

EXHIBIT A
LEGAL TERMS AND CONDITIONS

These Legal Terms and Conditions attached hereto as Exhibit A to the Professional Design Services Agreement (“Agreement”) are hereby incorporated fully by reference herein. Client expressly agrees to these terms and conditions as of the Effective Date of the Agreement.

1. Services. At your request, Dani Marie Interiors agrees to provide the deliverables and perform the services (collectively referred to as the “Services”) described in an applicable Statement of Work (the “SOW”) in the form attached hereto as Exhibit A, which is incorporated herein by reference. You agree to pay us the fees set forth therein for the Services. (Please refer to Sections 3.1 & 3.2 for details on fees and invoicing). The Parties may modify, add or delete items appearing in the SOW by an amendment to be signed by an authorized representative of each Party. Additional SOWs may be added under this Agreement.

1.1 Statement of Work. The SOW is a document that details some background on who we are, what we do, and the Services we provide. You may initiate an unlimited number of SOW’s under the terms of this Agreement, each of which will be incorporated herein once executed by both Parties.

1.2 SOW Terms. Each SOW shall include: (i) a description of the results to be achieved by us in the performance of Services, (ii) a description of the outcome(s) to be achieved upon completion of the Services (the “Deliverable(s)”), (iii) a term for the provision of the Services, (iv) the estimated fees for the performance of the Services, (v) out-of-pocket expenses expected to be incurred, (vi) payment terms, and (viii) any other terms agreed to between the parties. Each SOW shall refer to and be subject to this Agreement. Dani Marie Interiors shall promptly inform the Customer of any anticipated delay in delivery as described in a SOW. In instances where there is deviation from any of the information in a SOW, the Parties may amend in writing an SOW’s terms via email. In instances where there is deviation from any of the information in a SOW, the Parties may amend in writing an SOW’s terms via email.

1.3 Dani Marie Interiors Personnel. Unless otherwise stated in the applicable SOW, Dani Marie Interiors shall have sole discretion over the identity of its employees, agents, and/or independent contractors (including, but not limited to, sub-contractors) used to provide Services under this Agreement and any SOW. Dani Marie Interiors shall ensure that the personnel are in all cases suitably qualified and experienced.

2. Property Rights; Assignment

2.1 Intellectual Property Ownership: Dani Marie Interiors hereby reserves the right to all title and interest in and to any information (including, without limitation, business plans and/or business information), know-how, materials, notes, records, designs, ideas, inventions, improvements, developments, discoveries, compositions, trade secrets, processes, methods and/or techniques, whether or not patentable or copyrightable, that are conceived, reduced to

DANI MARIE

INTERIORS

practice or made by Dani Marie Interiors, alone or jointly with others, for the purpose of performing the Services and/or providing Deliverables under this Agreement (“Work Product”), and all intellectual property rights in and to any of the foregoing, **but excluding therefrom: Dani Marie Interiors’s “Prior Inventions” and (2) Dani Marie Interiors’s “New Inventions.”** For purposes of this Agreement, “Prior Inventions” shall mean pre-existing invention, discovery, original works of authorship, development, improvement, trade secret, concept, or other confidential or proprietary information or intellectual property right owned or controlled by Dani Marie Interiors and which pre-date the Effective Date of this Agreement. “New Inventions” shall mean any and all technology or other items that are conceived, reduced to practice or made by Dani Marie Interiors in the course of performing the Services (and all intellectual property rights therein and thereto) where such technology or other items (i) has general applicability to other projects of Dani Marie Interiors, apart from the Deliverables provided to and Services performed for the Customer, and (ii) pertains solely to business infrastructure, automation, tools, processes and methodologies of Dani Marie Interiors.

Subject to the foregoing, Dani Marie Interiors and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Prior Inventions and New Inventions, including all intellectual property rights therein and thereto. All other rights in and to the Prior Inventions and New Inventions are expressly reserved by Dani Marie Interiors.

If Customer or contractors suggests or recommends changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Dani Marie Interiors is free to use, without any attribution or compensation to Customer or any other party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback.

