

		CI

CONTACT NAME CONTACT EMAIL CONTACT PHONE EXTENSION

EMAIL ADDRESS WHERE INVOICES SHOULD BE SENT

PLEASE SELECT IF YOU PREFER A SEPARATE PDF PER INVOICE OR

ONE PDF FOR ALL INVOICES BY DATE?

SEPARATE

ALL

ADDITIONAL CONTACTS		
FULL NAME	CONTACT EMAIL	CONTACT TYPE
FULL NAME	CONTACT EMAIL	CONTACT TYPE
FULL NAME	CONTACT EMAIL	CONTACT TYPE
FULL NAME	CONTACT EMAIL	CONTACT TYPE

BUSINESS INFORMATION			
LEGAL NAME OF BUSINESS TRADE NAM		A	DATE BUSINESS ESTABLISHED
BUSINESS PHONE NUMBER	D&B #		
COMPANY TYPE	IF PUBLIC, STOCK SY	MBOL	IF PRIVATE, COMPANY TYPE
STATE OF INCORPORATION	COUNTRY OF INCOR	PORATION	DESCRIPTION OF BUSINESS
OTHER BUSINESS DESCRIPTION			

IS YOUR COMPANY OWNED, WHOLE OR IN PART, BY A MUNICIPAL, STATE, OR FEDERAL GOVERNMENT ENTITY?

WHAT TECHNOLOGY REVENUE GOAL DOES YOUR COMPANY HAVE FOR THIS FISCAL YEAR?

WHAT PERCENTAGE OF YOUR BUSINESS IS SERVICES THAT YOU PERFORM FOR END USERS?

WHO ARE YOUR TOP 5 VENDORS AND WHAT PERCENT OF YOUR BUSINESS DO THEY MAKE UP?



BUSINESS INFORMATION (CONTINUED)				
COMPANY ADDRESS				
STREET ADDRESS	CITY	STATE	ZIP	COUNTRY
BILLING ADDRESS				
STREET ADDRESS	CITY	STATE	ZIP	COUNTRY
FEDERAL TAX ID	COMPANY WEBSITE	PR	EVIOUS ACCO	UNT NUMBER

PLEASE LIST OWNERS WITH 10% OR GREATER OWNERSHIP IN BUSINESS (GREATEST TO LEAST)			
PRINCIPAL NAME	PRINCIPAL TITLE		
PRINCIPAL EMAIL	% OF OWNERSHIP		
PRINCIPAL NAME	PRINCIPAL TITLE		
PRINCIPAL EMAIL	% OF OWNERSHIP		
I THIOH AL LIMAL	70 Of OWNERORIII		
PRINCIPAL NAME	PRINCIPAL TITLE		
PRINCIPAL NAME	PRINCIPAL TITLE		
	·		
PRINCIPAL EMAIL	% OF OWNERSHIP		
	PRINCIPAL TITLE		
PRINCIPAL NAME	PRINCIPAL TITLE		
PRINCIPAL EMAIL	% OF OWNERSHIP		

EXPORT INFORMATION

DO YOU ANTICIPATE EXPORTING FOR RE-SALE ANY OF THE PRODUCTS YOU WILL BE PURCHASING FROM TECH DATA CORPORATION?

IF YES, PLEASE SELECT THE APPROPRIATE EXPORT MARKETS BELOW

THE BUYER RESPONSIBLE CLAUSE

Reseller acknowledges and agrees that the goods, software, and technology subject to this Agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Reseller will comply with these laws and regulations. Reseller shall not, without prior U.S. government authorization, export, reexport, or transfer any goods, software, or technology subject to this Agreement, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any goods, software or technology subject to this Agreement may not be exported,

re exported, or transferred to an encluser engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: '(1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons. Please initial as acknowledgement



CREDIT & FINANCING

CREDIT LIMIT AMOUNT REQUESTED DO YOU CURRENTLY FINANCE THROUGH A FLOORING OR LEASING PROGRAM?

