

CRANEL E-COMMERCE TERMS OF USE

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions by which Reseller shall have access to Cranel's shop.cranel.com web site (the "Site") and e-commerce capabilities, and by which Orders will be placed by Reseller and accepted by Cranel for Cranel Products. Third party terms and conditions, such as warranty or shrink wrapped software license, shall separately govern the relationship between the third party and Reseller for a particular Product.

2. SITE REGISTRATION AND PASSWORD PROTECTION

(a) Shop.cranel.com is a restricted site and is not available to the general public. Each of Reseller's employees authorized to conduct business with Cranel through the Site must be a Registered User. Each Registered User shall be assigned a unique user name and password. Cranel reserves the right in its sole discretion to approve or disapprove any request for a user name and password. As used in this Agreement, "Registered User" means the Reseller and those individuals authorized by Reseller and approved by Cranel to use the Site on behalf of Reseller. Reseller represents and warrants that each Registered User has the authority to bind Reseller and that each Registered User will use the Site solely in a capacity on behalf of the Reseller.

(b) Cranel reserves the right to revoke any Registered User's password and terminate any Registered User's access to the Site without notice to or consent from the Registered User or Reseller. Registered User's right to use his or her password terminates when Registered User leaves the employ of Reseller under which Registered User qualified for access to the Site.

(c) Reseller shall appoint one Registered User to serve as the administrator for the Site on behalf of Reseller (the "Super User"). In addition to its responsibilities as a Registered User, the Super User is responsible for managing the registration of Reseller's Registered Users, the assignment of passwords to the Registered Users, and the cancellation of passwords upon the termination of a Registered User's access to the Site.

(d) Individual Registered Users are not permitted to transfer user names and passwords to other persons. Reseller shall be responsible for ensuring that each Registered User maintains confidentiality of passwords, confidentiality of all content derived from this Site, and security with respect to its access to the Site. Each Registered User must immediately notify the Super User of any unauthorized use of the Registered User's password or any other breach of security. Upon discovering any unauthorized use of a Registered User's password or any other breach of security, Super User shall immediately notify the Site of the same by emailing Cranel at salesaudit@cranel.com.

(e) Reseller shall be liable for all losses incurred and all injury sustained by Cranel due to unauthorized use of a user name and password that Super User failed to deactivate or that Reseller, Super User or any Registered User knew or should have known was being used by an unauthorized person.

3. USE OF SITE

(a) In consideration of Reseller's use of the Site, Reseller agrees that each of its Registered Users will: (a) provide true, accurate, current and complete information as prompted by the Site; and (b) maintain and promptly update information to keep it true, accurate, current and complete.

(b) By submitting data or other content to the Site, Reseller grants Cranel, its successors, and assigns, the right to use, reproduce, display, perform, and adapt such data and content in the format and for the purposes described herein. Reseller represents and warrants that it owns or otherwise controls all of the rights to the submitted data and content and that use of Reseller's data and content by Cranel will not violate the rights of any third party or result in the breach of or constitute a default under or require any consent under any other agreement or instrument to which Reseller is a party or by which Reseller may be bound or affected.

(c) Cranel will be responsible for acting only on those instructions sent through the Site which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages sent. Cranel shall not be responsible for any losses or delays in transmission of instructions arising out of the use of any Internet access service provider, email provider, or caused by any browser software. Cranel shall not be responsible for any computer virus or related problems which may be attributable to services provided by any Internet access service provider.

(d) Cranel will not have any liability in connection with any act or omission of any third party, or any actions or transactions by a party that uses a user name and password assigned to any of Reseller's Registered Users.

4. STOREFRONT

Subject to the terms and conditions of this Agreement, Cranel will use commercially reasonable efforts to make available to Reseller an online means to configure and manage a storefront that will be stored on and operated from the Cranel server(s). The storefront will allow Reseller's customers to source Cranel Products and, at Cranel's option non-Cranel products and services. The storefront, as configured at the time this Agreement is executed, shall not allow Reseller's customers to place orders directly with Cranel. Implementation of such capabilities may require Reseller to execute additional attachments and/or agreements as Cranel determines necessary in its sole discretion. Co-branding of any storefront permitted by Cranel and any use of any marks or logos of Cranel shall be permitted only pursuant to a written license agreement between Cranel and Reseller.

5. RESELLER OBLIGATIONS

(a) Reseller certifies that by placing an Order with Cranel it is in compliance with all requirements that may be imposed by the individual manufacturers for all Products Reseller acquires from Cranel (the "Manufacturer").

(b) Reseller agrees to perform those obligations Cranel may be required by the Manufacturer to have the Reseller perform, which may include, but may not be limited to the following:

(1) to provide to the End User agreements (such as the Manufacturer's software license agreement) and, as applicable, obtain the End User's signature to them, store them, and

forward them, as instructed, which the Manufacturer requires Cranel to require the Reseller to provide to the End User;

(2) to properly implement or distribute, as applicable, promotional offerings and materials, incentives, marketing funds, support agreementation, and advertising material provided by the Manufacturers to Cranel, which Cranel distributes to Reseller;

(3) to comply with Cranel's reporting requirements for information regarding Reseller's activities for particular Products which Cranel is required to report to the Manufacturers.

