

FurnishWEB Authorized User Terms and Conditions

Your use of the FurnishWEB system is subject to these Terms and Conditions, and they form the “**Agreement**” between you and Internet Databases Corporation (“**Company**”).

1. Authorized User; Authorized & Unauthorized Uses

- 1.1. By entering into this Agreement and utilizing the Hosted Application, you are representing and warranting to the Company that you are an Authorized User of the Manufacturer, and have been provided with the access and account information you are using to access the Hosted Application.
- 1.2. Subject to the terms and conditions hereof, you have the right to access the Hosted Application for the purposes and in the manner authorized by the Manufacturer until such time as the Manufacturer withdraws such authority (or upon earlier termination of this Agreement or the Company’s agreement with Manufacturer).
- 1.3. You agree that you will access and/or use the Hosted Application, and the information you access hereby, solely for the purposes for which the Manufacturer has authorized you, and at such time as the Manufacturer removes or limits your authority, you will immediately cease all unauthorized uses and return or destroy any and all information gained from the Hosted Application in your possession (other than that needed for any continuing uses the Manufacturer has expressly authorized). Without limiting the generality of the foregoing, you will not make changes to, delete or add to, data or information of the Manufacturer except as expressly authorized by the Manufacturer. You will not use the Hosted Application or Manufacturer Data for any other purposes and, in any event, will not use the Hosted Application or Manufacturer Data for any purpose or in a manner which is contrary to any law, rule, regulation, decree or other form of legal requirement or the rights of any third party.
- 1.4. You will protect the account and access information using reasonable means to ensure confidentiality and security thereof. You will not share this information with any other person except as expressly authorized and directed by the Manufacturer. You will not set up shared access, or broadcast, distribute or publish your viewing of the Hosted Application.
- 1.5. You acknowledge and agree that the data and other information hosted in the Hosted Application is not provided or guaranteed by the Company, and that the Company is not responsible for any inaccurate, incomplete or misleading data or other information.
- 1.6. You agree not to download the Hosted Applications or cause or permit the reverse engineering, disassembly or decompilation of the Hosted Applications. You agree not use the Hosted Applications for third-party training, commercial time-sharing, rental or service bureau use and may not allow or facilitate the foregoing by any other party. Company retains all title, copyright, and other proprietary rights in the Hosted Applications. You acknowledge and agree that you do not acquire any rights, express or implied, in the Hosted Applications.
- 1.7. You represent and warrant to the Company that neither you, nor the company or person you are working on behalf of, are a competitor of the Company, and you are not accessing the Hosted Application for the purposes of developing, improving, modifying or enhancing a product and/or service competitive to the Hosted Application or assisting anyone else to do so. You will not permit or facilitate the access to the Hosted Application by any person, nor will you distribute electronically or in print any copies or images of the Hosted Application or any Documentation to any person whom you believe or have reason to believe would utilize such access or information gained thereby for the purposes of developing, improving, modifying or enhancing a product and/or service competitive to the Hosted Application.

2. YOUR DATA

- 2.1. **Representations.** You represent and warrant that you have the rights to all data which you input or upload to the Hosted Application, including the right to input or upload such data to the Host Server in connection with its authorized use of the Hosted Applications. You represent that any such data and its use do not infringe the rights of any third party and you agree to indemnify and hold Company harmless from any third-party claims of infringement under the same terms and conditions set forth below for Company’s infringement indemnity.
- 2.2. **Data Security and Backups.** You acknowledge that: (i) no data stored on services accessible by third parties, including with internet access, is completely secure or invulnerable to theft, corruption, loss or inadvertent disclosure, (ii) no data transmitted across the internet, whether by email or via FTP or other protocols, is completely secure or invulnerable to theft, corruption, loss or inadvertent disclosure, (iii) Company is not guaranteeing the security, availability, noncorruption or non-loss of Manufacturer Data (including photos and other data), (iv) you have been advised of the foregoing and understand that you should take your own precautions, including maintaining copies of data provided by you which you expect to need in the future should a problem arise. Company may subcontract out the storage and backup services, and may utilize third party providers of servers for these purposes.

- 2.3. **Ownership of Data and Subscription.** You agree that storage or caching of any data provided by you, including on backup servers and servers through the transmission process, is not an infringement of any intellectual property rights of you or any third party. You agree that you will not import data to FurnishWEB or otherwise store data on the Host Server that is subject to the rights of any third parties without first obtaining all required authorizations and rights in writing from such third parties.

