



## Tech Data Electronic Commerce User Agreement and License

Complete the bottom section, have the Agreement signed by an authorized signator and either fax it or mail it to Tech Data Canada Inc. ("Tech Data Canada"). We will process your request and contact you to begin your service. Read all terms and conditions of this Agreement before signing, opening any software media package or accessing the Tech Data Canada Web Site or any Informational Database. By opening any software package or accessing the Web Site or Informational Database, your organization ("you") agree to these terms and conditions, as modified or amended from time to time and each time you access the Database, Software or the Site, you re-confirm your agreement. If you do not agree to these terms and conditions, you may elect not to access the Database or Site, and must, if applicable, return any accompanying software product container and its contents, including any unopened software media package, to Tech Data Canada. This Agreement is effective from the day you initially use or install the Software, access the Data-base or Site until such time as you cease to be an authorized reseller of Tech Data Canada.

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

(i) Site or Web Site. The Site or 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 Canada's World Wide Web Site located at [www.techdata.com](http://www.techdata.com).

(ii) Software. The Software, if any, includes all concepts, users and program interfaces and structures, functionality, computer code and other technology inherent in all computer software programs and all copies of the software supporting any of Tech Data Canada's electronic commerce tools and products. You may make and maintain one copy of the Software per employee making authorized use of the Software.

(iii) Databases or Informational Databases. The Informational Databases or Database includes all information accessible from Tech Data Canada through the Software or the Site, which may include, but is not limited to, data structures, technical and other specifications, pricing, advise, 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 Canada or third parties licensing such information to Tech Data Canada.

2. Security. You must enter a valid user ID and password ("access codes") to use certain Software, access some of the Databases or access 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, and utilization of the Software, 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 Canada's sole negligence. You have the ability to modify your password at any time. Tech Data Canada recommends you modify your password regularly. Notify Tech Data Canada immediately if you wish to terminate your master user ID and password or have these access codes reissued. Do not disclose your access codes to anyone not authorized to act on your behalf.

3. Order Validity. You agree not to contest the validity or enforceability of orders placed via the Software or 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.

4. Terms and Conditions of Sale. Unless otherwise stated in an express written agreement signed by an officer of Tech Data Canada, the terms and conditions contained on Tech Data Canada's

written invoices, the catalog, and available on line, as amended from time to time, shall apply to all transactions initiated via the Software or through the Web Site. Tech Data Canada'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. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

5. Termination and Modification. Tech Data Canada may elect to update, modify, change or terminate all or any part of the functionality available through the Software or Informational Databases or Site, including modification or termination of the ability to place orders or make inquiries at any time in the future. Tech Data Canada may modify this Agreement from time to time. Any amendments or modifications may be provided to you through on-line notice. You agree that use of the Software or access to the Informational Databases or 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 immediately to cease accessing the Informational Databases and to return any Software provided. The Software, Informational Databases, and the Site's secure areas are confidential information of Tech Data Canada or companies licensing Tech Data Canada and contain copyrighted information.

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7. Disclaimer of Warranty; Limitation of Remedies. Tech Data Canada is licensing the Software, Informational Databases and Site "AS IS" and "AS AVAILABLE." You acknowledge that the Site and/or Software are licensed for use by you as a convenience for you in communicating with Tech Data Canada. You assume total responsibility and risk for your use of the Software, Informational Databases, Site ELECTRONIC COMMERCE USER AGREEMENT AND LICENSE and your use of the Internet. TECH DATA CANADA 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 SOFTWARE, SITE OR INFORMATIONAL DATABASES. Tech Data Canada 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 pursuant to the Software or via the Site, even if advised of the possibility of such damages. THE DATABASE CONTAINS INFORMATION OBTAINED BY TECH DATA CANADA FROM MANUFACTURERS AND OTHERS THAT INDUSTRY SOURCES BELIEVE WERE RELIABLE, BUT TECH DATA CANADA MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES AND LIABILITY

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8. **Governing Law.** This Agreement and your use of the Software, Informational Databases and Site are governed by internal 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 Canada's sole and exclusive option, the courts with proper jurisdiction at Tech Data Canada's corporate headquarters, or the courts with proper jurisdiction at your location.

9. **Your Obligations.** You agree that you shall not use the Software, Informational Databases or Site to do any of the following: (i) restrict or inhibit any other user from using and enjoying the Internet, Site, Software 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 Software, 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 Canada or to other users in connection with the use of Software, Informational Databases or Site.

10. **Indemnity.** You agree to defend, indemnify and hold Tech Data Canada 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 Software, Informational Databases or Site or the placement or transmission of any message, information, software or other material on the Site by you; (b) negligent acts or omissions by you in connection with the installations, use or maintenance of the Software, Informational Databases or Site; (c) claims for infringement of patents arising from the use of the Software, Informational Databases or Site by you, and (d) claims of copyright infringement resulting from the use of the Software, Informational Databases or Site by you.

11. **Product Availability and Pricing.** Tech Data Canada provides access to product and pricing information on an international basis as a result of 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 Canada intends to announce or make available such products, programs, promotions or services, under such prices in your country. Any promotions may not apply in your geographic region. Please check with your Tech Data Canada 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 Canada or of your geographic location. Tech Data Canada 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 Canada products or services.

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## Tech Data Electronic Commerce User Agreement and License

I have read the above agreement and I accept the terms:

**Customer No.:**

**Company:**

**Contact Name:**

**Authorized**

**Signature:** \_\_\_\_\_

**Title:**

**Address:**

**City/Province/PC:** , , -

**Phone:** - -

**Email address:**



**Mail or Fax To:**

Tech Data Canada

Attn: Electronic Commerce Support

6911 Creditview Road

Mississauga, ON L5N 8G1

**Fax: (727) 538-5823**

**Your password will be mailed via the U.S. Postal Service in three to five business days.**

**Access TDweb at [www.techdata.com](http://www.techdata.com)**

**Tech Data IT Support Services:**

Canada (800) 334-2445

U.S. (800) 222-7926 / Latin America/Caribbean (727) 532-8850