

American Air Distributing, Inc.
On-line Ordering Website - User Signup

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

User Name	E-mail Address	All Access	Order Access
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

Authorized By: _____

Date: _____



830 South Bolmar Street • West Chester, PA 19382
(610) 918-7090 • Fax: (610) 918-7336
(800) 830-0853 • Fax: (800) 830-0892

On-line Ordering Website - Customer Agreement

This Agreement ("Agreement") is entered into between American Air Distributing, Inc., ("American Air"), and
(Customer).

1. Electronic Transactions. American Air has created the On-Line Ordering Website and related systems ("System") to allow Customer to submit orders (Electronic Orders") by its designated employees (Electronic Agents") for the purchase of products or services via the Internet or other electronic connection. The parties agree that for all purposes Electronic Orders will be treated the same as orders placed by fax, phone, mail or other conventional means. If Customer has, or enters into, a purchase agreement with American Air, such agreement will supercede this Agreement in the event of any conflicting terms. Purchases directly from American Air will be governed by American Air's Standard Conditions of Sale.

2. Customers Electronic Agents. Customer designates the following individuals as its Electronic Agents under this Agreement:
Electronic Agent's Name E-mail Address (required)

Table with 2 columns: Electronic Agent's Name, E-mail Address (required). Contains 6 empty rows for data entry.

Upon registering, Customer will be given a unique User ID and password for each Electronic Agent. It is the Customers responsibility to safeguard all User ID Numbers and passwords.

Customer may request that American Air suspend the access of an Electronic Agent by calling American Air at 1-800-830-0853 or by emailing the site support team at web-orders@americanairdist.com.

- 3. Particulars of the System. The following terms further define the aspects of the System and govern its use.
a. No Charge to Customer. Unless otherwise agreed to by Customer in writing, Customers access to and use of the current version of the System is provided free of charge, however, Customer is responsible for all charges for products and services purchased by Customers Electronic Agents using the System.
b. Protection of Passwords. Customer and its Electronic Agents will protect and be responsible for the security of the user ID Numbers and passwords which permit access to the System and the purchasing of products and services by Customer. Customer is responsible for suspending the user ID and password if an Electronic Agent is no longer employed by Customer or is otherwise prohibited from acting on behalf of Customer and to notify American Air as soon as possible by calling American Air's Support Desk at 1-800-830-0853 or e-mailing the Site Support Team at web-orders@americanairdist.com.
c. Right to Change. The System is provided on an "as is" and "as available" basis, without any express or implied warranty and American Air may change, add or discontinue all or any part of the System at any time, without prior notice.
d. Public Contributions. The System may include public areas ("Public Areas"), such as electronic bulletin boards which are generally accessible by all users, and which allow users to upload or contribute articles, comments, and other similar materials (collectively, "Public Contributions"). American Air is a mere distributor of Public Contributions made by users and has no editorial control over the content of such materials, and as such, American Air is not responsible for screening, policing, editing or monitoring the content of any Public Contributions, Customer agrees that neither it or any of its Electronic Agents will make any Public Contribution which: (1) is not owned entirely by Customer, (2) a reasonable person would find offensive, or which is defamatory or libelous, (3) is inaccurate in any material respect or which, if used or relied upon by others, might place such other parties in danger of harm to persons or property! or loss of life, (4) disparages American Air's reputation or dissuades others from purchasing products or services from American Air, or otherwise promotes products or services other than those approved by American Air, or (5) violates this Agreement or encourages others to do so. Customer is required to prescreen all Public Contributions that Customer may make or upload to the System for viruses, and ensure that no such contributions contain any viruses.
e. Customer Information. American Air respects the privacy of information provided by Customer in its use of the System ("Customer Information"). American Air and its affiliated entities may (1) use such Customer Information in its commercial dealings with Customer and (2) disclose Customer Information as required by a governmental authority following appropriate procedures. American Air may (1) combine and aggregate Customer Information with similar information provided by other customers into a single combined database ("Combined Information Database") and (2) use and disclose all or any portion of the Combined Information Database so long as it does not reference or disclose Customers name, address or any other unique identifying information. Customer shall and does hereby grant American Air a royalty free, perpetual, irrevocable, and non-exclusive license to use, copy, modify, prepare derivative works of, and redistribute such Customer Information in accordance



with the provisions of this Section. American Air retains exclusive ownership of all "compilation" and "collective work" copyrights in the selection, coordination and arrangement of materials in the System.

