

CONFIDENTIALITY AND SERVICE AGREEMENT  
Between  
CCI INFORMATION SERVICES, INC.

and

\_\_\_\_\_, ("Customer")

BACKGROUND

CCI Information Services, Inc. ("CIS") is a Georgia corporation engaged in the accumulation, processing and marketing of commercial credit information and Customer is a floor covering distributor. CIS and Customer agree that CIS will make available to Customer trade credit reports and other information (referred collectively as "Information" and other services subject to this Confidentiality Agreement (this "Agreement", which sets out the terms and conditions under which CIS is making the Information available to Customer. Pursuant to the foregoing and in exchange for other valuable consideration set forth below the parties hereby agree as follows:

AGREEMENT

1. General. This Agreement applies to all Information provided by CIS to Customer unless provided under another written contract with CIS. It continues in force unless terminated by either party pursuant to section 8.2.

1.2. No obligation to furnish or pay for any Information arises under this Agreement until Customer places an order and CIS accepts the order for Information. An accepted order is referred to herein as an "Order" This Agreement continues in force even though no Order is presently outstanding.

2. Information; Confidentiality.

2.1. CIS retains all ownership rights in Information regardless of physical form. Customer obtains only such rights as this Agreement explicitly grants. This Agreement grants Customer a nonexclusive, non-transferable license ("License") to use the Information in its business subject to the limitations contained in this Agreement.

3. Restrictions on Use.

3.1. Information is licensed for Customer's internal use only. Customer shall not make available Information for the use of others, including any parent, subsidiary, affiliate, franchisee or dealer of Customer. Customer shall not make Information available to others unless Customer first obtains CIS's written consent.

3.2. Customer shall not use Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of database or marketing list to be provided to a third party.

3.3. The restrictions of Section 3.2 notwithstanding, if a subject of Information inquires of Customer about the source of Information relied on by Customer in reaching a credit decision, Customer may inform the subject whether CIS is a source and refer the subject to CIS so that CIS may review the Information with the subject.

#### 4. Copying.

4.1. Customer may not reproduce (either mechanically or electronically) Information for distribution outside its office.

#### 5. Compliance with Law.

5.1. Customer shall not use Information as a factor in establishing any individual's eligibility for (1) credit or insurance to be used primarily for personal, family or household purposes, or (2) employment.

5.2. Customer shall not use any Information or other service to engage in any unfair or deceptive practices.

#### 6. Limitation of Liability.

6.1. CUSTOMER AGREES THAT CIS DOES NOT AND CANNOT FOR THE FEES CHARGED GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ITS INFORMATION, AND CUSTOMER AGREES NOT TO HOLD CIS LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY CIS'S NEGLIGENT OR OTHER ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING INFORMATION.

6.2. INFORMATION IS USUALLY NOT THE PRODUCT OF AN INDEPENDENT INVESTIGATION PROMPTED BY CUSTOMER INQUIRY BUT IS UPDATED AND REVISED ON A PERIODIC BASIS. CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT CIS IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. CREDIT INSURANCE MAY BE AVAILABLE TO CUSTOMERS NOT WISHING TO ASSUME CREDIT RISKS.

6.3 CUSTOMER AGREES THAT CIS SHALL NOT BE LIABLE TO CUSTOMER FOR NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT OF THIRD PARTIES.

6.4 CUSTOMER AGREES THAT CIS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES NOT TO SUE CIS FOR EXEMPLARY (I.E. PUNITIVE) DAMAGES.

6.5. CUSTOMER AGREES THAT CIS'S LIABILITY FOR A PARTICULAR CLAIM SHALL NOT EXCEED THE AMOUNT PAID FOR THE PARTICULAR SERVICE FURNISHED UPON WHICH THE CLAIM IS BASED OR \$500, WHICHEVER IS GREATER, AND PROMISES NOT TO SUE CIS FOR A GREATER AMOUNT.

#### 7. Miscellaneous; Amendments.

7.1. This Agreement constitutes the full agreement of the parties. Oral promises or agreements are not binding upon either party.

7.2. This Agreement may be amended by a writing executed by both parties.

#### 8. Termination.

8.1. This Agreement shall commence on the date of this Agreement and shall end on December 31 of the year so executed. Unless one of the parties notifies the other party, in writing, by December 31, or any subsequent December 31, of its intention to terminate this Agreement, this Agreement shall automatically renew for the following calendar year.

8.2. Notwithstanding the provisions of section 8.1, CIS or Customer may terminate this Agreement for any reason whatsoever by giving written notice to the other party.

9. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

10. Notices. Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or by recognized overnight delivery service as follows to the following addresses or to any other address mutually agreed upon by the parties:

If to Customer:

If to CIS:

Attn:

CCI Information Services  
Attn: Panos Constantinides  
P.O. Box 8179  
Atlanta, GA 31106

11. Governing Law & Arbitration.

11.1. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

12. No Assignment. Neither party shall assign this Agreement or any interest or obligation herein without the prior written consent of the other party.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the \_\_\_ day of \_\_\_\_\_, 200\_.

CCI INFORMATION SERVICES, INC.

Panos P. Constantinides, President /s/  
Panos P. Constantinides, President

[CUSTOMER]  
BY: