



## NewWave Electronic Commerce User and Site Access Agreement

NewWave Technologies Inc. ("NewWave") makes available various third-party hardware and software products through its Internet website ("Site"). Acceptance of this Electronic Commerce User and Site Access Agreement ("Agreement") is required prior to your access of the secured areas of the Site, including but not limited to the initiation of any online orders through the Site. Complete the bottom section, have Agreement signed by a Corporate Officer or designated agent with signing or purchasing authority and either fax it or mail it to NewWave. We will process your request and contact you to begin your service. By accessing or using the Site, your organization ("you") agrees to this Agreement, and any modifications NewWave in its sole discretion from time to time may make, and each time you access the Site, you reconfirm your agreement. If you do not agree to these terms and conditions, you may not access or use any of the Site's features or functionality, including its secure online ordering feature.

1. Online Order Validity. For the convenience of our customers, we offer direct online ordering of hardware and software products ("Products") through our Site. You agree not to contest the validity or enforceability of orders placed through the Site. All orders placed electronically through our Site, using our designated online order process, 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. FAILURE TO COMPLY WITH THE PROCEDURES ESTABLISHED BY NEWWAVE FOR ONLINE ORDERING MAY RESULT, AT NEWWAVE'S SOLE DISCRETION, IN INVALIDATION OF YOUR ORDER.

2. Security. You must enter a valid user ID and password (collectively, "Access Codes") to access the Site's secure areas and to place an online order. 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, and NewWave disclaims all responsibility, for the security of your user ID and password, and for utilization of the Site via the Access Codes. This includes unauthorized access by your employees or third parties, except for access by third parties resulting from NewWave's sole negligence. You have the ability to modify your password at any time. NewWave recommends you modify your password regularly. Notify NewWave 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. Terms and Conditions of Sale. All orders of Products from NewWave or through the Site (offline or online) are governed by the purchase order or purchase agreement applicable to those orders. A copy of any such purchase order or agreement will be provided or made available to you, either electronically or in physical (hard copy) form. You are responsible for reviewing the terms of such order or agreement prior to consummation of an order. Complete Terms of Sale our located on our site at [www.newwavetech.com](http://www.newwavetech.com). Your execution of an online order as set forth in Sections 1 and 2 herein shall constitute a binding acceptance of the terms and conditions of the purchase order or agreement applicable to such order, equivalent in all respects to a physical writing.

4. Termination. NewWave may elect to terminate its Site or online ordering feature at any time with or without notice to you. NewWave also may determine, in its sole discretion, to terminate your eligibility to access the Site's secure areas or to participate in its online ordering system at any time, immediately upon notice to you.

5. Confidentiality. From time to time during the course of your dealings with NewWave, you may be provided with access to confidential information belonging to NewWave or one of its suppliers/licensors. Such information is to be regarded as confidential by you and accorded such protections as you ordinarily provide to protect your own confidential information or as reasonably should be accorded information of its type and character, whichever is greater. All information contained in the Site's secure, Access-Code-only areas should be regarded as confidential.

6. License. **THE CONTENTS OF THIS SITE, INCLUDING ITS "LOOK AND FEEL" (E.G., TEXT, GRAPHICS, IMAGES, LOGOS, AND BUTTON ICONS), EDITORIAL CONTENT, NOTICES, SOFTWARE (INCLUDING HTML-BASED COMPUTER PROGRAMS) AND OTHER MATERIAL (COLLECTIVELY, "MATERIAL"), ARE PROTECTED UNDER BOTH UNITED STATES AND FOREIGN PATENT, COPYRIGHT, TRADEMARK, AND OTHER LAWS.** The compilation (including the selection, arrangement and assembly) of the Material also is the exclusive property of NewWave and protected by U.S. and international copyright laws. You may download and/or print a copy of the Material or any part thereof for your internal use only. Permission to reprint or electronically reproduce any of the Material for any other purpose is expressly prohibited, unless prior written consent is obtained from the respective copyright holder(s). The use or distribution of the Material on any other web site or in a networked computer environment for any purpose is prohibited. You agree to retain all copyrights, trademarks, service marks, warnings, liability limitations, disclosures and other types of notices on the Material or any copy of the Material. You may not modify, translate, merge, or prepare derivative works of the Site or Material.

7. Your Use of the Site. You agree to use and access the Site only for lawful purposes and for the purposes for which the Site is intended. Without limiting the foregoing, you agree not to attempt to burden or overload the Site; to access areas of the Site to which NewWave has not provided you such access; to make the Site or portions thereof unavailable for other users; to introduce or transmit computer viruses, worms, Trojan horses or other destructive code; or to use or employ any type of search "bot," "spider" or other mechanism to search the Material on the Site, other than any search functionality provided by NewWave or available as a standard feature of commercially available web browsers (e.g., Microsoft Internet Explorer or Netscape Navigator).