3. TERM AND TERMINATION

- 3.1. **Term.** Your rights to access and use the Hosted Applications shall remain in effect until the earlier of the following: (i) termination of this Agreement by the Company, (ii) termination or expiration of the Company's agreement with the Manufacturer for the Hosted Application or (iii) such time as the Manufacturer terminates your authority to access or use the Hosted Applications.
- 3.2. **Effect of Termination.** Termination of the Agreement shall mean termination of your rights under Section 1.B above and any support commitments of Company under Section 4.3 below, and shall not limit the Company from pursuing other remedies available to it, including injunctive relief. All Sections, other than Section 1.B and support obligations under Section 4.3, shall survive termination or expiration of the Agreement. Upon termination of the Agreement, access to the Hosted Applications shall be terminated.

4. LIMITATIONS OF LIABILITY

- 4.1. **Disclaimer of Warranties.** THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES TO YOU REGARDING THE HOSTED APPLICATION, THE DATA AND INFORMATION PROVIDED THEREIN OR YOUR USE THEREOF, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, without limited the generality of the foregoing, Company does not warrant that the Hosted Applications will operate in the combinations that Manufacturer may select for use, that the operation of the Hosted Applications will be uninterrupted or error-free, or that all Hosted Application errors will be corrected.
- 4.2. **Limitation of Liability.** Notwithstanding any other provision of this Agreement, Company has no liability under this Agreement, for any disclosure of confidential information of Manufacturer's customers or partners made by means of access to the Hosted Applications and related data by or on behalf of Manufacturer, or by means of access by any third party to the extent such third party obtained access to the Hosted Applications and related data as a result of intentional disclosure by Manufacturer or any breach of this Agreement or negligence by Manufacturer, its personnel, agents or third party contractors. In addition, Company has no liability under this Agreement for any modification of Manufacturer's Hosted Application data, or for any consequences that may arise from such modifications (including, but not limited to, incorrectly modified or lost data) made by means of access to the Hosted Applications by or on behalf of Manufacturer, or by means of access by any third party to the extent such third party obtained access to the Hosted Applications as a result of intentional disclosure by Manufacturer or any breach of this Agreement or any negligence by Manufacturer, its personnel, agents or third-party contractors.
- 4.3. **Limited Support Services.** Unless Manufacturer and Company have entered into a separate support and maintenance agreement providing for enhanced or additional support services, the Company's support obligations are limited to (i) maintenance and upkeep for issues which are the result of Company's mistake or negligence, (ii) providing access to Documentation to allow a typical client to access and utilize the Hosted Applications assuming that all software, hardware network applications on the Manufacturer's side, or the internet in general, are operating in a manner so as not to prohibit, inhibit or cause problems with such use or access, (iii) using reasonable efforts to respond to Manufacturer's trouble-shooting queries via email within two (2) business days. Company may not respond to your inquiries unless asked or directed to by Manufacturer

5. CERTAIN DEFINITIONS

- 5.1. **"Documentation"** means documentation, including user's manuals, operating manuals, FAQs and other instruction supplied by the Company which are necessary or appropriate to the Manufacturer's ability to use and understand the Hosted Applications and Services.
- 5.2. **"Host Server"** shall mean the server provided by Company or its agent through which Manufacturer and authorized Manufacturer Users accesses the Hosted Applications. Company may change the Host Server and/or related service providers from time to time.
- 5.3. **"Hosted Application"** shall mean the computer software known as "FurnishWEB" in object code form owned or provided by Company for which Manufacturer has subscription rights granted pursuant to the Agreement, updates and upgrades to the Hosted Application (provided that upgrades related to Premium- or additional functionality for which Company charges additional fees shall not automatically be included in this term as used herein unless Manufacturer orders and pays for such additional services), and online documentation.
- 5.4. **"Manufacturer"** means the furniture manufacturer which has authorized you to use the Hosted Application for use in connection with its business.

- 5.5. **“Manufacturer Data”** means information entered into the Hosted Application by or on behalf of the Manufacturer in the course of its authorized use of the Hosted Applications and stored on the Host Server for access by the Hosted Applications and retrieval by the Manufacturer, including data entered directly by the Manufacturer, data entered by Company into the Hosted Application on behalf of the Manufacturer by Company in the initial setup and implementation of the Services for Manufacturer or thereafter (including via Company’s Data Loader product, if Manufacturer purchases or subscribes to such product). Manufacturer Data includes photos and artwork.
- 5.6. **“Manufacturer User”** shall mean each employee, contractor, agent, vendor or other partner of Manufacturer that uses Services on behalf of and for the benefit of Manufacturer.
- 5.7. **“Party”** shall mean the Company or the Manufacturer, or their respective permitted successors under this Agreement.