2.2 Assignments. Dani Marie Interiors hereby makes any assignments reasonably necessary to accomplish the foregoing ownership provisions. In interpreting such ownership provisions, anything made or conceived or reduced to practice by an employee or subcontractor of Dani Marie Interiors in the course of performance under this Agreement will be deemed so made or conceived or reduced to practice by Dani Marie Interiors; and Dani Marie Interiors represents and warrants that it has and will have appropriate agreements with all such employees (including Dani Marie Interiors Personnel) and subcontractors necessary to fully effect the provisions of this provision.

At Customer’s reasonable request and its sole cost and expense, Dani Marie Interiors agrees to reasonably assist Customer in every proper way (including, without limitation, becoming a nominal party) to, evidence, record and perfect the assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend Customer’s proprietary rights under this Agreement, including, without limitation, by executing any documents reasonably necessary to file patent applications and to prosecute patents with respect to such proprietary rights in Customer’s name and giving such consents as may be reasonably necessary or convenient in order to effect the foregoing transfer and assignment of rights under this Agreement to Customer.

Except as otherwise provided herein, nothing in this Agreement is intended to grant to either Party any rights under any intellectual property right of the other Party.

3. Term/Termination.

3.1 Term. This Agreement commences on the Effective Date of this Agreement, as defined above, and continues until terminated as provided herein. This Agreement and any SOW hereunder may be terminated in whole or in part by you for cause at any time upon ten (10) days written notice. This Agreement may be terminated in whole or in part by Dani Marie Interiors at any time, with or without notice.

3.2 Duties Upon Termination. Upon termination, we shall (i) immediately cease performance of Services with respect to each SOW to the extent set forth in the termination notice, (ii) deliver all of Your Materials (as defined in section 4.1) relating to such SOW, and (iii) take all reasonable steps to minimize costs relating to such termination.

3.3 Payment Through Termination. You shall pay for Services, including actual fees and expenses incurred by Dani Marie Interiors, through the termination date. If there is a disagreement regarding this figure, the Parties may resolve the dispute pursuant to Section 13.2.

3.4 Survival. Termination of this Agreement shall not relieve either Party of any obligation or liability accrued prior to the termination date. The obligations of the Parties survive termination of this Agreement, unless expressly stated otherwise herein or in a subsequent written agreement by the Parties.

4. Confidentiality. It may be necessary for a Party (the "Disclosing Party") during the term of this Agreement to provide the other Party (the "Receiving Party") with certain information that shall be treated as Confidential Information, as defined below.

4.1 Confidential Information. For the purposes of this Agreement, "Confidential Information" means any information disclosed by one party to the other Party, in any form including without limitation documents, business plans, technical/ financial/ marketing/ customer/ business information, specifications, analysis, designs, drawings, data, any information relating to personnel or affiliates of a Party and include information disclosed by third Parties at the direction of a Disclosing Party which should reasonably be understood to be confidential to the Disclosing Party or a third party. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the Receiving Party lawfully receives from a third Party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party; or (iv) the Receiving Party develops independent of any information originating from the Disclosing Party.

Each party agrees that: (i) it will not disclose to any third Party any Confidential Information disclosed to it by the other Party except as expressly permitted in this Agreement; (ii) it will not use any Confidential Information disclosed to it by the other Party except as necessary to perform its obligations under this Agreement; and (iii) it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the

DANI MARIE

INTERIORS

confidentiality of its own information of similar importance. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that such Party uses reasonable efforts to request confidential treatment or a protective order before such disclosure; or on a “need-to-know” basis under an obligation of confidentiality to its legal counsel and accountants.

5. Warranties. Both Parties represent and warrant that (i) they have the full power and right to enter into this Agreement. We represent and warrant that we shall strictly comply with all federal, state and local laws, rules, regulations and ordinances with respect to our Services hereunder; (ii) we shall perform the Services in a good and workpersonlike manner; (iii) there are no prior commitments with a third Party that might interfere with our obligations hereunder; and (iv) we have obtained all releases and permissions necessary to perform the Services. You represent and warrant that you have obtained all releases and permissions for any documents or materials that you provide to us under this Agreement in furtherance of our performance of the Services described under the terms of this Agreement.