8. Product Availability and Pricing. Product pricing, promotion and availability may vary from jurisdiction to jurisdiction. Accordingly, information contained on the Site may not apply to you. Among other things, legal and regulatory requirements for Products may vary by jurisdiction, impacting these and other issues. MISREPRESENTATION OF YOUR LOCATION OR ANY OTHER CHARACTERISTIC RELEVANT TO PRODUCT PRICING, PROMOTION OR AVAILABILITY SHALL BE REGARDED AS A BREACH OF THIS AGREEMENT, SUBJECTING YOU TO IMMEDIATE TERMINATION IN ADDITION TO ALL DAMAGES TO WHICH NEWWAVE MAY BE ENTITLED UNDER APPLICABLE LAW. In addition, although NewWave attempts to keep the Site current, information may be out-of-date. Please check with your NewWave representative if you have any questions regarding pricing, Product availability or promotions for which you are eligible.

9. Disclaimer of Warranty; Limitation of Remedies. The Site and Material are provided "as is." NEWWAVE 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 PRODUCTS MADE AVAILABLE THROUGH THE SITE, THE FUNCTIONALITY OR ACCESSIBILITY OF THE SITE, OR THE SECURITY OR FUNCTIONALITY OF THOSE AREAS OF THE SITE INTENDED TO BE ACCESSIBLE ONLY THROUGH USE OF THE ACCESS CODES. THE SITE CONTAINS INFORMATION OBTAINED BY NEWWAVE FROM MANUFACTURERS AND OTHERS. NEWWAVE MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THAT INFORMATION, OR OF ANY OTHER INFORMATION CONTAINED ON THE SITE. NewWave shall not be liable to you or any third party for damages arising from or relating to the disclosure of secured or confidential customer information unless caused by our gross negligence or willful misconduct, even if advised of the possibility of such damages. NewWave shall not be liable to you or any third party for damages arising from or relating to any of the other above items, any delay, omission or error in electronic transmission, receipt or any other aspect of an online order through the Site, or any other act or omission relating to or arising out of the Site or this Agreement, even if advised of the possibility of such damages. Your sole and exclusive remedy for any breach of this Agreement by NewWave shall be to terminate the Agreement and any online order to which the breach relates. IN NO EVENT WILL YOU OR NEWWAVE BE LIABLE FOR ANY 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 purchase order or agreement applicable to any online order.

10. Governing Law. This Agreement and any online orders placed through the Site are governed by the laws of the State of Maryland, without regard for its conflict- or choice-of-law principles. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

11. Exclusive Forum for Domestic Customers. You and NewWave agree that, if you are located in the United States (or, in the case of a dispute arising out of an online order, if the recipient of the Product is located in the United States), any dispute arising out or relating to this Agreement or to any online order through the Site shall be subject to the exclusive jurisdiction of the state or federal courts

with jurisdiction over Montgomery County, Maryland.

12. Exclusive Forum for International Customers. You and NewWave agree that, if you are located outside of the United States (or, in the case of a dispute arising out of an online order, if the recipient of the Product is located outside of the United States), any dispute arising out of or relating to this Agreement or to any online order through the Site shall be subject to exclusive, binding arbitration by a single arbitrator, pursuant to the Commercial Rules of the American Arbitration Association. Such arbitration shall be conducted in Montgomery County, Maryland. Notwithstanding the foregoing, the parties recognize that the harm capable of being caused to NewWave by breaches of certain provisions of this Agreement would be irreparable and not compensable by monetary damages, and, accordingly, agree that NewWave may seek injunctive relief in any court identified in Section 9 hereof, should it, in its reasonable discretion, deem such relief necessary.

13. Export and Import Restrictions. Products made available through the Site are subject to United States and other export and import control laws and regulations and, as such, may require licenses or regulatory approvals to or from certain destinations. You represent and warrant that you will not resell or transfer any Product in violation of such laws or regulations.

14. Indemnity. You agree to defend, indemnify and hold NewWave 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 any breach by you of this Agreement.

15. Integration; Binding Effect This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. No modification to this Agreement shall be effective unless in writing signed by the party against whom such modification is asserted. This Agreement shall be binding upon, and enforceable against, the parties and their respective successors and assigns.

16. Notice. Any notice required pursuant to this Agreement may be provided as set forth in any applicable purchase order or agreement between you and NewWave or to the e-mail, fax or physical mail address provided in your acceptance to this Agreement. Notices to NewWave may be provided to our EC support group.

### NewWave Electronic Commerce User Agreement and License

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

Customer No.: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Administrator Information:

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

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

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

President/CEO/designated agent with signing authority:

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

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

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



Fax or Mail To:

NewWave Technologies  
Attn: EC Support  
4635 Wedgewood Boulevard  
Suite 107  
Frederick, MD 21703 Fax: (301) 624-5308

For Technical assistance call:  
**NewWave Technologies EC support: 800-536-5222**