



DIGITAL CATALOG LINKING AGREEMENT

This Catalog Linking Agreement (this "Agreement") is made as of _____, 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 Catalog 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 (the "Standard Catalog") developed and maintained as the "Standard Catalog", from time to time, on our web site, <http://www.boxpartners.com> or such other web site(s) as we may designate ("our Site"). You will have the ability as provided herein, to utilize our format design or customize the "Front Cover" and the "Back Cover" of the Standard Catalog (the "Template"). For purposes of this Agreement, the term "Linked Catalog" shall mean the Standard Catalog with the Client designed or selected Front Cover and Back Cover. BOX will grant you the right to link and to provide your customers with a link to the Linked Catalog. The Linked Catalog has the look and feel of an online book and allows you and your customers to leaf through the "pages" of the Linked Catalog having a customized "Front Cover" and "Back Cover".

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 defined above) to be used as the "Front Cover" and "Back Cover" of the Standard Catalog; and
 - ii. the use of the Link, defined as the connection which allows you and your customers access to the Linked Catalog, all on the terms and subject to the conditions contained, and as further described, herein.
- b. The Template is designed to allow you to utilize the designs of the Front Cover and Back Cover that we will make available to you or for you to substitute a Front Cover and/or Back Cover designed by you (in form acceptable to us, in our sole discretion) and submitted to us in JPG form to be used as the Front Cover and Back Cover of the Standard Catalog.
- c. The Standard Catalog shall include such product descriptions, images and/or other product information as determined by us, and modified exclusively, from time to time, as determined by us.





- d. We shall provide you with the Link to enable you:
 - i. to access the Linked Catalog from your computers;
 - ii. to allow your customers who are accessing your Website to directly link to the Linked Catalog, or
 - iii. to provide to you and your customers the ability to access the Linked Catalog directly without going through your Website.

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 Standard Catalog and the Link and grant to you a non exclusive, world-wide, royalty-free license (the "BOX License") to use the Template, the Standard Catalog and the Link and to access and display the Linked Catalog in the manner and to the extent contemplated by this Agreement. The BOX 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 your customization of the Template as part of the Linked Catalog and used in the manner and to the extent contemplated by this Agreement. The Client 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 Linked Catalog to be linked from your Website to any Website other than our Site;
- d. pursuant to the BOX License and in the manner and as contemplated in this Agreement, (i) you shall have the right to access all or any portion of the Linked Catalog for use in the ordinary course of your business as you deem desirable, and (ii) we shall have the right to use all or any portion of the Linked Catalog as is required or permitted to be so displayed as contemplated in this Agreement;
- e. except as expressly permitted in this Section 2, you shall not copy, or create a derivative work from, the look and/or feel of images contained in the Linked Catalog;
- f. subject to your rights under the BOX License, no goodwill related to the Standard Catalog or the Linked Catalog shall inure to your benefit and we shall retain all right, title and ownership of the Template and the Standard Catalog 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 provide the Services hereunder or any modification, derivative works and improvements thereto;

- g. subject to our rights under the BOX License, no goodwill related to the customization of the Templates shall inure to our benefit and you shall retain all right, title and ownership of the customization of the Template; and
- h. each party hereto shall have the right to review all uses of the Linked Catalog provided by the other party hereunder for quality control purposes and for proper compliance with its trade mark 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 this Agreement or permitted under this Agreement.

3. **Fees.** For the undertaking of the parties hereto, and without any License Fee or comparable charge during the Term, the Linked Catalog shall be provided by us to you.

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 Standard Catalog and the Link 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 Standard Catalog or the Link, 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, the Standard Catalog or the Link following notice of any revision to this Agreement or change in Services or Template, you shall abide by any such revisions or changes.

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

- a. neither your use of the Linked Catalog, 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 Website is not being used for unlawful purposes; and
- b. neither the Linked Catalog nor the Link thereto 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) delivers 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 the Linked Catalog on our Site, any aspect thereof, and, upon written notice to you, at our sole discretion, to remove any such aspect thereof that we find objectionable for any legal reason or otherwise in accordance with general commercial and community standards;
- b. you will not utilize the Linked Catalog in any manner that implies sponsorship or endorsement of you by us and you will not utilize the Linked Catalog in a false or misleading manner to depict us or products referred to in the Linked Catalog negatively, or in a false or misleading manner which reflects adversely on us, our products or services.
- c. upon the termination of this Agreement, you shall, as soon as is practicable, disable the Link and discontinue all use of, or reference to, the Linked Catalog.

8. Linking.

- a. For purposes of this Agreement, except as otherwise contemplated in this Agreement, 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 Website 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 Website.

- 10. BOX Proprietary Rights.** The Template, the Standard Catalog 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 Standard Catalog and 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 Standard Catalog and the Link is solely at your own risk and that such Services, Template, Standard Catalog and the Link 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 Standard Catalog or the Link will meet your requirements, or that the Services or use of the Template, the Standard Catalog or the Link 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 Standard Catalog or the Link as to the accuracy or reliability of any information, including, but not limited to Linked Catalog, obtained through the Services, Template, the Standard Catalog or the Link or that defects in the Services, the Template, the Standard Catalog or the Link will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Services, Template, the Standard Catalog 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 Standard Catalog or the Link or your Website. No advice or information, whether oral or written, obtained by you from us or through the Services, Template, the Standard Catalog or the Link 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 Standard Catalog, (v) the Link, (vi) your use, or the use by others, of the Services, the Template, the Standard Catalog or the Link, our Site or from your Website, (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 Standard Catalog or the Link, our Site (to the extent used pursuant to the Template, the Standard Catalog or the Link or otherwise hereunder or thereunder) or from your Website 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, Template, the Standard





Catalog or the Link 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 Standard Catalog or the Link 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, Template, the Standard Catalog or the Link provided, or used by you, under this Agreement, including, but not limited to, the provision of the Template, the Standard Catalog or the Link 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, Template, the Standard Catalog or the Link provided under this Agreement; (vi) the termination, suspension, interruption or modification of the Services, Template, the Standard Catalog, the Link, our Site, your Website or the use of the Services, the Template, the Standard Catalog, the Link, or our Site (to the extent used pursuant to the Template, the Standard Catalog, the Link or otherwise hereunder or thereunder), or your Website; (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 the Site, the Template, the Standard Catalog or the Link to access thereto for any period whatsoever or any of the Services or for the cost of procurement of substitute services, the Template, the Standard Catalog, or the Link.
- 14. Termination.** We shall have the right to terminate this Agreement and the provision of Services and/or use of the Template, the Standard Catalog or the Link hereunder at any time, in our sole discretion, upon written notice to you. You shall have the right to terminate this Agreement, including the provision of Services, Template, the Standard Catalog 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 or to use the Linked Catalog 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, Template, the Standard Catalog or the Link provided hereunder or from any access thereof from 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





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here to 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.

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

BOX:

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