6. GENERAL TERMS

- 6.1. **Nondisclosure.** By virtue of the Agreement, the you may have access to information that is confidential to the Company or the Manufacturer (**“Confidential Information”**). Confidential Information shall be limited to the Hosted Application, Documentation which is not publicly provided and Manufacturer Data. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party without reliance upon Confidential Information of the disclosing Party. You agree to hold Confidential Information in confidence during the term of the Agreement and thereafter. In the event that you are requested or required for the purposes of legal, administrative, or arbitration to disclose any Confidential Information, you will provide the Company (or the Manufacturer, in cases where the affected Confidential Information is Manufacturer Data) with immediate written notice of any such request or requirement so that Company (or the Manufacturer, as the case may be) may seek an appropriate protective order or other relief, but thereafter may disclose such Confidential Information to the extent Company (or the Manufacturer) reasonable determines it may be legally compelled to do so.
- 6.2. **Trademarks.** Company reserves all right in and to Company logos or trademarks, whether or not such mark(s) are registered, without prior written approval from Company, and you agree that you may not use them. This includes use on printed materials of any kind as well as electronic mediums such as internet web pages or email. Furthermore, the use of the Company name (or any derivative thereof) in Manufacturer’s URL, Business Name, or the names of any add-on products or services Manufacturer may be offering independent of Company is strictly prohibited. Additionally, using the Company name in paid targeted keyword advertising campaigns on search engines is also prohibited.
- 6.3. **Governing Law and Dispute Resolution.** The Agreement, and all matters arising out of or relating to the Agreement, shall be governed by the laws of the Commonwealth of Virginia, without giving effect to principles regarding conflicts of laws. Any controversy or claim arising out of or relating to the Agreement, or breach thereof, shall be submitted to the following procedure: (a) direct negotiation in a settlement conference to be scheduled as soon as possible after the dispute arises; (b) if no resolution is reached within sixty (60) days of the settlement conference, the Parties will submit the dispute to non-binding mediation in Roanoke, Virginia under the commercial mediation rules of the American Arbitration Association; (c) if no settlement is reached within sixty (60) days of the start of mediation, either Party may seek legal redress in a forum of competent jurisdiction.
- 6.4. **LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY’S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY MANUFACTURER UNDER THE AGREEMENT FOR THE MOST RECENT ONE (1) MONTH PERIOD.** The provisions of the Agreement allocate the risks between Company and you.
- 6.5. **U.S. Government.** The Hosted Applications and accompanying documentation are commercial computer software and documentation developed exclusively at private expense and in all respects are proprietary data belonging to Company. If the Hosted Applications and/or accompanying documentation are used under the terms of a DoD or civilian agency contract, use, reproduction and disclosure of such software and documentation by the Government is subject to the restrictions set forth in the Agreement in accordance with 48 C.F.R. 227.7202 or 48 C.F.R. 12.212, respectively.
- 6.6. **Other Terms.** Your use of and access to FurnishWEB are also subject to the Company’s General Website Terms of Use and Privacy Policy, copies of which are accessible via links on the Company’s website. These policies are subject to change from time to time, and may be changed by the Company upon posting revised versions of such policies on the website, so you should check such policies regularly to make sure you understand the terms thereof. In the event any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force. The waiver by either Party of any default or breach of the Agreement shall not



constitute a waiver of any other or subsequent default or breach. Except for actions for breach of Company's proprietary rights in the Hosted Applications or breach of confidentiality obligations, no action, regardless of form, arising out of the Agreement may be brought by either Party more than one year after the cause of action has accrued. The Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of the Agreement. You may not assign the Agreement or any rights or obligations hereunder without prior written consent of Company, any such assignment without prior consent shall be void. In addition to other provisions herein expressly providing for modification hereof, the Company may modify these Terms and Conditions upon written notice, e-mail or otherwise, to you or by changing these Terms and Conditions and requiring additional acceptance before further use is permitted. You confirm acceptance of the new terms by continuing to use the Hosted Applications and/or Services. It is expressly agreed that the terms of the Agreement shall supersede the terms in any purchase order or other ordering document you may provide.