

**EXHIBIT**  
Form of End-User Agreement

**End-User Agreement**

Please carefully read this end-user agreement (“Agreement”) between you and CustomerLink Exchange, LLC (together with its affiliates, agents, employees, representatives and licensees, “CustomerLink”) before clicking on the “I AGREE” button below. All references to “you,” or “your” in this Agreement shall mean you, the organization on behalf of whom you are entering into this Agreement, as well as its agents, employees and representatives no matter where they may be.

By clicking the “I AGREE” button you represent and warrant (1) that you are currently employed by or are an agent or representative of such organization, (2) that you have the authority and legal ability to enter into this agreement on behalf of such organization, and (3) the organization agrees to be bound by all of the terms of this agreement. Further, by clicking “I AGREE,” you agree to be bound by the terms of this Agreement and consent to CustomerLink’s receipt and limited use of certain information collected by the point of sale software (“Software”) of which this Agreement is incorporated by reference. Clicking the “I AGREE” button constitutes your electronic signature wherein you acknowledge and agree to this Agreement, and your official, authorized acknowledgement and acceptance of this Agreement’s terms and conditions.

If you do not agree to the terms of this Agreement, click on the “I DO NOT AGREE” button and this information will be sent to CustomerLink with your rejection of the Agreement noted.

For and in consideration of the mutual promises and covenants contained in the agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and CustomerLink agree as follows:

**1. Data Collection and Use.**

CustomerLink agrees that it will make all appropriate efforts to refrain from the transmission, sharing or disclosure of information collected pursuant to this Agreement that personally identifies your customers. CustomerLink will not permit your competitors or any third party to view your complete inventory. This agreement provides the details regarding CustomerLink’s data collection, use and dissemination practices.

- A. *Data Collection.* The software will collect, and from time to time electronically send, information to the CustomerLink computer systems relating to your inventory and the sale of firearms and related equipment and accessories (“Product”) to your customers. Be advised that no information personally identifying any purchaser is included in the transmission of information to CustomerLink. The information collected is (i) date/time code when an inventory event occurred; (ii) Manufacturer provided UPC code; (iii) Product quantity information (as to both the volume of transactions and then-current inventory levels); (iv) transaction type (indicating whether a Product item was purchased or returned, or otherwise caused a change in your inventory and (v) item price. The information described in sub-sections (i), (ii), (iii), (iv) and (v) shall be collectively referred to herein as “Information.” You hereby consent to such transmission of Information to CustomerLink..
- B. *Data Use.* You hereby grant CustomerLink a limited, nonexclusive perpetual license to CustomerLink for its use, and disclose the Information that is provided to CustomerLink under this Agreement as contemplated by and for the purposes set forth in this Agreement. The information may be used and disclosed as follows: (i) CustomerLink may provide Product locator Information to prospective customers of the Products, including, without limitation, Information as to where such Products may be available; and (ii) CustomerLink may provide Information to Product manufacturers relating to the Products they manufacture for their business purposes. Further, CustomerLink may use the Information to extract information that does not identify your specific transactions and inventory levels (collectively, “Aggregate Data”) and share that Aggregate Data with other Participant retailers in CustomerLink. You hereby grant CustomerLink the right and license to disclose and publish Aggregate Data on an Aggregate Basis (as defined below) to any party through any means, including without limitation through press releases, advertising or similar communications. “Aggregate Basis” means that CustomerLink combines parts of Information collected from you that does not contain Your company’s name with other information from any other users using the Software in a manner that does not disclose any individually identifiable information about individual users, even if it is possible for some to guess what individuals or companies may have been involved. You also grant to CustomerLink the right and license to use, disclose and publish the Information and the Aggregate Data in such manner as you may authorize or agree by arrangement or agreement with any supplier or other third party. Notwithstanding the foregoing and any other provisions of this Agreement, in the event that CustomerLink permits a third party to host the CustomerLink computer systems, you hereby permit CustomerLink to provide all of the Information to such a third party, provided that such third party agrees to the Information restrictions contained in this Section. Notwithstanding the foregoing, CustomerLink may disclose Information if CustomerLink has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of CustomerLink; or (3) enforce this Agreement.

