



To induce TECH DATA CORPORATION with its principal office located at 5350 Tech Data Drive, Clearwater, Florida, 34620 (hereinafter called "Tech Data") to extend credit and other financial accommodations to

_____ (hereinafter called "Customer"), the undersigned _____ (hereinafter called "Guarantor"), gives Tech Data

Guarantor's continuing, absolute and unconditional guaranty of (i) the payment in full when due, by acceleration or otherwise, of all of the Indebtedness (as hereafter defined) and (ii) the performance of any and all present or future obligations of Customer to Tech Data to the same extent as if Guarantor were the principal debtor of such Indebtedness and/or the principal obligor of such obligations. Guarantor agrees to so pay and perform in accordance with the terms of the Indebtedness and other contracts between Customer and Tech Data, without requiring Tech Data to exercise, pursue or enforce any right or remedy Tech Data has against Customer, any co-guarantor (whether hereunder or under a separate instrument) or any other party. Without limiting the generality of the foregoing, Guarantor hereby agrees that if Customer does not or is not able to pay or perform in accordance with the terms of all Indebtedness and of all of the present and future obligations of Customer to Tech Data for any reason (including without limitation the failure of the validity or the enforceability thereof, whether by reason of waiver or otherwise, or because of the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or similar proceedings affecting the status, existence, assets or obligations of Customer, or the disaffirmance of any of the Indebtedness or any of the present or future obligations of Customer to Tech Data), Guarantor will pay such amounts or cause or pay for such performance, it being the intention hereof that Guarantor pay or perform as a primary obligation directly from Guarantor to Tech Data all Indebtedness and obligations which Customer shall fail to faithfully and properly pay or perform when due. Guarantor hereby covenants that this Guaranty will not be discharged except by complete payment and performance of the obligations contained herein.

Guarantor hereby waives all notice of acceptance of this Guaranty, notice of maturity, payment or default of any Indebtedness, and any other requirement or notice necessary to bind Guarantor hereunder, including but not limited to, demand for payment, protest, presentment and notice of dishonor or protest. Guarantor also agrees to pay all costs incurred in collection, trial and appeal against Guarantor (including attorney's fees and charges for paralegals and others working under the direction or supervision of such attorney), expenses and other costs, including sales and use taxes thereon.

Guarantor hereby consents that from time to time Tech Data may, without notice to Guarantor and without affecting any liability of Guarantor, (a) exchange, release, sell (by foreclosure or otherwise), consent to the transfer of, apply or otherwise deal with any collateral for repayment of the Indebtedness at the election of Tech Data, (b) refinance, extend, renew or accelerate the Indebtedness or other obligations in whole or in part, (c) waive or fail to enforce any of its rights under any instruments evidencing, relating to or securing the Indebtedness or other obligations, or (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness or other obligations, or any indebtedness of any co-guarantor (whether hereunder or under a separate instrument) or of any other party.

This Guaranty is binding upon Guarantor and Guarantor's successors and assigns and shall inure to the benefit of Tech Data's successors and assigns. The revocation of this Guaranty shall not relieve Guarantor of liability on any Indebtedness or other obligations arising (including any which Tech Data was committed to) prior to Tech Data's receipt of written revocation hereof, or on any renewal or extension of such Indebtedness or other obligations.

The term "Indebtedness" as used herein shall mean all obligations of Customer to Tech Data, whether now or hereafter due or arising, or previously existing, and whether direct or indirect or contingent or liquidated, all costs of collection, including reasonable attorney's fees, whether incurred in connection with collection, trial, appeal or otherwise, all other amounts which Customer is obligated to pay Tech Data relating to or securing the Indebtedness or any part thereof, and including any documentary stamp tax (including interest and penalties, if any) determined to be due in connection therewith. In the event any part of the Indebtedness is paid by Customer and because of any bankruptcy or other laws relating to creditor rights, Tech Data repays any amounts to Customer or to any trustee, receiver or otherwise, then the amount so repaid shall again become part of the Indebtedness, the repayment of which is guaranteed hereby.

Guarantor acknowledges that all payments due hereunder are required to be made to Tech Data at Tech Data's above stated address in Pinellas County, Florida, and Guarantor further acknowledges that an appropriate forum for litigation with respect to the enforcement of this Guaranty shall be in a court of competent jurisdiction in Pinellas County, Florida. Notwithstanding the place of residence of the undersigned or the place of execution of this Guaranty, the laws of the State of Florida shall control the construction, interpretation and enforcement of this Guaranty and all matters related to this Guaranty, without application or reference to conflict of laws provisions.

All of Tech Data's rights and remedies hereunder are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. Any term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or

regulation shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

This Guaranty is assignable and transferable by Tech Data and shall, without further consent of or notice to Guarantor, pass to, and may be relied upon and enforced by Tech Data and its successors and assigns.

Guarantor does hereby make subject and subordinate the payment of any and all amounts owed by Customer to Guarantor to the Indebtedness owed to Tech Data and Guarantor's right to received payment are hereby made subordinate to Tech Data's rights to collection of the Indebtedness.

If more than one person shall execute this Guaranty, the singular shall include the plural and the terms "undersigned" and "Guarantor" shall mean all persons signing this Guaranty and each of them shall be jointly and severally obligated hereunder. All of Tech Data's rights and remedies hereunder are cumulative and not alternative.

GUARANTOR HEREBY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH GUARANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE CUSTOMER THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY GUARANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF TECH DATA AGAINST THE CUSTOMER OR ANY SECURITY WHICH TECH DATA NOW HAS OR HEREAFTER ACQUIRES, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed this _____ day of _____, 19____, at _____ (City, State)

WITNESSES AS TO GUARANTOR:

Signed: _____ (No Title)

Print Name: _____ (Guarantor)

S.S. #: _____

Signed: _____ (No Title)

Print Name: _____ (Guarantor)

S.S. #: _____

State of _____

County of _____

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 19____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.

Signature: _____

Print Name: _____

NOTARY PUBLIC
(Notary Seal)

My Commission Expires: _____

My Commission Number: _____