(c) Reseller agrees to refund to Cranel the amount of all discounts, fees, rebates, allowances, audit and other compliance verification procedure expenses, and promotional and marketing funds provided Reseller that Cranel reimburses the Manufacturer as a result of Reseller's nonperformance of its obligations to the Manufacturer or those obligations Cranel may be required by the Manufacturer to have the Reseller perform. Cranel may also recover such refund by offsetting any amounts due to Reseller from Cranel.

(d) Reseller will maintain records of its customers' purchases of Products Reseller acquires under this Agreement, which at a minimum must include such purchaser's name, address, phone number, date of sale, product numbers, quantities, serial numbers, compliance with value-added requirements, and shipment address. Reseller must also comply with any additional record keeping requirements provided by the Manufacturer. Reseller shall keep such records for seven 7 years, or for a shorter period if so provided for such information by the Manufacturer.

(e) Cranel may periodically review Reseller's compliance with this Agreement. Cranel will give Reseller reasonable notice of a compliance review. Reseller agrees to provide Cranel with relevant records on request. Cranel may produce and retain copies of these records and disclose them to the Manufacturer. Cranel, or an independent auditor, may conduct a review of Reseller's compliance with this Agreement on Reseller's premises during Reseller's normal business hours.

6. CRANEL OBLIGATIONS

Cranel's obligations under this Agreement may be performed by any division, subsidiary or affiliate of Cranel, Incorporated.

7. MISPRINTS AND ERRORS, PRODUCT AVAILABILITY, PRICES AND ORDERS

(a) Cranel shall use commercially reasonable efforts to provide current and accurate information on the Site. Nevertheless, misprints or other errors may occur. Accordingly, Cranel reserves the right to change the prices, fees and charges regarding the goods and services available through the Site at any time and from time to time without any notice or liability to Reseller or any other person.

(b) Cranel does not guarantee that Products advertised on the Site will be available when ordered or thereafter. Cranel reserves the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever. In the event that Reseller places an order for goods or services for which the price was incorrectly displayed, Cranel will provide Reseller with an opportunity to place an order at the correct price. If Reseller orders Products that are not available, Cranel will notify Reseller within a reasonable amount of time that such Products are not available. Cranel reserves the right to limit quantities of Products licensed or sold.

(c) The advertisement of Products on the Site is an invitation for purchase orders, and is not an offer to sell. Reseller's properly completed and delivered order form constitutes an offer to purchase the Products referenced in an order placed by Reseller. Reseller shall place orders for Products through the functionality of the Site, by submitting orders on Reseller's standard purchase order form or on an alternate order form approved by Cranel or otherwise by electronic means acceptable to Cranel. Reseller's order shall identify the Products, unit quantities, part numbers, descriptions, and any applicable quote or statement of work. Cranel may require Reseller to submit certain additional information with an order. Reseller's order is subject to Cranel's credit and acceptance requirements. An order submitted by Reseller shall be deemed to be accepted only if and when Cranel sends both an order acceptance and a shipment notice to Reseller via email, if such order was placed via the Site, or if Cranel sends an invoice to Reseller or ships the Products for orders placed in any other acceptable manner. Reseller's order that has been accepted by Cranel shall be referred to as an "Order". *All Orders placed by Reseller via the Site, by purchase order or by other electronic means shall be deemed to incorporate the terms and conditions of this Agreement and the Cranel Terms and Conditions of Sales (as such may be amended, revised, modified or supplemented from time to time). In no event shall preprinted terms and conditions on a Reseller agreement (e.g., purchase orders, confirmations, acceptances) modify or add to the terms of an Order.*

8. PROPRIETARY RIGHTS

Reseller acknowledges and agrees that the content of the Site is protected by copyright and portions of the Site content are also subject of patent, trade secret, trademark, service mark, or other proprietary rights and laws, and constitute the proprietary information (the "Proprietary Information") of Cranel, Incorporated, and its affiliates, or third parties. Reseller agrees not to publicly display, publicly perform, publish, transmit, modify, distribute, copy, reproduce, adapt, edit, or create derivative works from such Proprietary Information. Use of the Proprietary Information for any purpose not expressly permitted in this Agreement is prohibited. Cranel retains all title and ownership of the Proprietary Information and the granting of the license herein does not transfer any right, title, or interest in the Proprietary Information except as specifically provided in this Agreement. If an Order includes software or other intellectual property, such software or other intellectual property is provided by Cranel to Reseller subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in this Agreement, Cranel is not the licensor and Reseller acquires the license directly from the Manufacturer or the Manufacturer's authorized licensor.