6. Limitation of Liability; Disclaimers. IN NO EVENT WILL (i) EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (ii) THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR DAMAGES OR ALLEGED DAMAGES HEREUNDER, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED THE AGGREGATE AMOUNT OF FEES PAID OR PAYABLE BY YOU TO US UNDER THIS AGREEMENT.

6.1 General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES UNDER THE APPLICABLE SOW DOCUMENT(S) ARE PROVIDED ON AN “AS-IS” BASIS AND DANI MARIE INTERIORS DISCLAIMS ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. DANI MARIE INTERIORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. DANI MARIE INTERIORS DOES NOT WARRANT THAT THE SERVICES PROVIDED UNDER THE APPLICABLE SOW DOCUMENT(S) ARE COMPLETELY ERROR-FREE OR THAT THE DANI MARIE INTERIORS’ PROVISION OF THE SERVICES WILL BE COMPLETELY SECURE OR UNINTERRUPTED.

Dani Marie Interiors shall not be responsible for matters relating to or arising from (a) modification or combination of Deliverables not approved by Dani Marie Interiors; (b) your failure to comply with the instructions or requirements specified in documentation provided by us; (c) Dani Marie Interiors’ compliance with your specifications, design or requirements with respect to Deliverables; or (d) your use or deployment of Services or Deliverables for any illegal or unlawful or unauthorized purpose. EXCEPT AS EXPRESSLY STATED IN THIS

DANI MARIE

INTERIORS

AGREEMENT, WE DISCLAIM ALL STATUTORY AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

6.2 Disclaimer of Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

6.3 General Cap on Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID AND PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

6.4 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7. Security. We have controls in place to prevent outside Parties from stealing or accessing your Confidential Information, as defined therein, but they are not foolproof. We will notify one another if either of us becomes aware that either's Confidential Information has been compromised.

8. No Conflicting Obligations. Dani Marie Interiors represents and warrants to you and your affiliates that Dani Marie Interiors's retention and Dani Marie Interiors's performance of its obligations under this Agreement do not conflict with any obligations to third Parties. Dani Marie Interiors represents and warrants that you have not asked Dani Marie Interiors to reveal, nor will Dani Marie Interiors do so, any trade secrets or other proprietary or confidential information that may have been gained by Dani Marie Interiors during Dani Marie Interiors's previous work for third Parties, which Dani Marie Interiors is under obligation not to disclose. You herein agree that Dani Marie Interiors may provide similar services to the Services contemplated in this Agreement to other third parties.

9. Indemnification. The Parties indemnification obligations are as follows:

9.1 Indemnification by Dani Marie Interiors. Dani Marie Interiors will indemnify, defend and hold Customer and the officers, directors, agents, and employees of Customer (“Customer Indemnified Parties”) harmless from settlement amounts and damages, liabilities, penalties, costs and expenses (“Liabilities”) that are payable to any third party by the Customer Indemnified Parties (including reasonable attorneys’ fees) arising from any claim, demand or allegation by a third party that Dani Marie Interiors infringed any third-party intellectual property right (except for claims for which Dani Marie Interiors is entitled to indemnification, in which case Dani Marie Interiors will have no indemnification obligations with respect to such claim). Dani Marie Interiors will have no liability or obligation under this Section with respect to any Liability if such Liability is caused in whole or in part by: (a) modification by any party other than Dani Marie Interiors; (b) the combination, operation, or use of the Dani Marie Interiors Deliverables under the applicable SOW(s) with other product(s), data or services where the Dani Marie Interiors Deliverables by themselves would not be infringing; or (c) unauthorized or improper use of the Dani Marie Interiors Deliverables. This Section states Dani Marie Interiors’s entire obligation and Customer’s sole remedies in connection with any claim regarding the intellectual property rights of any third party.

