

Tech Data Electronic Commerce User Agreement and License

Complete the bottom section, have the Electronic Commerce User Agreement and License ("Agreement") signed by an authorized signatory and fax or mail the signed agreement to Tech Data Corporation ("Tech Data"). Read all terms and conditions of this Agreement before signing or accessing the Tech Data Web Site or any Informational Databases.

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(i) Web Site. The Web Site means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Tech Data's World Wide Web Site located at www.techdata.com.

(ii) Databases or Informational Databases. The Informational Databases or Database includes all information accessible from Tech Data through the Web Site, which may include, but is not limited to, data structures, technical and other specifications, pricing, advice, and other data and information. All data and other information available on the Informational Databases is proprietary, confidential and the sole property of Tech Data or third parties licensing such information to Tech Data.

2. Security. You must enter a valid user ID and password ("access codes") to access some of the Databases or the Web Site's secure areas. It is your sole responsibility to monitor use of these access codes for all purposes, including, but not limited to ordering. You accept all responsibility for the security of your user ID and password, Informational Databases or Web Site via the access codes. This includes unauthorized access by your employees or third parties, except for access by third parties resulting from Tech Data's sole negligence. Do not disclose your access codes to anyone not authorized to act on your behalf. You agree to review and comply with the Web Site's password security policy as amended from time to time. Your right to use the access codes terminates with your license in accordance with section 8.

3. Third Party Providers. Documents may be transmitted through any third-party (solution or service) provider with which either party may contract. Either party may modify its election to use or change a third-party provider upon thirty (30) calendar days prior written notice. Each party shall be responsible for the costs of its own third-party provider. You will require your third-party provider to agree to terms at least as restrictive as those set forth in this Agreement.

4. Order Validity. You agree not to contest the validity or enforceability of orders placed through the Web Site's secure areas under the provisions of any applicable law. All orders placed using the user ID and password shall, for all purposes, be deemed to be in writing signed by you and will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

5. Terms and Conditions of Sale. Unless otherwise stated in an express written agreement signed by an officer of Tech Data, the terms and conditions contained on Tech Data's written invoices and or purchase orders, the catalog, and available on line, as amended from time to time, shall apply to all transactions initiated through the Web Site. Tech Data's terms and conditions of sale may vary depending upon the country from which you are ordering or the subsidiary with whom you do business.

6. Termination and Modification. Tech Data may elect

to update, modify, change or terminate all or any part of the functionality available through the Informational Databases or Web Site, including modification or termination of the ability to place orders or make inquiries at any time in the future. Tech Data may modify this Agreement from time to time. Any amendments or modifications may be provided to you through on-line notice. You agree that access to the Informational Databases or Web Site after you have, or should have received, notice of modifications or amendments to this Agreement will constitute acceptance of all such modifications or amendments. You agree on termination of this Agreement to immediately discontinue use of your password and to cease accessing the Informational Databases. The Informational Databases and the Web Site's secure areas are confidential information of Tech Data or companies licensing Tech Data and contain copyrighted information.

7. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. The termination or expiration of this Agreement shall not affect any of either party's warranties, indemnification obligations or any other matters set forth in this Agreement that should survive termination or expiration in order to carry out their intended purpose, all of which shall survive termination of this Agreement.

8. License. The Informational Databases are not sold but licensed to you for your internal use in your ordinary course of business for your review, selection, order preparation, support and purchasing of products sold by Tech Data. This license is for the period beginning with your acceptance of this Agreement until termination by you or by us for failure to maintain authorized reseller status or a current distribution agreement; is non-transferable and non-exclusive; and is for use only by your employees engaged in your e-commerce business, and only in accordance with this Agreement and any documentation provided to you or available on-line from time to time. You may NOT, except as otherwise provided in the documentation or on-line (a) copy any of the Web Site or Informational Databases; (b) distribute, rent, sublicense or otherwise transfer or disclose, or (except to access the Database in accordance with the documentation) transmit the Web Site or Informational Databases electronically to any person or entity; (c) modify, translate, merge, or prepare derivative works of the Web Site or Informational Databases; or (d) use any of the Web Site or Informational Databases for service bureau or other purposes not specified in this Agreement or the documentation. You may not decompile, disassemble, probe, or otherwise reverse engineer the Informational Databases or the Web Site.

9. Disclaimer of Warranty; Limitation of Remedies. Tech Data is licensing the Informational Databases and Web Site "AS IS" and "AS AVAILABLE." You acknowledge that the Web Site and/or Informational Databases are licensed for use by you as a convenience for you in communicating with Tech Data. You assume total responsibility and risk for your use of the Informational Databases and, Web Site and your use of the Internet. TECH DATA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE WEB SITE OR INFORMATIONAL DATABASES. Tech Data shall not be liable to you or any third party for any damages arising from or as a result of any delay, omission or error in electronic transmission or receipt of any orders or otherwise made via the Web Site, even if advised of the possibility of such damages. THE DATABASE CONTAINS INFORMATION OBTAINED BY TECH DATA FROM MANUFACTURERS AND OTHERS THAT INDUSTRY SOURCES

BELIEVE WERE RELIABLE, BUT TECH DATA MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES AND LIABILITY REGARDING DATABASE ERRORS AND OMISSIONS, AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES OR OTHER INFORMATION CONTAINED IN THE INFORMATIONAL DATABASES AND THE WEB SITE. You agree that the Web Site gives you significant benefit for no or a modest economic consideration. Your sole and exclusive remedy for any breach of this Agreement by Tech Data shall be to terminate the Agreement and the return of any license fee paid by you to Tech Data. IN NO EVENT WILL TECH DATA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ON ANY LEGAL THEORY WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Additional Disclaimers may be contained in the Web Site and Informational Database.