9. LIMITED LICENSE FOR USE OF SITE AND PROPRIETARY MATERIALS

Subject to the terms hereof, Cranel grants Reseller a non-exclusive, non-transferable, non-

assignable limited sublicense to use the Site and the Proprietary Information contained in the Site for the purposes stated herein.

10. ADVERTISING

Neither Cranel or Reseller shall use the name, trademarks, trade names or logos of the other party without the prior written consent of such party.

11. NO LINKS; NO ENDORSEMENT

Unless otherwise provided in this Agreement or by written consent of Cranel, no hyperlinks to the Site are permitted. Any links to third party web sites are not an endorsement, sponsorship, or recommendation of the third parties or the third parties' ideas, products, or services. Similarly, any references in the Site to third parties and their products or services does not constitute an endorsement, sponsorship, or recommendation.

12. CONFIDENTIAL INFORMATION

Reseller and Cranel agree that if confidential information is to be exchanged they may require that a mutually agreeable non disclosure agreement be signed. This Section does not obligate either party to accept confidential information from the other party. Reseller shall not make or authorize disclosure of the terms, conditions and pricing of this Agreement and Cranel's business policies, programs and practices to third parties without the prior written consent of Cranel.

13. INDEPENDENT CONTRACTOR

Cranel and Reseller shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Agreement does not establish a joint venture or partnership. Reseller has no authority and agrees not to assume or create any obligations on Cranel's behalf, including but not limited to commitments with respect to quantities, deliveries, modifications, performance capacity of the Products, interfacing, capability, suitability of software, or suitability in specific applications. Reseller will indemnify Cranel from liability for any such obligations assumed or created by Reseller. Cranel shall not be deemed a party to any agreement between Reseller and its customers.

14. DISCLAIMER OF WARRANTIES

ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") IS PROVIDED "AS IS" AND "AS AVAILABLE." THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CRANEL DOES NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT, THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

15. LIMITATION OF LIABILITY

(a) UNDER NO CIRCUMSTANCES SHALL CRANEL BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE WHETHER BASED ON ACTIONS IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF CRANEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(b) Reseller shall indemnify and hold Cranel harmless from all liability, costs and expenses (including reasonable attorneys fees) for any and all claims by third parties against Cranel resulting from Reseller's performance or failure to perform under this Agreement. In addition, Reseller is responsible for any other actual loss or damage associated with a breach by Reseller of these terms and conditions. Furthermore, Reseller is responsible for any damages associated with the intellectual property terms described above.

16. TERM; TERMINATION

This Agreement shall commence on the date the first Reseller user is given access to use this site and continue until such time as provided herein. Either party may terminate this Agreement without cause at any time by giving the other party at least thirty (30) days prior written notice. All valid Orders existing at the time of termination of this Agreement shall, at Cranel's discretion, remain in effect and be performed in accordance with the terms of this Agreement.

17. SURVIVAL

Sections 12, 13, 14, 15, 16, 20, 23 and 24 shall survive termination of this Agreement.

18. ENTIRE AGREEMENT

This Agreement together with the Cranel Terms and Conditions of Sales constitute the entire agreement between Reseller and Cranel with respect to Reseller's use of this Site and Order placement, and supersede all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between Reseller and Cranel. If any provision(s) of this Agreement is held invalid or unenforceable, those provisions shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect.

19. AMENDMENT

Cranel reserves the right at its discretion to amend and revise terms and conditions of this Agreement by posting such revisions or changes on the Site. Reseller's continued use of the Site or placement of Orders with Cranel following the posting of any such amendment or revision constitutes acceptance of those changes. Amendments or revisions to this Agreement shall be effective upon posting.

20. ASSIGNMENT

This Agreement shall bind and inure to the benefit of Cranel's successors and assigns, including without limitation, any entity into which Cranel may merge or consolidate. Reseller may not assign or delegate any of Reseller's rights or obligations under this Agreement without Cranel's prior written consent. Any attempted assignment, delegation or transfer by Reseller without such consent of Cranel shall be void.

21. CONFLICT OF TERMS

In the event of a conflict between any term, condition or provision of this Agreement and any term, condition or provision in the Cranel Terms and Conditions of Sales, this Agreement shall control.

22. FORCE MAJUERE

Neither party shall be liable for failure to fulfill its obligations under this Agreement or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, Government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

23. NO WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of any provision itself.

24. APPLICABLE LAW; JURISDICTION AND VENUE

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, excluding any law or principle which would apply the law of any other jurisdiction. Reseller hereby waives any objection that it now has or may have in the future to venue in the Federal and state courts in Franklin County, Ohio.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which and any copies thereof shall be an original and all of which shall constitute together one and the same agreement.

26. HEADINGS

The headings used in this Agreement are for convenience of reference only and shall be ignored in the construction and interpretation of this Agreement.

27. DEFINITIONS

"End User" means Reseller's customer; the user of the Products.

"Product(s)" are hardware, software, documentation, accessories, supplies, parts and services sold by Cranel.