BUSINESS OBJECTS®

NATIONAL RESELLER AGREEMENT

This National Reseller Agreement (the "Agreement") is made as of June 11, 2007 (the "Effective Date"), by and between Business Objects Americas ("BOA"), a Delaware corporation, having its principal place of business at 3030 Orchard Parkway, San Jose, California 95134, and PCMall Inc and its Wholly, a Delaware corporation having its principle place of business at 2555 W 190th St, Torrance, CA 90504 ("NRO").

This Agreement sets forth the terms and conditions under which BOA authorizes the NRO identified above to resell certain BOA software products and accompanying documentation ("BOA Products").

WHEREAS, NRO desires to license from BOA, and BOA desires to license to NRO, certain limited rights to resell BOA Products.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. APPOINTMENT AND AUTHORITY AS NRO

Subject to the terms and conditions of this Agreement, BOA hereby appoints NRO to act as a non-exclusive reseller of the BOA Products specified in Exhibit C within the territory specified in Exhibit A (the "Territory"), and NRO accepts such appointment. BOA reserves the right, from time to time, in its sole discretion and without liability, to modify, add to or delete from the BOA Products list that NRO is authorized to distribute. BOA shall use reasonable efforts to notify NRO thirty (30) days prior to the effective date of any such modification.

2. NRO OBLIGATIONS

2.1 Licensing Rights. Subject to NRO's compliance with the terms of this Agreement and further subject to BOA's receipt of the license fees specified in Section 4, BOA grants to NRO a nonexclusive, nontransferable right during the term of this Agreement to market and resell to end users for such end-users' own internal purposes object code copies of the BOA Products, and only in the Territory pursuant to BOA's standard form end-user license agreement as may be updated from time to time and which is available at http://www.businessobjects.com/licenses (the "Software License Agreement").

2.2 Service Standards. NRO shall conduct its business in its own name and in such a manner that will, in the sole opinion of BOA, reflect favorably on the BOA Products and BOA's good name, goodwill, and reputation. NRO shall not engage in deceptive, misleading, or unethical practices that are or might be detrimental to BOA, the BOA Products, or any third party. NRO shall not make any representations, warranties, or guaranties to any BOA customers, current or potential, or to the trade with respect to the specifications, features, or capabilities of BOA Products or the applications developed therewith that are not contained in or are inconsistent with BOA Product documentation.

2.3 Restrictions. NRO shall not: (A) sublicense the BOA Products, except in whole as received from BOA and in object code form; (B) modify, reverse engineer, decompile or make derivative works of the BOA Products; (C) remove any of BOA's proprietary notices or legends, including any BOA trademark contained in or on the BOA Products or the BOA Product documentation, without the specific prior written consent of BOA; (D) make any copies of the BOA Products or the BOA Product documentation; or (E) sublicense, assign or otherwise transfer its rights under this Section 2. NRO shall be entitled to grant up to a maximum combined total of ten (10) temporary BOA Products trial licenses at any one time. Trial licenses shall be for non-production evaluation purposes only, shall not exceed thirty (30) days and shall be subject to the terms and conditions of the Software License Agreement included with the product.

2.4 **Government Requirements.** NRO shall obtain and maintain all permits, licenses, and government registrations necessary and appropriate to perform hereunder. This Agreement is subject to NRO's compliance with these requirements. NRO shall provide BOA with evidence of compliance under this section upon request.

2.5 **Advertising.** NRO shall provide samples of its advertising copy and sales literature to BOA upon BOA's request. BOA reserves the right to review and approve or deny all uses of BOA trademarks, logos, services marks, trade names and other identifiers prior to use. Such approval will not limit NRO's obligation to comply with all applicable laws and will not be deemed an endorsement or approval of any advertising content.

2.6 **Marketing.** BOA agrees to provide NRO with BOA Product marketing materials, as available and updated from time to time at BOA's sole discretion, for NRO's use in the promotion and marketing of BOA Products. NRO further agrees (A) that NRO may be referenced as a BOA NRO on BOA's web site and grants BOA the right to use its name and logo thereon; and (B) to cooperate in the issuance of joint press releases from time to time upon advance mutual agreement.

2.7 **Sales Forecasts**. NRO shall provide BOA with written forecasts, from time to time as requested, describing NRO's good faith projections of sales of BOA Products.

2.8 **Program Fees.** None

3. BOA MATERIALS OWNERSHIP

3.1 **Limited Rights**. BOA or its suppliers or affiliates own all right, title and interest in and to the BOA Products, copyrights, patents, trademarks, logos, trade names, other intellectual property and marketing materials provided NRO ("BOA Materials"). No rights, title or interest in BOA Materials is transferred to NRO hereunder. NRO is not authorized to and shall not reproduce or modify any copies of the BOA Materials except as provided under this Agreement. NRO shall not alter or remove any copyright or other proprietary notices on or in any of the BOA Materials. NRO shall use the BOA trademarks in referring to the applicable BOA Products they identify and shall identify itself as an authorized reseller of BOA, in a form prescribed or approved from time to time by BOA or as otherwise agreed by BOA in writing. BOA may from time to time discontinue or modify the trademarks, add new trademarks, and revise these instructions, to protect the standards of quality established for the goods and services licensed under the trademarks.

3.2 **Protection of Trademarks**. As between the parties hereto, BOA shall have sole and exclusive right to protect and defend the trademarks, at its sole cost and expense. Neither BOA nor any affiliate shall be liable to NRO for any loss or damage suffered by NRO as a result of the use of the trademarks, any litigation or proceeding involving the trademarks, or any failure to protect or defend the trademarks. NRO shall cooperate fully with BOA or a BOA affiliate, as applicable, in the defense and protection of the trademarks, and shall promptly and fully advise BOA of the use in the Territory of any mark infringing any of the trademarks. Without limiting the generality of the foregoing, NRO shall not seek or obtain registration, or any other right, in any trademark in any jurisdiction, whether in its own name or otherwise. If it does, it shall forthwith assign all rights therein to BOA or at the direction of BOA, as BOA may in its discretion require.

4. LICENSE AND SUPPORT FEES; PAYMENT TERMS

4.1 **License Fees and Support Fees**. NRO agrees to pay BOA a license fee for each license of a BOA Product licensed to an end user equal to the list price of such BOA Product in effect on the date of such license, less a particular discount percentage, based on the matrix set forth in Exhibit A. NRO shall bill and collect first year BOA Product support fees according to the then current BOA support service offerings and prices and this fee shall be passed through directly to BOA without deduction. All support services shall be provided directly by BOA to the end user and according to the support service offerings

and terms and conditions contained in the Description of Support Services available at the Business Objects Licenses web site (http://www.businessobjects.com/licenses).

4.2 **Payment and Shipping Terms**. All fees payable hereunder shall be paid to BOA within thirty (30) days of BOA's invoice date. All payments made shall be in United States currency and shall be made without deductions based on any taxes or withholdings. The fees listed in this Agreement do not include taxes. If BOA is required to pay sales, use, property, value-added or other federal, state or local taxes based on the licenses granted under this Agreement, or the licenses granted by NRO to end users, then such taxes shall be billed and paid by NRO; this shall not apply to taxes based upon BOA's income. NRO shall directly bill its end user customers for sublicensing of BOA Products. NRO shall pay all expenses incurred by it in connection with its marketing, distribution, delivery and service of NRO products and BOA Products. NRO agrees to use BOA's Web Portal for the entering of orders as applicable. BOA Products are shipped FOB origin.

4.3 **Purchase Orders**. NRO shall order Products from BOA using such forms, procedures, and minimum order requirements as BOA may prescribe from time to time. The end user purchase order must be received by NRO before a purchase order may be submitted to BOA. Purchase orders are a non-cancellable and non-revocable order to purchase BOA Products. All orders shall be subject to acceptance and approval by BOA in its discretion. This Agreement controls NRO's purchase and resale of BOA Products. The preprinted terms contained on any NRO purchase order shall have no effect and are null and void.

4.4 **Records, Inspection and Audits**. NRO shall maintain books and records in connection with its obligations under this Agreement during, and for a period of two years after, the termination or expiration of this Agreement. Such records shall include the executed sublicense agreements and the information required in purchase orders. NRO shall permit BOA to inspect all books, records and other documentation relating to NRO's performance and to audit up to twice yearly the relevant NRO books upon reasonable prior notice to NRO. Any such audit shall be conducted during regular business hours at NRO's offices and shall not interfere unreasonably with NRO's business activities. BOA shall pay all of its costs related to performing all audits; provided, that if any audit reveals that NRO has underpaid fees to BOA in excess of five percent (5%) less than the actual required amount, then NRO shall pay BOA's reasonable costs and expenses of conducting such audit in addition to paying the underpaid amounts.

