



LINKING AGREEMENT

This Linking Agreement (this "Agreement") is made as of _____, 20____, by and between BOX PARTNERS, LLC., an Illinois limited liability company ("BOX"), and _____, a _____ [corporation] [limited liability company] ("Client"). For the purposes of this Agreement, the terms, "we", "us" and "our", refer to BOX and the terms, "you" or "your", refers to Client.

RECITAL:

BOX and Client desire to enter into a Linking Agreement on the terms and subject to the conditions herein pursuant to which we will provide you with access to product descriptions, images and/or other product information ("Product Content") developed and maintained, from time to time, on our web site, <http://www.boxpartners.com> or such other web site(s) as we may designate ("our Site"), and will grant you the right to access such content from your web site(s) referred to on Exhibit A attached hereto and incorporated herein by reference (individually and collectively, "your Site") and to display such Content on our Site, on your Site or on both sites, on the terms and subject to the conditions contained herein (our Site and your Site being hereinafter sometimes referred to individually as a "Site" and collectively as the "Sites")

NOW, THEREFORE, in consideration of the foregoing premise and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services.

(a) The services ("Services") to be provided by us to you hereunder are as follows: (i) the use of the Template (as hereinafter defined); (ii) access to BOX Content (as hereinafter defined) contemplated in the template you have selected from among templates offered by us providing the format, manner and appearance in which Content may be displayed offered by us to you (the "Template"); and (iii) the use of the Link (as hereinafter defined), all on the terms and subject to the conditions contained, and as further described, herein.

(b) The Template is designed to serve as, or to supplement your online product catalogue by providing you, and to the extent you permit, users of your Site, with the opportunity to view Content developed by us, as updated or otherwise modified by us from time to time and maintained at our Site, in a manner and format which you find most effective as determined by the Template you have selected.

(c) Content shall include (i) Product Content and such other images, information and related material provided by us to you as may be contemplated by the Template (Product Content and such other images, information and related material developed by us being hereinafter referred to collectively as "BOX Content"), and (ii) such images, information and other material provided to us by you as may be contemplated by the Template ("Client Content").

(d) The Link shall be the link contemplated in the Template you have selected, all as more fully described in Section 8 below.





2. License. For the duration of the Agreement and upon the terms and subject to the conditions contained herein, the parties hereto agree as follows:

(a) we agree to provide the Template, the Link and BOX Content (and, to the extent contemplated by the Template and provided to us by you, "Client Content") and grant to you a non-exclusive, world-wide, royalty-free license (the "BOX License") to use the Template and the Link and to access and display BOX Content pursuant to the Link in the manner and to the extent contemplated by the Template. Said license shall be contemporaneous with this Agreement and shall terminate upon the termination of this Agreement;

(b) you agree to grant to us a non-exclusive, world-wide, royalty-free license (the "Client License") to use the Template and the Link and to display Client Content in the manner and to the extent contemplated by the Template. Said license shall be contemporaneous with this Agreement and shall terminate upon the termination of this Agreement;

(c) you agree that you will employ reasonable measures not to allow the Content to be linked from your Site to any Site other than our Site and we agree that we will employ reasonable measures not to allow Client Content to be linked from our Site to any Site other than your Site;

(d) pursuant to the BOX License and in the manner and as contemplated in the Template, (i) you shall have the right to display on either Site or on both Sites or otherwise use in the ordinary course of your business all or any portion of the Content as you deem desirable, and (ii) we shall have the right to display on either Site or on both Sites all or any portion of the Content as is required or permitted to be so displayed as contemplated in the Template;

(e) except as expressly permitted in this Section 2, you shall not copy, or create a derivative work from, the look and feel of images contained in BOX Content or create the impression that your Site is in any way affiliated with, or endorsed by, our Site, except as contemplated in the Template or pursuant to this Agreement;

(f) subject to your rights under the BOX License, no goodwill related to the Template or the BOX Content shall inure to your benefit and we shall retain all right, title and ownership of the Template, the BOX Content or any other material, including, but not limited to, all computer software (in object code and source code form), data or information developed or used by us or our suppliers, including, but not limited to, patents, copyrights, trademarks, trade secrets, know-how, methodologies, equipment, processes or other proprietary information, used to provided the Services hereunder or any modification, derivative works and improvements thereto;

(g) subject to our rights under the Client License, no goodwill related to the Client Content shall inure to our benefit and you shall retain all right, title and ownership of the Client Content, including without limitation, any modification, derivative works and improvements thereto; and

(h) each party hereto have the right to review all uses of the Content provided by the other party hereunder for quality control purposes and proper compliance with its trademark policies and





guidelines, as they may be modified from time to time, and reserves the right to take action against any such use that is not contemplated in the Template or permitted under this Agreement.

3. Fees. As consideration for the Services, you agree to pay to us the fees (including applicable taxes) set forth on Exhibit B attached hereto and incorporated herein by reference on the due dates indicated.

4. Term. You agree that, unless terminated earlier as provided herein, this Agreement will remain in full force for a period of one (1) year and shall automatically renew for successive terms of one (1) year thereafter unless terminated by either party hereto upon not less than thirty (30) days prior written notice.

5. Modifications. You agree that, during the term of this Agreement:

(a) We may: (i) revise the terms and conditions of this Agreement; and (ii) change the Services, the Template, the Link and the Content provided under this Agreement. Any such revision or change will be binding and effective immediately on notification to you by e-mail or regular mail as per the Notices section of this Agreement.

(b) If you do not agree with any revision to the Agreement or the Services, the Template the Link or the Content, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services, the Template or the Link following notice of any revision to this Agreement or change in service or Template, you shall abide by any such revisions or changes.

6. Site Legitimacy and Use. You represent and agree that:

(a) neither the domain names used with the Services, the Template or the Link, nor the manner in which they are or will be directly or indirectly used, infringes, or will infringe, the legal rights of any party, and that your Site is not being used for unlawful purposes; and

(b) neither your Site nor the Services, the Link, the Template, nor the Client Content posted thereon will be used directly, or indirectly, for the transmission, display or posting of any content that (i) infringes on the patent, copyright, trademark or other intellectual property rights of any third party or any rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation of any country from which it can be accessed (including, but not limited to, the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, pornographic or indecent; (v) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (vi) to deliver unsolicited bulk e-mail.

7. Presentation. You represent and agree that:

(a) we shall have the right, but not the duty, to review and monitor all Content posted by you on our





Site, your Site or on both Sites, and, upon written notice to you, at our sole discretion, to remove any such Content that we find objectionable for any legal reason or otherwise in accordance with general commercial and community standards;

(b) you will not display the Content in any manner that implies sponsorship or endorsement of you or your Site by us and will not be used in a false or misleading manner to depict us or for products referred to in the BOX Content negatively, or in a false or misleading manner which reflects adversely on us, our products or services;

(c) except as contemplated in the Template, you will not use any framing or other technology that would cause a user who activates the Link and thereby accesses our Site reasonably to believe that such user is still at your Site; and

(d) upon the termination of this Agreement, you shall, as soon as is practicable, remove the Box Content from your Site and disable the Link.

8. Linking.

(a) For purposes of this Agreement, except as otherwise contemplated in the Template, the Link may be, in your discretion, any hypertext, text banner, logo, image, or other graphical link that permits you or a user of your Site to go from one web site to another web site by clicking on such hypertext, text, banner, logo, image or other graphical link.

(b) Subject to the disclaimers and limitations set forth in Sections 11 and 13 below, we will take such action as is necessary on our part to maintain the Link continuously during the term of this Agreement, including, but not limited to, (i) obtaining all requisite licenses, permits and other governmental authorizations required by us, (ii) operating our Site and providing the Services in compliance with all applicable laws and regulations, and (iii) monitoring and periodically testing the general availability and operation of our Site.

9. Conduct of Your Business. You shall be solely responsible for, and we shall have no obligation or liability of any kind whatsoever with respect to, the business you conduct with your customers, suppliers, creditors or others, including, but not limited to (i) the products you offer, customer pricing, the timing and manner of shipment of merchandise, the collection or reporting of taxes, the establishment of agreements or other arrangements with credit card merchants or payments to such merchants or any other business terms with your customers, suppliers, creditors and others, and (ii) any other agreements or other arrangements you establish, or any actions you take or do not take, with your customers, suppliers, creditors or others in connection with the conduct of your business or the use of your Site.

