

WOOT SHIRT PROGRAM SERVICES AGREEMENT

Last Updated: November 27, 2023

This is an agreement between Woot.com LLC (“**Woot**,” “**we**” or “**us**”) and you (if registering as an individual) or the entity you represent (if registering as a business) (“**you**” or “**Company**”). By enrolling in Woot’s online portal (“**Vendor Portal**”) or Submitting your Content (as defined below) and clicking the “I accept” button you agree to the following terms and conditions.

1. **Structure of Agreement.** This agreement (“**Agreement**”) includes the body of the agreement below, all schedules to this agreement (“**Schedules**”), and all terms, rules and policies that we make available for participating in this program such as the Content Policy.
2. **Woot Shirts.** Our Woot Shirts Program (“**Program**”) allows you to submit your artwork, including but not limited to, media, art, logos, trademarks, trade names, models, design specifications, and any other content that you submit to Woot (“**Content**”), to Woot for use on products Woot has made and makes available for sale, solely at our discretion.
3. **Program Requirements.** You and your Content must comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, or other requirements, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction (“**Laws**”). You will not take any action related to the Program that interferes with, damages, or accesses or uses in any unauthorized manner any hardware, software, networks, technologies or other properties or services of ours or any third party.
4. **Our Operations.** We have sole discretion to determine all features and operations of the Program and to change the Program from time to time, or to end the Program. You acknowledge that we have no obligation to make, have made, offer for sale, distribute, or promote the use of the Content on any product, or to continue any of the foregoing once begun.
5. **Term and Termination; Suspension.** The term of this Agreement (“**Term**”) will begin on the date you click to accept it and will continue until you or we terminate it. We are entitled to terminate this Agreement and access to your Program account at our discretion with or without advance notice to you. You are entitled to terminate any or all of your Content after providing 30 days prior written notice to us. We may also suspend your participation in our Program at our discretion with or without notice to you. We are not obligated to return copies of any Content that you provide. The following provisions of this Agreement will survive termination of this Agreement: Program Requirements, Our Operations, Indemnity, Publicity and Confidentiality, Disclaimers and Limitations of Liability, Agreement Changes, General, all your representations and warranties in this Agreement, and any other provisions that, by their nature, are intended to survive.
6. **Representations and Warranties.** You represent, warrant and covenant that:
 - a. You are at least the legal age of majority and that you are able to form a legally binding contract.

- b. If you are a business or other legal entity, then: (a) you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered; (b) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by you or your affiliates to us is at all times accurate and complete; and (d) the individual applicant entering into this Agreement on the legal entity's behalf represents that he or she has all necessary legal authority to bind the legal entity to this Agreement.
 - c. For any Content that you provide to us, you represent and warrant:
 - 1. That you are the creator and sole owner of the Content and all rights and interest thereto. For the sake of clarity, you represent and warrant the Content is not the subject of any license or other agreement with another party wherein you will be responsible for any royalties or other monies due to them related to such Content;

or

 - 2. That you have obtained the rights necessary for the exercise of all rights granted under this Agreement, and you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such Content; and
 - d. None of the following will violate any Law; require us to obtain any license, authorization, or other permission from any governmental agency or other third party; contain any defamatory material; or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights): (i) the exercise of any rights granted under this Agreement; (ii) your Content or the production, sale, distribution, or promotion of the Content or Products as authorized in this Agreement; or (iii) any marketing, advertising, or promotion by you or on your behalf in connection with any Content or Products.
7. **Indemnity.** You will indemnify, defend and hold us (including any respective officers, directors, employees, contractors and assigns) harmless from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) that arises from any claim relating to any Content, or from any breach of your representations, warranties or obligations set forth in this Agreement (individually, a "**Claim,**" and collectively, "**Claims**"). You will not consent to the entry of a judgment or settle a Claim without our prior written consent, which may not be unreasonably withheld. You will use counsel reasonably satisfactory to us to defend each Claim. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations). Your obligations under this Indemnification section are independent of your other obligations under the Agreement.

8. **Publicity and Confidentiality.** You will: (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only in connection with this Agreement; and (c) either destroy or return all such information to us promptly when the Agreement terminates (and, upon request, confirm such destruction in writing). This paragraph covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol, or other proprietary right of ours or our affiliates, issue press releases or other publicity relating to us or this Agreement. For sake of clarity, this does not apply to the fair use of the Woot name, in plain text, so long as it is not misleading nor disparaging to Woot.
9. **Disclaimers and Limitations of Liability.** THE PROGRAM AND ANY PROGRAM MATERIALS ARE PROVIDED "AS IS." WE WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA OR CONTENT, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN NO EVENT WILL OUR LIABILITY HEREUNDER EXCEED THE AMOUNT OF ROYALTIES DUE AND PAYABLE TO YOU UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING SUCH CLAIM. WE SPECIFICALLY DISCLAIM, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM OR PROGRAM MATERIALS, ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT WE CANNOT ENSURE THAT CONTENT SUBMITTED BY OR ON BEHALF OF YOU WILL BE PROTECTED FROM THEFT OR MISUSE, AND WE WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SECURITY TECHNOLOGY OR PROCEDURE.
10. **Agreement Changes.** We reserve the right to change this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes online, unless we specify a different effective date when we make a particular change. You are responsible for checking for Agreement updates. Your continued participation in the Program, i.e. your continued submission of designs or acceptance of payments, after changes to this Agreement take effect will constitute your acceptance of the changes.
11. **General.** This Agreement may not be amended except in writing signed by both parties or as provided in the Agreement Changes section. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The word "including" will be interpreted without limitation when used in this Agreement. The parties to this Agreement are independent contractors. Each party will bear its own costs and expenses in performing this Agreement. We may use one or more subcontractors to exercise our rights and perform our obligations hereunder. We will be responsible for ensuring that our

