

## Knoll Electronic Commerce Terms and Conditions

These Knoll Electronic Commerce Terms and Conditions (“Knoll Electronic Commerce Terms and Conditions”) shall govern Dealer’s use of the System, as defined below, to purchase products from and otherwise conduct business with Knoll, Inc. (“Knoll”).

### 1. Definitions

a. Exchange Site. The term “Exchange Site” means the web site with the Uniform Resource Locator (“URL”) of exchange.knoll.com.

b. Software. The term “Software” means the computer program accessed through the Exchange Site, including all user interfaces, databases, and other software technology and all corrections, updates, revisions and other modifications to such computer program.

c. System. The term “System” means the functionality provided by the Software, when accessed through the Internet or otherwise, to enable Dealer to access the Exchange Site and to purchase products from Knoll, including, but not limited to, the functionality of placing product orders with Knoll and receiving order acknowledgments, invoices and other business communications from Knoll.

d. Dealer. The term “Dealer” means an authorized dealer of Knoll who has a valid Knoll Dealership Agreement in full force and effect.

e. Agreement. The term “Agreement” means Dealer’s Knoll Dealership Agreement.

2. Grant of Use Rights. In accordance with these Knoll Electronic Commerce Terms and Conditions, Knoll grants Dealer and its authorized employees and agents, the nonexclusive, nontransferable right to use the System. Dealer agrees to use the System in strict compliance with these Knoll Electronic Commerce Terms and Conditions and solely for Dealer’s internal use in its ordinary course of dealings with Knoll for the purpose of purchasing products from Knoll and otherwise implementing the terms of this Agreement.

### 3. Obligations of Dealer

a. Dealer agrees to use the System in accordance with the following procedures (the “Operational Procedures”):

(i) Internet and E-Mail Capability. In order to conduct electronic commerce with Knoll, Dealer must have access to the Internet and access to an active e-mail account. Dealer will advise Knoll of appropriate Dealer e-mail address and the identification of persons having “Access Codes” (as hereinafter defined) from time to time as necessary.

(ii) Purchase Orders. Dealer can deposit purchase orders (“Orders”) with Knoll by using the Exchange Site. Dealers will be able to deposit Standard Interchange Format files (“SIF files”) that are exported from their own specification tool, such as CAP or Intellicon. Dealer should consult with Knoll for specification tool compatibility. When depositing a SIF file, Dealer must also enter Order header information in order to complete the Order. Dealer may also deposit XML Orders by extracting Order header information directly from the Dealers business operating systems. All XML data must follow the Knoll XML file requirements for Order entry. After an Order (SIF or XML) is deposited, a series of validations will occur on the data located within the Order. If there are errors with any of the pattern numbers submitted as part of the Order, those errors will be identified to Dealer. Dealer may then choose to cancel the entire Order or submit that portion of the Order with correct patterns numbers only. Dealer will be responsible to re-submit an Order if the Order is cancelled. If Dealer chooses to process the portion of the Order for patterns without errors, Dealer will be responsible for adding the correct patterns to the existing Order in the form of an Order revision. Dealer will be required to enter or edit mandatory fields on the Order form to properly submit an Order. When all the mandatory data is entered, the Order shall be submitted to Knoll by clicking on the SUBMIT button. Once an Order is properly submitted, Dealer will receive a web tracking number, which may be used to reference the Order. All orders submitted by Dealer in this fashion will be considered binding offers by Dealer to purchase Product, subject only to Knoll’s acceptance by Order Acknowledgment. No additional Dealer approval will be required.

(iii) Order Acknowledgment. At the time of Order Acknowledgment, an e-mail will be sent to Dealer’s designated e-mail address, referencing the specific Order and stating that the Order has been acknowledged by Knoll. The Order Acknowledgment, an acknowledgment exception report and the Knoll Selling

Policy will be attachments to the e-mail. Order Acknowledgments are also available for review and printing via the Order Center on the Exchange Site.

(iv) Order Invoices. Order Invoices will be sent via e-mail to Dealer. Dealer will provide Knoll with a centralized Dealer e-mail address for receipt of Order Invoices. Order Invoices will be sent as a PDF attachment and the Knoll Selling Policy will also be included as an attachment to the e-mail.