9.2 Indemnification by Customer. Customer will indemnify, defend and hold Dani Marie Interiors and the officers, directors, agents, and employees of Dani Marie Interiors (“Dani Marie Interiors Indemnified Parties”) harmless from Liabilities that are payable to any third party by the Dani Marie Interiors Indemnified Parties (including reasonable attorneys’ fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of or is in connection with any use by Customer of the Dani Marie Interiors Deliverables in violation of this Agreement.

9.3 Indemnification Procedure. If a Customer Indemnified Party or a Dani Marie Interiors Indemnified Party (each, an “Indemnified Party”) becomes aware of any matter it believes it should be indemnified under this section, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an “Action”), the Indemnified Party will give the other Party (the “Indemnifying Party”) prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

10. Insurance. Dani Marie Interiors shall maintain such Errors & Omissions and Commercial General Liability coverage, with a minimum coverage of \$500,000 USD per occurrence under Errors & Omissions and \$2,000,000.00 USD per occurrence for Commercial General Liability, throughout the term of this Agreement, and be able to provide proof of such coverage at any time to the Customer upon written request.

11. General.

11.1 Assignment. Dani Marie Interiors's rights and obligations under this Agreement may be assigned by Dani Marie Interiors with or without the prior written consent of the Customer. Customer may not Assign this Agreement without Dani Marie Interiors's written consent. Subject to the foregoing sentence, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

11.2 Choice of Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Any dispute arising out of or relating to this Agreement shall be exclusively settled by binding, mandatory arbitration before the Judicial Arbitration and Mediation Services ("JAMS") under the applicable rules and procedures of JAMS, and California law shall apply. This clause shall not preclude the Parties from seeking provisional remedies from a court of appropriate jurisdiction. The mandatory site for arbitration shall be Oakland, California. The Parties hereby knowingly and voluntarily, and having had an opportunity to consult with counsel, waive all rights to trial by jury.

11.3 Equitable Relief. Each party hereby agrees that any breach of this Agreement with respect to the other party's intellectual property rights or Confidential Information may cause such other party to incur irreparable harm and significant injury that would be difficult to ascertain and would not be compensable by damages alone. Accordingly, each party agrees that, in addition to any other rights and remedies that the non-breaching party may have at law or otherwise with respect to such a breach, the non-breaching party will have the right to seek specific performance, injunction or other appropriate equitable relief.

11.4 Notice. Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given: (i) when delivered by email or personally; (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after dispatch, when sent via a commercial overnight carrier, fees prepaid. All communications will be addressed at the location set forth herein.

11.5 Force Majeure. Except with respect to delays or failures caused by the negligent act or omission of either Party, any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such Party including, but not limited to, acts of God, power outages, failure of the Internet, pandemics/epidemics, etc., and provided that the party affected by such event shall immediately begin or resume performance as soon as practicable after the event has abated. In the event that Dani Marie Interiors is not able to resume performance within three (3) months after the force majeure event has commenced, you shall have the right to terminate this Agreement and/or the applicable SOWs immediately upon written notice to us.

11.6 Severability. If any provision of this Agreement is found illegal or unenforceable, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the Parties, and the remainder of the Agreement will continue in full force and effect.

11.7 Entire Agreement. This Agreement and any SOWs issued hereunder which are incorporated fully by reference herein, represents the entire agreement of the Parties hereto related to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are superseded and of no force and effect. This Agreement may be modified only in a writing signed by authorized representatives of both Parties. There are no oral or written collateral representations, agreements or understandings except as provided herein. Each Party acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained in this Agreement.

11.8 No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party, unless a client of the Customer. Only the Parties to this Agreement may enforce it.

11.9 Export Regulations. The Deliverables, including technical data, is/are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply strictly with all those regulations and acknowledge your responsibility to obtain all necessary and appropriate licenses to export, re-export, or import the Deliverables.

11.10 Publicity. Dani Marie Interiors may be permitted to identify Customer as a customer and disclose in summary form the nature of the work performed for Customer, provided, however, Dani Marie Interiors shall not disclose the proprietary business processes of Customer. Publicity represents a value to Dani Marie Interiors that is reflected in the Fees hereunder.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

Last Updated: Nov 12, 2025