subcontractors comply with the applicable portions of this Agreement when performing for us or on our behalf. Our failure to enforce any provision of this Agreement will not constitute a waiver of our rights to subsequently enforce the provision. Each Woot Party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of other Woot Parties. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without our prior written consent, except that you may assign all of your rights and obligations under this Agreement to any corporation or other entity without consent in connection with a merger or the sale of all or substantially all of your assets as long as you give us written notice of any such assignment no later than ten business days before such assignment. Subject to the foregoing limitation, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. This Agreement is governed by the U.S. Federal Arbitration Act, applicable U.S. federal law, and Washington state law, without reference to any applicable conflict of laws rules, the Convention on Contracts for the International Sale of Goods, or any local laws implementing the Convention on Contracts for the International Sale of Goods in any jurisdiction where the Products are sold. **Any dispute arising out of this Agreement will be resolved by binding arbitration, rather than in court.** There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. Before you may begin an arbitration proceeding, you must send a letter notifying us of your intent to pursue arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA commercial fee schedule. Arbitration conducted in person will be in King County, Washington or at another mutually agreed location; however, the parties may agree to have the arbitration conducted by telephone, remote means, or based on written submissions. The underlying award in the arbitration may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules. **You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration you and we each waive any right to a jury trial. You and we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any and all prior or contemporaneous agreements between the parties with respect to its subject matter, and do not give any third party (except where specified) any rights or remedies hereunder. Any notice or other communication to be given hereunder will be in writing and given (i) by us via email, via a posting in the program policies, or via a message through your Program account, or (ii) by you via email to artistsupport@woot.com, or to

such other email or physical addresses as we may specify from time to time. The date of receipt will, in the case of email, be deemed the date on which such notice is transmitted.

Program Policies Schedule

- 1. Royalties.** For each sale of a Product by Woot, we will pay you a royalty (“**Royalty**”) Taxes and any separately stated fees or charges are excluded from the sale price when calculating Royalties. We shall pay Royalty of Two (2) Dollars per item sold by Woot at a retail price in excess of Fifteen (15) Dollars per discrete item incorporating the Content. If your design is selected as a featured Daily offer, we shall pay you a flat fee of One Thousand Dollars (\$1,000.00) for the aggregate amount of sales incorporating the Content on the day the Content is first made available by Woot to the general public as the featured Daily offer. Thereafter and for any other artwork featured outside of the featured Daily offer, we shall pay Artist a fee of Two Dollars (\$2.00) per item sold by Woot at a retail price in excess of Fifteen Dollars (\$15.00) per discrete item incorporating the Content. Such payments shall be made on a monthly basis, within approximately 20 days of the end of each month. You acknowledge that Woot makes no representations, warranties, or covenants with respect to the level of sales, if any, for the apparel, garments or other forms and media or the amount of fees to be earned by you. A Royalty is due only for sales for which we have received final payment from or on behalf of an end user. If a Product is purchased using a credit card or bank account deduction mechanism, final payment will be deemed to have occurred when the applicable credit card company or bank has fully settled the payment for the applicable purchase. A Royalty is due only on the sale by Woot of a Product.
- 2. Pricing and Sales.** Woot will be the seller of record for the Products. Woot has sole discretion to determine price, availability, distribution channels, and terms of sale for the Products. We are responsible for and have sole discretion related to processing payments, collecting payments, addressing requests for refunds, and providing customer service related to our obligations, and we will have sole ownership and control of all sales and other data we obtain from customers in connection with the Program.
- 3. Content Information.** If requested by Woot, you will provide the following information for all Content submitted: your name, the name you would like credited for the Content, whether the Content has been created by you alone and is wholly owned by you alone, and any other information related to the Content that we require (together, “**Required Content Information**”). “**Content Information**” includes the Required Content Information and any other information and content related to your Content and/or to you, such as all metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with you or particular content. You are responsible for providing accurate Content Information, and will not make any false, inaccurate, or misleading claims or statements regarding any Content or otherwise mislead customers regarding any Content. If any Content

Information is inaccurate or needs to be updated or modified, you will promptly provide us with corrections, updates, or modifications.