10. BOX Proprietary Rights. The Template, the BOX Content and all other material, including, but not limited to, all computer software (in object code and source code form), data or information developed or used by us or our suppliers, including, but not limited to, patents, copyrights, trademarks, trade secrets, know-how, methodologies, equipment, processes or other proprietary information, used to





provided the Services hereunder, shall remain our, or our suppliers,' sole and exclusive property. You acknowledge and agree that we are in the business of providing services of the kind provided to you hereunder and that we shall have the right to provide to third parties services, including, but not limited to, templates and links, which are the same or similar to the Template, the Link and the other Services, and to use and otherwise exploit our proprietary rights or material.

11. Disclaimer of Warranties. You agree that your use of our Services, the Template, the Link and the Content is solely at your own risk and that such Services, Template, Link and Content are provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services, the Template, the Link or the Content will meet your requirements, or that the Services or use of the Template, the Link or the Content will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Services, the Template, the Link or the Content as to the accuracy or reliability of any information, including, but not limited to BOX Content, obtained through the Services, the Template or the Link or that defects in the Services, the Template, the Link or the Content will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Services, the Template or the Link is done at your own discretion and risk and that you will be solely responsible for any damages, including, but not limited to, damage to computers, information systems and any components thereof, loss of, or errors in, data, and loss of profit or business opportunity, that result from the use of the Services, the Template, the Link, the Content or your Site by virtue of the download of any content, including, but not limited to BOX Content, contained thereon or otherwise. No advice or information, whether oral or written, obtained by you from us or through the Services, the Template, the Link or the Content shall create any warranty not expressly made herein.

12. Indemnity. You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, from claims by third parties relating to, arising under or resulting from (i) this Agreement, (ii) the Services, (iii) the Template, (iv) the Link, (v) the Content (vi) your use, or the use by others, of the Services, the Template, the Link, the Content, our Site or your Site, (vii) your breach of your representations, warranties, covenants, agreements and other obligations herein or hereunder, (viii) infringement by you, or by others, using the Services, the Template, the Link, the Content, our Site (to the extent used pursuant to the Template, the Link or otherwise hereunder or thereunder) or your Site of any intellectual property or other proprietary right of any person or entity, or (ix) the violation of any of our operating rules or policies relating to the Services, the Template, the Link or the Content provided to you. In the event that we are threatened with claims or suits by a third party, we may seek written assurances from you concerning your agreement to indemnify us and may terminate this Agreement and the provision of Services, the Template, the Link or Content hereunder immediately upon your failure to provide such assurances.

13. Limitation of Liability. You knowingly, explicitly and intentionally agree that we have no liability of any kind whatsoever, and that you have no remedy whatsoever at law or in equity, with respect to any Services, the Template, the Link or the Content provided, or used by you,





under this Agreement, including, but not limited to, the provision of the Template, the Link or the BOX Content for your use. In furtherance and not in limitation of the foregoing, we disclaim any and all loss or liability resulting from, but not limited to: (i) access delays or interruptions; (ii) data non-delivery, mis-delivery, corruption, destruction or other modification; (iii) resulting from acts of God; (iv) the unauthorized use or misuse of your account identifier or password; (v) errors, omissions, or misstatements in any and all information or Services, the Template, the Link or Content provided under this Agreement; (vi) the termination, suspension, interruption or modification of the Services, the Template, the Link, Content, our Site, your Site or the use of the Services, the Template, the Link, Content or our Site (to the extent used pursuant to the Template, the Link or otherwise hereunder or thereunder), your Site); (vii) the acts of third parties; (viii) loss of registration and use of your domain name(s); (ix) interruption of or other interference with business transactions (including loss of profits or business opportunities), or (x) any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. Further, we and/or our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use either Site, the Template or the Link or to access Content for any period whatsoever or any of the Services or for the cost of procurement of substitute services, the Template, the Link or Content.