2. **Point of Sale Transactions.** CustomerLink is a Non-Party. Any transactions arising out of your use of the Software shall be between you and the customer involved in the transaction pursuant to the terms and conditions agreed upon by you and the customer. CustomerLink shall not be a party to any transaction between you and the customer arising out of your use of the Software.
3. **No Warranties.** CustomerLink does not make any express or implied warranties, conditions, or representations to you or any other party with respect to the software, information or the transmission of the information to CustomerLink, whether oral or written, express, implied, or statutory. Without limiting the foregoing, any implied warranty or condition of merchantability, noninfringement, or fitness for a particular purpose and accuracy are expressly excluded and disclaimed. CustomerLink does not warrant or represent that the transmission of the Information to CustomerLink will impact your future Product sales, nor the accuracy of the Information that you provide to CustomerLink via the software.
4. **Limitation of Liability.** In no event shall CustomerLink be liable for any loss of data or incidental, indirect, special, exemplary, or consequential damages (including without limitation loss of profits or goodwill or any other pecuniary loss) that may arise out of or result from this Agreement or other contract entered into between you and any third party, or the use or inability to use or access the software, information, or related services. CustomerLink's cumulative liability to you for all claims arising out of or in any way relating to this Agreement, shall not exceed one thousand dollars (\$1,000). Subject to certain state law, this section shall apply even if CustomerLink has been notified of the possibility or likelihood of the applicable damages or liability occurring, regardless of whether such damages or liability are foreseeable or unforeseeable, and regardless of whether such damages or liability are based in contract, tort, warranty, negligence, strict liability, products liability or otherwise. CustomerLink shall have no liability whatsoever for delay or failure in performing the obligations hereunder due to causes beyond CustomerLink's reasonable control, including but not limited to, an act of nature, war, natural disaster, governmental regulations, Internet or other communication or utility failures or casualties or the failures or acts of third parties.
5. **Indemnity.** You agree to indemnify, defend, and hold harmless CustomerLink and its successors, officers, and assigns, from any suits, losses, claims demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) sustained or incurred that (a) arise out of your breach of any agreement between you and your customers; (b) arise out of any agreement (i) between you and a third party (including, without limitation, the agreement between you and the supplier of the Software); or (ii) between you and any of your customers arising out of your use of the Software.
6. **Term and Termination.** This Agreement shall commence immediately upon your acceptance of this Agreement by clicking "I AGREE" below, and shall remain in full force and effect for so long as you have rights to use the Software or until terminated pursuant to time parameters (the "Term") or default provisions as set forth herein. Either party hereto may terminate this Agreement at any time (a) by written notice to the other party upon a breach by the other party of any of the terms contained in this Agreement; or (b) without cause, upon notice to the other party. Notices intended for CustomerLink must reference this Agreement and be sent to: CustomerLink LLC, One Hunter Place, Bellefontaine, OH 43311 Attn. Legal Department.
7. **Obligations After Termination.** Promptly after termination of this Agreement for any reason, that portion of the Software that transmits Information to CustomerLink shall be disabled. Sections 1B, 3, 4, 5, 7 and 8 shall survive the termination of this Agreement regardless of the reason for the termination.
8. **Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of the State of Ohio, without regard to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. You agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Ohio. The failure of CustomerLink to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any attempt by you to assign or transfer any rights, duties, or obligations hereunder is null and void. This Agreement comprises the entire Agreement between you and CustomerLink, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written signed agreement between the parties. If any provision of this Agreement is for any reason held unenforceable or invalid then this agreement shall be construed as if such provision were not contained in the Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against on party than against another

**I AGREE**

**I DO NOT AGREE**