10. Governing Law. This Agreement and your use of the Informational Databases and Web Site are governed by Florida law and applicable federal laws of the United States. The venue for any disputes arising out of this Agreement shall be, at Tech Data's sole and exclusive option, the courts with proper jurisdiction at Tech Data's corporate headquarters, or the courts with proper jurisdiction at your location.

11. Confidentiality of Information. Neither party shall disclose information obtained pursuant to this Agreement to any person or other entity not a party to or not bound by this Agreement, except for Third Party Providers or other agents who agree to be bound by the terms of this Agreement or agree to terms at least as restrictive as those set forth in this Agreement for a period of one (1) year.

12. Your Obligations. You agree that you shall not use the Informational Databases or Web Site to do any of the following: (i) restrict or inhibit any other user from using and enjoying the Internet, Web Site or Informational Databases; (ii) post or transmit any unlawful, illegal, obscene or pornographic information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including, without limitation, the U.S. Export Control laws and regulations; (iii) knowingly post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component; (iv) upload, post, publish, transmit, reproduce, distribute or participate in the transfer or sale, or in any way exploit any

information, software or other material obtained through the Web Site or Informational Databases which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder. In addition, you may not effect or participate in any activity to (a) post to any usenet or other news group, forum, Email listing or similar group or list, articles which are off topic according to the charter or other public statements of the group or list; (b) send unsolicited mass mailings; or (c) falsify or "spoof" user information provided to Tech Data or to other users in connection with the use of the Informational Databases or Web Site.

13. Indemnity. You agree to defend, indemnify and hold Tech Data and its affiliates, and its and their directors, employees and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees related to or arising from (a) the use of the Informational Databases or Web Site or the placement or transmission of any message, information, software or other material on the Web Site by you and your third party provider; (b) negligent acts or omissions by you and your third party provider in connection with the installations, use or maintenance of the Informational Databases or Web Site; (c) claims for infringement of patents arising from the use of the Informational Databases or Web Site by you and your third party provider other than for its intended purpose, and (d) claims of copyright infringement resulting from the use of the Informational Databases or Web Site by you and your third party provider other than for its intended purpose.

14. Product Availability and Pricing. Tech Data provides access to product and pricing information on an international basis by making such information available on the World Wide Web. Such information may contain references or cross references to products, programs, prices, promotions and services that are not announced or available in your country. Such reference does not imply that Tech Data intends to announce or make available such products, programs, promotions or services, under such prices in your country. Some promotions may not apply in your geographic region. Please check with your Tech Data representative regarding product availability, pricing and promotions and the availability thereof in your geographic area. The products listed in the Informational Databases may not be available in your location due to specific legal requirements related to export restrictions and other legal or contractual requirements imposed upon Tech Data or of your geographic location. Tech Data assumes no responsibility for being unable to provide products or services due to such legal or contractual requirements. You assume all responsibility for obtaining all necessary approvals to obtain Tech Data products or services.

After you have read the above agreement simply fill-in the blanks on the next page; have it approved and signed by an authorized person in your company; then fax page three to (727) 538-5823 for our processing.

Rev. 4/05



WEB

Tech Data Electronic Commerce User Agreement and License

I have read the above agreement and certify that I am an authorized representative of my company with the authority to bind my company. All data fields **MUST** be completed in order for this agreement to be processed in a timely manner.

Please **PRINT** legibly.

Customer Account Number: _____

Company Name: _____

Name of Contact/Master User: _____

Contact/Master User Title: _____

Authorized Executive Signature: _____

Authorized Executive Title: _____

Street Address: _____

City/State/ZIP Code: _____

Contact Business Telephone: _____

Contact E-mail Address: _____

Please return this signatory page **only** by fax or postal mail.

Send by Mail or Fax to:



Tech Data Corporation
Attn: EC Implementations
5350 Tech Data Drive
Clearwater, FL 33760

Fax: (727) 538-5823

An ID/password will be e-mailed to the Contact/Master User within three to five business days.

Access Tech Data's website at www.techdata.com

Thank you for your interest in e-commerce at Tech Data.

If you have any further questions please contact our Electronic Commerce Support team:

Electronic Commerce Support

U.S.call (800) 222-7926 or e-mail: ecsupport@techdata.com

Latin America/Caribbean call (727) 532-8850

Canada call (800) 334-2445

Rev. 4/05