4. **Grants of Rights.**

- a. **Production; Design; Distribution.** You hereby grant Woot and/or its affiliates a nonexclusive, perpetual, irrevocable (subject to the Representations and Warranties section of the Agreement), royalty-free, worldwide, non-transferable, non-sub-licensable right and license to make, have made, sell, import, reproduce, distribute, create derivative works of, and use the Content for purposes of designing, distributing, and producing Products.
- b. **Promotion.** You hereby grant Woot and/or its affiliates a nonexclusive, perpetual, irrevocable, royalty-free, worldwide, non-transferable, non-sub-licensable right and license to use, reproduce, distribute, reformat, modify, create derivative works of, promote, advertise, transmit, publicly display, and publicly perform the Content, in all forms of media, for the marketing, sale, and distribution of the Content and in connection with the Program.
- c. **Additional Rights.** In addition, we may exercise any ancillary rights relating to your Content that are reasonably necessary to effect the intent of the grants of rights contained in this Agreement. We may also sublicense our rights in Content Information under this Agreement to third parties operating products or services that allow for the discovery or purchase of the Content. Nothing in this Agreement restricts us from exercising any right available to us under applicable law or any separate license.
- d. **Reservations of Rights.** Subject to the rights granted in this Agreement and our ownership of the Program Materials, as between you and us, you retain all right, title and interest in and to Content that you submit to us. Subject to your rights in such Content, we retain all right, title and interest in and to the Program and all technology, content, information, services, trademarks and other intellectual property used in connection with it. Without limiting the foregoing, each of us recognizes that any uses of the other's (or its affiliates') brand features in connection with this Agreement, and goodwill associated with such uses, will inure solely to the party owning such brand features. If you provide suggestions, ideas, or other feedback to us about the Program, we will be free to exercise all rights in such feedback without restriction and without compensating you.

5. **Royalty Payments and Reporting; Taxes**

- a. **Payment Terms.** Subject to the terms of this paragraph, we will pay you Royalties approximately 20 days after the end of the month in which final payment for the applicable sale is made. All payments will be made via check, Electronic Funds Transfer (“EFT”) or other methods we designate in applicable policies. We are entitled to accrue and withhold payments, without interest, until the total amounts due to you (net of any tax withholding or deduction, as further described below) exceed any minimum payment thresholds set forth in the program policies. Depending on the country where you are located, we may require you to provide us with information for a valid bank account in your name for receiving EFT payments and, if you do not provide that information, we may

withhold payments, without interest, until you do so and/or pay you via check and deduct a payment processing fee. You may not maintain any action or proceeding against us with respect to any report or payment unless you commence that action or suit within 6 months after the date the report or payment was due. If we pay you a Royalty on a sale and later issue a refund or credit to the customer for such sale (or receive a chargeback related to the sale), we may offset the amount of the Royalty we previously paid you against future Royalties or other amounts that would otherwise be payable to you under this Agreement, or require you to remit that amount to us. For any amounts that we determine you owe us, we may (a) charge any payment instrument you provide to us; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to your bank accounts; or (e) collect payment or reimbursement from you by any other lawful means. Upon written request, we may make available to you a report detailing sales of Products and corresponding Royalties. If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of this Agreement or the program policies, or other risks to Woot or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Woot or third parties persist. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or if you are unable to demonstrate that you have all necessary rights to the Content you provide us for a Product, then we may in our sole discretion permanently withhold Royalties to you for any Products.

- b. **Taxes.** Woot is responsible for collecting and remitting any taxes imposed on its sales of Products to customers. You are responsible for any income or other taxes due and payable resulting from any Woot payment to you. Accordingly, unless otherwise stated, the amounts due to you hereunder are inclusive of any taxes that may apply to such payments. Woot maintains the right, however, to deduct or withhold any applicable taxes that we may be legally obligated to deduct or withhold from amounts due from Woot or its affiliates, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you. You will provide Woot, and/or Woot's affiliates, with any forms, documents or other certifications as may be requested by Woot to satisfy any information reporting or tax obligations with respect to this Agreement.
6. **Marketing Limitations.** You will not link to, or encourage, authorize, or direct others to link to, any online location where Products are available for sale from any website, application, or other service that is directed to children within the meaning of the Children's Online Privacy Protection Act or any successor or similar law.
7. **Content Availability; Withdrawal.** We may determine in our discretion to make any Content available through our Program. We may stop any transaction, or take other actions as needed to restrict access to or availability of any Product or Content that does not comply with this Agreement. Any withdrawal of Content does not relieve you of

responsibility to perform other obligations under this Agreement. You will immediately notify us if you unexpectedly lose the rights required under this Agreement or become aware of a third party claim related to these rights. We will use commercially reasonable efforts to stop selling the applicable Content within 10 business days after we receive such notice. Notwithstanding any withdrawal or termination, we may fulfill any customer orders placed prior to the withdrawal or termination. Any withdrawal does not limit our, or any third party's, right to sell Content.

8. **Survival.** The Grants of Right, Royalty Payments and Reporting; Taxes, Marketing Limitations, and Survival sections of this Schedule and any other provisions that, by their nature, are intended to survive, will survive any termination of the Agreement.