4.5 **BOA Credit Terms.** NRO's financial responsibility is at all times subject to approval of BOA and NRO's provision of financial information as provided in Exhibit B, and BOA reserves the right at any time, before payment or even after partial payment on account, to change or withdraw any credit line or terms, require payment on delivery, declare all sums immediately due and payable, or cancel or delay shipment of any order. NRO acknowledges that judgments as to financial responsibility are inherently subjective and accordingly agrees that BOA may make them in its discretion, notwithstanding any particular evidence of creditworthiness or prior practice to the contrary.

5. WARRANTIES

5.1 **Limited Warranty**. BOA licenses BOA Products "AS IS". The BOA Product medium is warranted against defects ninety (90) days from the original date of BOA's invoice. If the medium is defective, return it within the warranty period and BOA will replace it at no charge. This warranty shall not apply to any BOA Product media that has been altered or repaired, except by BOA, or which have been subject to misuse, negligence or accident. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION **Error! Reference source not found.** AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS, SERVICES, AND INFORMATION HEREUNDER ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

5.2 **NRO Warranty**. NRO agrees not to make any representations or warranties with respect to the BOA Products which exceed the limited warranties made by BOA under this Agreement.

6. INDEMNIFICATION

NRO agrees to indemnify and hold BOA harmless against and from any claims, losses, damages, and expenses (including reasonable court or arbitration costs and attorney's fees) arising out of personal injury, property damage, or any other liability, arising from: (A) the actions or fault of NRO, its employees, or agents in its rendering of services to end-user customers; (B) any errors, defects, or other problems in any NRO applications, services, or other NRO products; (C) any unauthorized use by NRO, its employees, or agents of any trademarks, trade secrets, copyrights, patents or other intellectual property rights relating to BOA; (D) any NRO violation of applicable export and related laws; or (E) any unauthorized warranty or representation made by NRO, its employees or agents.

7. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO NRO'S OBLIGATIONS UNDER SECTIONS 3 AND 6, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOA'S LIABILITY FOR DIRECT DAMAGES HEREUNDER SHALL BE LIMITED TO FEES PAID BY NRO (NET OF ANY BOA REFUNDS, DISCOUNTS OR REBATES) UNDER THIS AGREEMENT. NRO HEREBY ACKNOWLEDGES THAT THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT REFLECTS THIS ALLOCATION OF RISK. THIS SECTION SURVIVES TERMINATION OR EXPIRATION OF THE AGREEMENT.

8. TERM AND TERMINATION

8.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one year and automatically renew unless either party provides written notice of non-renewal at least 30 days prior to the end of each one year term.

8.2 **Termination**. Either party may terminate this Agreement without cause upon 30 days written notice.

8.3 **Effect of Termination.** Termination of this Agreement will not relieve either party from fulfilling its obligations which by their terms or nature survive termination, except as otherwise provided herein. Upon termination or expiration of this Agreement, NRO shall (A) immediately cease using and deliver to BOA any unused BOA Product, BOA Material, Confidential Information and other information; and (B) immediately cease to identify itself as a BOA NRO.

9. CONFIDENTIAL INFORMATION

Except for the specific rights granted by this Agreement, neither party shall use or disclose any Confidential Information of the other party. A party receiving Confidential Information from the other shall use a commercially reasonable degree of care to protect that Confidential Information. The BOA Products including methods or concepts utilized therein, the BOA Product documentation, the terms and conditions of this Agreement and all information identified by the disclosing party as proprietary or confidential ("Confidential Information"), shall remain the sole property of the disclosing party and shall not be disclosed to any third party without the express written consent of the disclosing party (except solely for each party's internal business needs, to employees or consultants who are bound by a written agreement with such party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Items will not be considered to be Confidential Information if (A) available to the public other than by a breach of an agreement with BOA; (B) rightfully received from a third party not in breach of an obligation of confidentiality; (C) independently developed by one party without access to the

Confidential information of the other; (D) known to the recipient at the time of disclosure; or (E) produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order.

10. MISCELLANEOUS

10.1 Notices. Any notice required or permitted hereunder shall be in writing and shall be given by registered or certified mail or via overnight courier addressed as follows: **If to BOA,** BUSINESS OBJECTS AMERICAS, 3030 Orchard Parkway, San Jose, CA 95134; **If to NRO,** at the address and fax number listed on Exhibit A. Such notice shall be deemed given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid. Either party may change its address for notice by means of notice to the other party given in accordance with this Section.

