



## Tech Data Electronic Commerce User Agreement and License

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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'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'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 through the Software or the 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 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's sole negligence. You have the ability to modify your password at any time. Tech Data recommends you modify your password regularly. Notify Tech Data 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, the terms and conditions contained on Tech Data's written

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ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

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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'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.

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

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## Tech Data Electronic Commerce User Agreement and License

### FOR MANUFACTURER USE ONLY

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

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_



**Mail or Fax To:**

Tech Data Corporation  
Attn: Tech Data IT Support Services  
5350 Tech Data Drive  
Clearwater, FL 33760

**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)**