- f. Software and Hardware. Customer will be solely responsible for obtaining all software, hardware and other related equipment Customer may require in order to access the System, including updating such software and hardware to fully access and use the System as it may change from time to time.
 - g. Future Fees. American Air expressly reserves the right to impose reasonable fees in part or in whole for access to and use of the System and its various components in the future, but only upon Customers prior written agreement. In the event the Customer does not agree to such reasonable fees then American Air may suspend Customer's access to and use of the System and without further notice or liability, terminate this Agreement.
 - h. Intellectual Property. All right, title and interest (including all copyrights and other intellectual property rights) in and to the System belong exclusively to American Air. Although Customer will retain the copyright to any Public Contribution made by its Electronic Agents to the System, Customer shall and does hereby grant American Air and its users a royalty free, perpetual, irrevocable, and non-exclusive license to use, copy, modify, prepare derivative works of, and redistribute such Public Contributions. American Air retains exclusive ownership of all "compilation" and "collective work" copyrights in the selection, coordination and arrangement of materials in the System.
 - i. Trade Secrets. Customer will not disassemble, decompile or reverse engineer any of the System components or features. Any information obtained in violation of this restriction is confidential and proprietary information of American Air. Customer will not republish the System within another Web site by framing, pop-up windows, or any similar means.
4. Protecting the System. To protect the ability of the System to provide value to all its users. American Air may suspend Customers access to the System if: (a) Customer allows anyone other than its Electronic Agents to access the System; (b) Customer shares access to, or displays any of the contents of the System to anyone other than its direct employees; (c) Customer, its Electronic Agents, or any third party accessing the System through Customers passwords "hacks the System," uploads a virus, or otherwise makes any changes to the System; (d) Customer threatens to breach, or breaches any of its obligations under this Agreement, or under any other agreement with American Air; or (e) American Air reasonably believes that Customer has obtained funds, equipment, products or anything else of value from American Air or damages the goodwill or reputation of American Air through fraud, theft, deception, misappropriation or other wrongful or unethical conduct.
5. Termination. This Agreement will terminate automatically upon the termination of any existing dealer agreement, Customer Agreement, or similar agreement or relationship between American Air and Customer. American Air may terminate this Agreement immediately and/or suspend Customers access to the System if Customer does not at any time meet American Air or Third Party Suppliers credit requirements. Either party may terminate this Agreement at any time upon 30 days written notice delivered, via certified mail or registered overnight delivery. American Air may terminate this Agreement immediately if Customer has not cured within 30 days, any action or circumstance which led to a suspension under Section 5. Either party's termination of this Agreement will result in the automatic termination of Customers right and license to access and use the System. Neither party may seek compensation for lost profits, lost revenues, or any other damage or remedy for an expected or hoped for continuation of the Agreement or for the termination of this Agreement.
6. Entire Agreement This Agreement, together with any attachment, constitutes the complete agreement of the parties relating to the System and may only be modified by a properly executed written amendment.
7. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.
8. Indemnification. Each of the parties shall defend, indemnify and hold the other harmless from and against any and all liability, costs, and expense (including attorney fees) arising from (a) the indemnifying party's actual or threatened breach of any of its representations, warranties or obligations set forth herein, (b) the indemnifying party's negligent, fraudulent or malicious misconduct, (c) third party claims relating to the indemnifying party's gross negligence or willful misconduct, or (d) any allegation that the indemnifying party's materials infringe a third person's copyright or trademark right, or misappropriate a third person's trade secrets, The parties further agree that the Indemnified party shall have the right to participate in the defense of any such claim through counsel of its own choosing.
9. Governing Law; This Agreement is governed by and construed in accordance with the substantive laws of the State of Pennsylvania, and the applicable laws of the United States.

The undersigned have executed this Agreement effective as of the date written below.

CUSTOMER:

American Air Distributing, Inc.

Company Name: _____

By: _____

Street Address: _____

Title: _____

City: _____ State: _____ Zip _____

Date: _____

Phone: _____ Fax: _____

By: _____

Title: _____

Date: _____