(v) Receipt of E-mail. Dealer will be responsible for reviewing and verifying all e-mails sent by Knoll to the e-mail addresses identified by Dealer and will immediately notify Knoll via e-mail or by other appropriate means of known and possible errors. Dealer will review e-mails each Working Day. "Working Day" means 9:00 AM to 5:00 PM (recipient time) Monday through Friday, excluding Knoll holidays. E-mails and all attachments (including but not limited to Order Invoices attached to e-mails) received between 9:00 AM and 5:00 PM (recipient time) shall be deemed to have been received during that Working Day. E-mails received after 5:00 PM (recipient time) shall be deemed to have been received the next Working Day.

b. In accordance with the Operational Procedures, Dealer agrees to promptly retrieve, review and retain all Order Acknowledgments, Order Invoices and other business communications sent via e-mail from Knoll to Dealer.

c. Dealer agrees to comply with and abide by in all respects the Knoll Selling Policy posted at the Exchange Site as amended from time to time by Knoll.

d. Pay for the Products it purchases from Knoll in accordance with Knoll's payment terms and conditions and maintain sufficient credit to support Dealer's purchases.

4. Term. Subject to earlier termination pursuant to this Agreement or Section 16 below, the term of these Knoll Electronic Commerce Terms and Conditions and the use rights pursuant to Section 2 above shall be the same as the Agreement.

5. Ownership. Dealer agrees that Knoll and its licensors own all right, title and interests, including copyrights, trade secrets, patents, trademarks and other proprietary rights, in the Software and the System.

6. Confidentiality. Dealer agrees that the System, including the Software and the Exchange Site, constitute trade secrets and confidential information other than

trade secrets (“Protected Information”), and such information shall be used solely for the purpose of electronic order processing with Knoll. Except as expressly authorized by these Knoll Electronic Commerce Terms and Conditions, Dealer agrees to treat as confidential and not to disclose or otherwise transfer, copy or use the Protected Information. Protected Information does not include information that (a) is or becomes generally available to the public through no fault of Dealer, (b) was known to Dealer prior to its disclosure, or (c) becomes known to Dealer from a source other than Knoll, without a breach of these Knoll Electronic Commerce Terms and Conditions or otherwise not in violation of Knoll's rights. Dealer also agrees not to disassemble, decompile or otherwise reverse engineer the Software or the Exchange Site. Dealer shall promptly notify Knoll of any actual or suspected misuse or unauthorized disclosure of Protected Information.

7. Appointment of Web Administrator. Dealer agrees to appoint an employee of Dealer (the “Web Administrator”) to administer Dealer’s use of the System and to consult and coordinate with Knoll regarding Dealer’s use of the System. Dealer shall notify the Dealer Development Administrator of Knoll of the name of the person designated as the Web Administrator and contact information for such person within ten (10) days of Dealer’s execution of the Agreement. In the event Dealer changes the person designated as the Web Administrator, Dealer, within ten (10) days of such change, shall notify the Dealer Development Administrator of Knoll of the identity and contact information for the replacement Web Administrator.

8. Restrictions. Dealer, including its authorized employees and agents, agrees not to:

- a. copy the System or the Software;
- b. disclose or otherwise transfer the System or the Software;
- c. prepare derivative works of or otherwise modify the System or the Software, other than entering data and interacting with the System as authorized by Section 2 above;
- d. allow any third parties, except as authorized by Section 2 above, to use or access the System or the Software. Dealer agrees to implement procedures designed to restrict access to the System and the Software solely to authorized employees and agents of Dealer;

e. use the System or the Software to provide service bureau, outsourcing or other such services to third parties, without the prior written consent of Knoll;

f. restrict or inhibit any other authorized Knoll dealer or person from using the System and the Software;

g. input or transmit into or via the System or the Software any unlawful or otherwise objectionable information, including, without limitation, any inputs or transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state or national laws or regulations;

h. input or transmit into or via the System or the Software any virus, worm or other such harmful code;

i. input or transmit into or via the System or the Software any material which is protected by copyright, trade secret, patent, trade mark or other proprietary rights; and

j. probe or download any information in the System other than as authorized by Knoll, including any information related to other dealers.

9. Knoll Informational Rights. Dealer authorizes Knoll to capture, collate, and retain information concerning Dealer's use of the System solely for Knoll's business purposes, including, but not limited to, evaluating the use and functionality of the System and designing and implementing modifications to the System.

10. Knoll Dealer Relationships. Dealer acknowledges and understands that Knoll from time to time may offer dealers differing products, prices and terms via the System, including, but not limited to, regional promotions and volume discounts.

