

Beganto Open Network Membership Agreement Supplier-Sponsored Distributor

Beganto Open Network Description:

Beganto Open Network (BeON) is an online global network for the electronics industry. It is a common platform for customers/engineers, reps, distributors and suppliers worldwide that boosts communication, productivity and profitability. It enables authorized Members to participate in the applications for Open Search™, Power Search™, NeedInfo™, NeedaSample®, NeedaQuote™ and Global Tracker™. These applications enable members to create and manage new business opportunities and subsequently capture and track production schedules and purchase orders resulting from these new business opportunities.

This agreement form is for **Supplier Sponsored Distributor on BeON** ("Member")

Applications covered:

This Membership agreement will include only the applications purchased by the supplier ("Sponsoring Supplier"). Not all suppliers may purchase all the applications available on BeON. Applications not purchased by the Sponsoring Supplier will not be available to the Member. Member may decide to purchase those applications independently which is NOT covered by this agreement.

- 1 **Member set-up on Beganto Open Network:** There is a one-time set-up process to authorize each employee ("User") from a Member company who will be accessing the system. This is to ensure that only qualified individuals have access to the data they are authorized to view and process. This set-up can be done all at once or one User at a time.
 - 1.1 Member may assign a designated person in-charge of the BeON program within the Member company ("Program Lead")
 - 1.2 Beganto will assign an Account Manager from the customer service group to understand the Members' unique situation and set-up the Member account.
 - 1.3 Member can set-up their headquarter office and all their branch offices.
 - 1.4 The headquarter office is assigned the entire territory that the Member covers for the sponsoring supplier, worldwide.
 - 1.5 Each branch office is assigned territories that the branch office covers. This can be controlled by states or zip codes for USA and Canada and by country name(s) for all other regions.
 - 1.6 For distributor Members, multiple offices can be assigned to support same territories/regions. However, it is recommended that these overlap be minimized.
 - 1.7 Users are assigned the branch office that they are based out of.
 - 1.8 Users can be assigned all the Sponsoring Suppliers that they will be supporting.
 - 1.9 Selected Users can be assigned to have visibility into the activity in one or more offices. For example, a Member's product marketing manager for a Sponsoring Supplier may have visibility into all opportunities in all offices worldwide that are associated with that supplier and where the Member has been invited into. Similarly, some Users may cover customer accounts that are in territories covered by two different offices.
 - 1.10 Selected Users can be assigned to have visibility into multiple suppliers. For example, Account Managers may want to order samples for their customers on more than one supplier/line. Example, headquarters user may want to have visibility into opportunities for the lines, in all the offices.
 - 1.11 If a User registers on BeON and identifies him/herself as employee of a Member company, that information is validated by Beganto customer support with the Program Lead and or the User himself. Once validated, the User is assigned to the Member office and given access to the lines as requested. User cannot access the system until this validation process is completed. Beganto initiates the validation process within hours of receiving the registration.
- 2 **Ongoing support:** Ongoing support includes support for using the system, validation and changes to employee information, lines or territory coverage and ongoing training on upgrades.

Effective April 03, 2006, ongoing support is only available to Members who comply with rules of the Beganto Open Network. These include but are not limited to:

- 2.1 Hosting a NeedaSample® button on Member website. This button can be linked to www.needasample.com or to a unique URL obtained from customer support
 - 2.1.1 The buttons can be downloaded from www.beganto.com/downloads.htm
 - 2.1.2 The structure for Member's unique is as follows: www.needasample.com/dw/index.jsp?refCompanyId=XXX where "XXX" is the unique company ID number and can be obtained from Beganto customer support. Examples of unique URLs www.needasample.com/dw/index.jsp?refCompanyId=940 www.needasample.com/dw/index.jsp?refCompanyId=555 etc.
 - 2.1.3 If Member uses the unique URL, it will contain a customized login page displaying the Members name and logo as approved by the Member.
 - 2.1.4 Customers logging in from this unique URL can order samples or request quotes from only the suppliers that the distributor is authorized for and are also Sponsoring Suppliers.
- 2.2 Participating in Beganto training programs as provided by Sponsoring Supplier
- 2.3 Update the Beganto applications with an appropriate response within 2 (two) business days.
- 2.4 Member agrees never to initiate cross-selling on an opportunity referred by a Sponsoring Supplier.
- 2.5 Beganto reserves the right to change the rules at any time and with or without notice. Updates and changes to BeON rules can be obtained from Beganto website at www.beganto.com/distributor_subscriptions.htm or from your account manager.

3 Miscellaneous

- 3.1 Fees and Services: Joining BeON as a "Supplier Sponsored Rep" or "Supplier Sponsored Distributor" is free. We do charge fees for using other services such as Open Search Sponsorship, BeON Premier Member, online store etc. Before subscribing to any of those services you can review the fee schedule with your account manager and is covered by a separate agreement.
- 3.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL BEGANTO BE LIABLE TO MEMBER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF BEGANTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.3 Privacy: We do not sell or rent your personal information to third parties for without your explicit consent. We use your information only as described in the [Beganto Privacy Policy](#) available at www.beganto.com/privacy_policy.htm . We view protection of Users' privacy as a very important network principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account.

We hope that you will find this arrangement beneficial.

AGREED AND ACCEPTED

Beganto, Inc.	("Member")_____
By: _____	By: _____
Name: <u>Sunil Grover</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: _____	Date: _____
Address: <u>48521 Warm Springs Blvd. # 306</u>	Address: _____
<u>Fremont, CA 94539</u>	_____

Please sign and fax subscription form to 1-510-226-6188. Thank you.

Glossary:

Sponsoring Supplier: Supplier purchasing Beganto program
Member: Distributor company in this agreement
User: Employee within distributor organization

Program Lead: Person in-charge of the program at Member
Account Manager: Beganto employee supporting Member
Customer: Engineer/designer/buyer requesting samples