14. Termination. We shall have the right to terminate this Agreement and the provision of Services and/or use of the Template, the Link and Content hereunder at any time, in our sole discretion, upon written notice to you. You shall have the right to terminate this Agreement the provision of Services, the Template or the Link hereunder upon thirty (30) days prior written notice to us. No such termination shall terminate, reduce or otherwise affect the obligations of the parties hereto arising prior to the effective date of such termination.

15. Assignment. You may not assign or otherwise transfer this Agreement or your rights to receive Services or to use the Template hereunder to another party without our express written consent, which such consent we may withhold at our discretion.

16. Taxes. You shall be solely responsible for any taxes, fees, fines, and/or other charges imposed by any other entity, including, but not limited to, any company or any taxing or governmental entity with respect to the Services, the Template, the Link or Content provided hereunder or from any content placed on your website(s) and agree to take full financial and legal responsibility and to pay all such taxes, fines, and/or other charges of any nature to the appropriate parties. content placed on your website(s) and agree to take full financial and legal responsibility and to pay all such taxes, fines, and/or other charges of any nature to the appropriate parties.

17. Severability. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.





18. Non-Agency. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

19. Non-Waiver. Our failure to require performance by you of any provision hereof shall not affect our right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

20. Notices. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. CST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us shall be sent to BOX Partners, LLC, 2650 Galvin Drive, Elgin, Illinois 60124, Attn: IT Department, or to such other address as we may advise you in writing. All notices to you shall be directed as provided in our records as your mailing address.

21. Governing Law. The parties hereto agree that this Agreement shall be governed and controlled by the laws of the State of Illinois, to the exclusion of the law of any other forum and without regard to the jurisdiction in which any action or proceeding may be instituted. Any part or parts of this Agreement which is or are declared to be invalid, unenforceable, null and void, or unconstitutional shall not affect the validity of the remaining provisions thereof.

22. Venue. CLIENT IRREVOCABLY AGREES THAT, SUBJECT TO BOX'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS. CLIENT HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY, COUNTY AND STATE. CLIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST BOX BY CLIENT IN ACCORDANCE WITH THIS SECTION.

23. Miscellaneous. This Agreement contains all of the agreements, undertakings, obligations and accords of the parties hereto and supersedes any and all other agreements between them regarding the subject matter hereof. Further, this Agreement specifically incorporates all agreements between the parties entered into as the result of any prior oral conversations regarding the subject matter hereof. There have been no oral representations made by any party hereto to any other party for the purpose of inducing the execution of this Agreement which have not been incorporated in this Agreement. Each of the parties hereto further represents and warrants that, in entering into this Agreement, it has not relied on any representations other than those expressly set forth in writing herein.





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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

HOST:

CLIENT:

BOX PARTNERS, LLC

By: _____

By: _____

Title: _____

Title: _____



2650 Galvin Drive, Elgin, IL 60124



Toll Free: 1-800-742-6937 | Local: (847) 783-9000



info@boxpartners.com



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EXHIBIT A

Client Web Site(s) _____

Template Selected by Client [Reference or Description]

EXHIBIT B



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FEES AND PAYMENT TERMS

1. The set up price for a Link is \$100 flat fee and will be due and payable in accordance with the Client's customary merchandise payment terms with BOX.
2. Additional charges may occur if artwork assistance is required and authorized by Client. Additional charges will be determined prior to the providing of such assistance and will be due and payable in accordance with Client's customary merchandise payment terms with BOX.
3. The Services fee is \$199 per month, prorated for any period of less than a full calendar month, and will be due and payable in accordance with the terms of Client's customary merchandise payment terms with BOX. In the event that any amounts due to BOX remain unpaid seven (7) or more days past the due date in accordance with the terms of Client's customary merchandise payment terms with BOX, BOX at its sole discretion, may immediately terminate this Agreement and/or terminate Services.
4. The Services fees do not include any applicable sales, use, revenue, excise or other taxes due by any taxing authority with respect to Services or any software provided here under.
5. Service fees may change at any time in accordance with the provision of Section 3 of the Agreement.



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