11. Access Codes. Dealer understands that each of Dealer's authorized employees and agents allowed to use the System must enter a unique and valid user identification and password (collectively, the "Access Codes") to access and use the System. Dealer agrees that its employees and agents authorized by Dealer to use the System may in all respects act on Dealer's behalf or obligate Dealer to the same extent as any officer or other principal of Dealer. It is Dealer's sole responsibility to generate the list of the persons authorized to receive and use the

Access Codes in accordance with the Operational Procedures, provide such Access Codes to its authorized employees and agents and monitor use of such Access Codes. Dealer accepts all responsibility for the security of such Access Codes and the utilization of such Access Codes to place orders and otherwise use the System. Dealer may change the list of the persons authorized to receive and use such Access Codes at any time, and Knoll recommends that all passwords be changed at least once each six (6) months. Dealer agrees to notify Knoll immediately if any Access Codes and usage of the System thereby have been compromised or if it wishes to terminate access privileges for any Access Codes. Dealer agrees not to disclose the Access Codes to any third parties not authorized to act on Dealer's behalf or to obligate Dealer.

12. **Validity.** Dealer agrees not to contest the validity or enforceability of Orders, Order Acknowledgments, Invoices or other business communications transmitted using the System by Dealer's authorized employees and agents. All orders, Order Acknowledgements, Invoices placed, and other business communication transmitted using Dealer's Access Codes shall, for all purposes, be deemed to be in writing and signed by Dealer and will be admissible as between the parties to the same extent as other business records originated and maintained in documentary form.

13. **No Warranty.** The System and the Software are made available to Dealer "AS IS". Dealer acknowledges that the System and the Software are made available as a convenience in the operation of Dealer's business, and Dealer assumes responsibility and risk for Dealer's use thereof. **KNOLL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THESE KNOLL ELECTRONIC COMMERCE TERMS AND CONDITIONS AND THE ABILITY OR INABILITY TO PROVIDE ANY SERVICE USING THE SYSTEM OR THE SOFTWARE.**

14. **Limitations.** **KNOLL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THESE KNOLL ELECTRONIC COMMERCE TERMS AND CONDITIONS OR A PARTY'S ABILITY OR INABILITY TO PROVIDE ANY SERVICE USING THE SYSTEM OR THE SOFTWARE. THE ENTIRE RISK OF THE PERFORMANCE, OR THE**

INABILITY TO USE, THE SYSTEM OR THE SOFTWARE, IS WITH DEALER. DEALER AGREES THAT IN NO EVENT SHALL KNOLL'S LIABILITY HEREUNDER EXCEED THE SUM OF \$10,000.

15. Indemnification. Dealer agrees to defend, indemnify and hold harmless Knoll and its affiliates, including its licensors and operators of the Exchange Site, and their directors, employees and agents, from any and all liabilities, costs and expenses, including reasonable attorneys' fees, relating to or arising from (i) any breach by Dealer of any provision of these Knoll Electronic Commerce Terms and Conditions, (ii) Dealer's use of the System and the Software, (iii) the input or transmission of any information by Dealer into or via the System and the Software, and (iv) any negligent acts or omissions by Dealer in connection with its use of the System and the Software.

16. Termination. These Knoll Electronic Commerce Terms and Conditions may be terminated:

a. at any time upon thirty (30) days notice by Knoll to Dealer; or

b. in the event of a breach of these Knoll Electronic Commerce Terms and Conditions by Dealer, which breach remains uncured five (5) business days after notice from Knoll.

17. Amendments. These Knoll Electronic Commerce Terms and Conditions may be amended by Knoll making changes on the Knoll Electronic Commerce Terms and Conditions posted on the Exchange Site or by sending to Dealer's Web Administrator an e-mail setting forth the amendment. The amendment shall take effect the earlier of five (5) days after the e-mail is sent by Knoll or thirty (30) days after posting the amendment on the Exchange Site.

18. Choice of Law/Arbitration. These Knoll Electronic Commerce Terms and Conditions and all actions and transactions hereunder shall be construed under, governed by and interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania, United States of America, without reference to the laws thereof or of any other jurisdiction regarding conflicts of laws or choice of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Knoll Electronic Commerce Terms and Conditions or any performance related to these Knoll Electronic Commerce Terms and Conditions. Any dispute, controversy or claim arising out of or relating to these Knoll Electronic Commerce Terms and Conditions or the

breach, termination or invalidity thereof that cannot be settled through cooperation and consultation shall be finally settled by arbitration administered by the Center for Public Resources (“CPR”) in accordance with the rules of CPR then pertaining by one (1) arbitrator appointed in accordance with the said rules. Judgment upon award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitration shall be in English and held in Philadelphia, Pennsylvania, United States of America. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a juridical acceptance of the award and an order of enforcement, as the case may be.