FINANCE COMPANY NAME FINANCE COMPANY PHONE NUMBER

BANK & TRADE REFERENCES

BANK REFERENCES

BANK NAME CHECKING ACCOUNT NUMBER

PHONE NUMBER CONTACT NAME

STREET CITY STATE ZIP COUNTRY

DO YOU HAVE A LINE OF CREDIT WITH YOUR BANK? IF YES, PLEASE PROVIDE THE ACCOUNT NUMBER

BANK NAME CHECKING ACCOUNT NUMBER

PHONE NUMBER CONTACT NAME

STREET CITY STATE ZIP COUNTRY

DO YOU HAVE A LINE OF CREDIT WITH YOUR BANK? IF YES, PLEASE PROVIDE THE ACCOUNT NUMBER

TRADE REFERENCES

COMPANY NAME ACCOUNT NUMBER

PHONE NUMBER CONTACT NAME

STREET CITY STATE ZIP COUNTRY

COMPANY NAME ACCOUNT NUMBER

PHONE NUMBER CONTACT NAME

STREET CITY STATE ZIP COUNTRY



ELECTRONIC COMMERCE CONTACT [for access to Tech Data's website(s)]			
MASTER ADMIN FIRST NAME	MASTER ADMIN LAST NAME		
MASTER ADMIN EMAIL	MASTER ADMIN PHONE	EXTENSION	

AGREEMENTS

TERMS AND CONDITIONS OF SALE ACKNOWLEDGEMENT

Buyer acknowledges and agrees that the Terms and Conditions of Sale located at https://tdcontent.techdata.com/content/visitor/abouttd/conditions.aspx, controls its purchases of Product (as defined in the Terms and Conditions of Sale) from Tech Data Corporation and its U.S. subsidiary AVT Technology Solutions LLC. If Buyer would like to purchase Product from Tech Data Government Solutions, LLC ("TDGS") or other Tech Data subsidiaries, Tech Data will provide additional agreements for Buyer's review and execution.

BUYER	
Name:	
Title:	
Date:	



AGREEMENTS

ELECTRONIC COMMERCE AGREEMENT

- 1. <u>Definitions</u>. For purposes of this Agreement, the following definitions shall apply:
- (i) <u>Site or Web Site</u>. 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 online properties and accessbile with your Access Codes (defined below).
- (ii) <u>Software</u>. 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.
- (iii) <u>Databases or Informational Databases</u>. The Informational Databases or Database includes all information accessible with your Access Codes, 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. <u>Security</u>. You must enter a valid user ID and password ("Access Codes") to, access 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. <u>Order Validity</u>. 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. <u>Terms and Conditions of Sale</u>. 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 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'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. <u>Termination and Modification</u>. Tech Data 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 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 or companies licensing Tech Data and contain copyrighted information.
- 6. <u>License</u>. The Software and 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 for failure to maintain authorized reseller status; is non-transferable and non-exclusive; and is for use only by your employees engaged in your computer reseller 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 Site, Software 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 Site, Software or Informational Databases electronically to any person or entity; (c) modify, translate, merge, or prepare derivative works of the Site, Software or Informational Databases; or (d) use any of the Site, Software 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 Software, Informational Databases or the Site

- <u>Disclaimer of Warranty; Limitation of Remedies</u>. Tech Data 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. You assume total responsibility and risk for your use of the Software, Informational Databases, 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 SOFTWARE, 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 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 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 SITE. You agree that the Site and/or Software give 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 Software, Site and Database.
- 8. <u>Governing Law</u>. 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 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 Software, Informational Databases or Site.
- 10. <u>Indemnity.</u> 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) negligent acts or omissions by you in connection with the installations, use or maintenance of the Software, Informational Databases or Site; (b) claims for infringement of patents arising from the use of the Software, Informational Databases or Site by you other than for its intended purpose, and (c) claims of copyright infringement resulting from the use of the Software, Informational Databases or Site by you other than for its intended purpose.
- 11. Product Availability and Pricing. Tech Data 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 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 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.