By Maria Yanez
E:1D032A8B0CD4450...

By _____

Printed Name: Maria Yanez

Printed Name: _____

Title: Owner

Title: _____

Date: 8/28/2024

Date: _____



EXHIBIT A: HARDWARE REQUIREMENTS

Dealers will need to supply the following (minimum system requirement):

1. PC

- CPU: Intel I3 or AMD quad core
- RAM: 4GB
- Hard drive: 300GB
- Operating System: Windows 7 (prefer windows 8 touch screen)
- Graphic Card: NVIDIA or RATHERON support 1920 x 1200 resolution
- Monitor: 23" LCD screen support 1920 x 1200

2. TV: 55" (can be smaller) but need to support HD 1080p

3. Printer: laser printer

4. Internet: DSL 3Mbps down / 1.5Mbps up

5. Antivirus (Optional)

6. Internet Browser: Google Chrome