

D'Angelos Internet, E-Commerce and Systems Access Agreement

Firm Name _____
Address 1: _____
Address 2: _____
City, State, Zip, Country: _____
Fax Number: _____
Person who will administer requests for Firm employees
to access D'Angelos sites: _____ E-mail: _____

A. D'Angelo & Sons, Inc ("D'Angelos") agrees to grant the company identified above and any 50+% owned subsidiary thereof (collectively "Firm") access to certain portions of D'Angelos' non-public website(s) as D'Angelos and Firm may from time to time agree, to allow Firm to communicate and conduct commerce with D'Angelos, subject to the following terms and conditions and all applicable laws:

1. Internet Site(s) and/or D'Angelos Computer System(s) Access and Usage. Access to all or portions of the Internet Site(s) and/or D'Angelos Computer System(s) may be limited by various passwords, digital certificates or other security techniques (collectively, "Security Systems") which will be made available to Firm by D'Angelos. Firm will maintain these techniques in confidence, and carefully control access to them. To the extent these Security Systems require identification of specific people or systems which will be accessing the Internet Site(s) and/or D'Angelos Computer System(s) on Firm's behalf, Firm agrees to advise D'Angelos promptly if there is any change in the list of people or systems who have such authority to access the systems on Firm's behalf. **Firm agrees that D'Angelos may conclusively assume that any party (other than D'Angelos) accessing the Internet Site(s) and/or D'Angelos Computer System(s) using these Security Systems is acting on the authority of Firm. Firm further agrees and acknowledges that it is solely responsible for access to, and use or misuse of, the Internet Site(s) and/or D'Angelos Computer System(s) via these Security Systems.** Usage of the Internet Site(s) and/or D'Angelos Computer System(s) by Firm is governed by the terms and conditions of this Agreement.

2. Internet Site(s) and/or D'Angelos Computer System(s) Content and Availability. D'Angelos reserves the right to modify, delete or add content to the Internet Site, or to terminate the Internet Site, at any time.

3. Confidentiality. Firm may be given access to certain D'Angelos information and data concerning D'Angelos research and development activities, marketing, product improvements, manufacturing, price or cost data, the Security Systems and any other information specifically designated by D'Angelos as confidential, hereinafter referred to as "Confidential Information". Such Confidential Information shall not include information which is (i) in or becomes part of the public domain other than by disclosure by Firm in violation of this Agreement; (ii)

independently developed by Firm with no use of the Confidential Information provided under agreement; (iii) obtained by Firm from third parties without a duty of confidentiality; or (iv) required to be disclosed by law, statute or regulation, provided, that wherever practical Firm shall provide D'Angelos with prior notice of such required disclosure and an opportunity to attempt to limit such disclosure. Firm agrees to: 1) not disclose Confidential Information to any third party, 2) use the Confidential Information only for the purpose of doing business with D'Angelos. D'Angelos shall be entitled to injunctive relief to enforce Firm's compliance with the obligations contained in paragraph 3.1 hereof, it being understood and agreed that D'Angelos will not have an adequate remedy at law if such obligations are not complied with.

4. Liability. While D'Angelos will use reasonable commercial efforts to include accurate and up to date information on the Internet Site, D'Angelos assumes no liability or responsibility for any errors and omissions in content, and D'Angelos shall not be liable for damages of any kind, whether direct, indirect, consequential, or exemplary, resulting from Firm's use or inability to use the Internet Site. Further, **D'Angelos DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO INFORMATION CONTAINED ON THE INTERNET SITE(S) AND/OR D'ANGELOS COMPUTER SYSTEM(S) OR THE AVAILABILITY OF ACCESS TO THE INTERNET SITE.**

5. Term and Termination. This Agreement shall become effective upon the latest date below and may be terminated by either party upon at least 30 days written notice to the other party, or immediately for cause.

6. General. This Agreement shall be governed by and construed under the laws of the State of California in the United States of America. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision. By signing below, the undersigned represents that he/she has the authority to execute this agreement on behalf of company for which he/she signs.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Firm (Should be signed by officer or principal)

A. D'Angelo & Sons, Inc

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____