10.2 Independent Contractors. BOA and NRO are independent contractors, and nothing contained in this Agreement shall be construed to (A) give either party the power to direct and control the day-to-day activities of the other, (B) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (C) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. All financial and other obligations associated with the businesses of BOA and NRO are their sole respective responsibilities

10.3 Governing Law and Venue. This Agreement shall be interpreted according to the laws of the State of California without regard to or application of choice-of-law rules or principles. The venue for any claims arising under this Agreement shall be the state or federal courts located in San Jose, California.

10.4 Integration, Amendment and Assignment. This Agreement and the Exhibits hereto shall constitute the entire agreement between BOA and NRO with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by both BOA and NRO. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. This Agreement may not be transferred or assigned, in whole or in part, by either party either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void, provided, however, that BOA may transfer or assign this Agreement to a successor in interest pursuant to a merger or acquisition of all or substantially all of the assets or ownership interest in BOA.

10.5 Import and Export Controls. NRO hereby acknowledges that the BOA Products are subject to United States export controls, pursuant to the U.S. Export Administration Regulations. NRO shall comply strictly with all applicable provisions of the U.S. Export Administration Regulations, and shall not export, reexport, transfer, divert or disclose, directly or indirectly, including via remote access, the Products, any confidential information contained or embodied in the Products, or any direct product thereof, except as authorized under the Export Administration Regulations.

10.6 Attorney Fees. In the event of any litigation or arbitration hereunder, the arbitrator or court shall award costs and reasonable attorneys' fees to the prevailing party.

10.5 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect.

10.6 Headings. The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

10.7 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

Business Objects Americas ("BOA")

Signature: Brian Stine

Print Name: BUSINESS OBJECTS AMERICAS

Title: BRIAN STINE
SECRETARY

BUSINESS OBJECTS LEGAL DEPT. CT

PC MALL, INC. ("NRO")

Signature:

Print Name: SEAN MALOT

Title: VP

EXHIBIT A
to NRO AGREEMENT

Business Objects NRO Program Terms

The purpose of the Business Objects National Reseller Program is to establish a network of resellers who are able to identify, create and close incremental software license opportunities.

The terms of this NRO Agreement will establish Business Objects and NRO responsibilities and expectations in meeting the program's purposes.

A. NRO REQUIREMENTS:

None

1. COMPANY INFORMATION

NRO must provide to Business Objects information listed below. Information is required to be current. Changes to NRO company information must be submitted to Business Objects within 10 days following change. NRO will be required to identify 3 Contacts including a Business, Technical and Marketing contact, one of which designated as the primary contact. Designated NRO contacts must be willing to receive and answer Business Objects correspondence, emails and other notifications and reply to Business Objects requests in a timely manner.

NRO Company Name: PC Mall

Address: 2555 W 190th St
Torrance CA 90504

Telephone Number: 3103545600

Fax Number: 3106303470

Contacts:

1. Business Contact GERTRUD PILLAY

2.Technical Contact CHRISTOPHER SWADISH

3.Marketing Contact DARRYL OLIVER

4. Primary Contact DARRYL OLIVER

Web Site: www.pcmall.com

Initial NRO Participation Level: _____

Territory: United States of America and Canada

C. ACTIVITIES:

A key expectation for Business Objects NROs is to identify, drive, close or assist in the sales of valid, qualified, registered, incremental opportunities of Business Objects software licenses. Incremental opportunities are defined as new license sales opportunities that have been validated to ensure no one

else in the Business Objects sales force is currently working that opportunity, qualified per Business Objects opportunity definition criteria and registered in the Business Objects Lead Management System.

Business Objects NRO partners in good standing are, at a minimum expected to:

1. **Create and/or follow-up of high probability leads that will turn into sales**. The Business Objects product line is positioned to fit both departmental and corporate needs. Key service opportunities include Business Objects customers that are looking for installation or implementation assistance from certified third parties.
2. **Validate, Qualify, and Register Incremental Opportunities in the Business Objects Lead Management System**. NRO is required to register and validate qualified, incremental business opportunities with Business Objects. Valid, qualified, incremental NRO opportunities will be defined as opportunities which the NRO has qualified per Business Objects opportunity definition criteria. Valid, qualified incremental opportunities will require information including but not limited to company name, contact name, address and phone number. Opportunity information will be entered into the Business Objects Lead Management System and assigned a lead number. The lead information will be considered Confidential Information of NRO. The lead information will not be available to Business Objects direct sales force and will be used by Business Objects only for revenue forecasting, deal tracking and in furtherance of this Agreement.
3. Research, documentation and delivery of responses to RFI, (Request For Information) and RFP, (Request For Pricing).
4. Briefings to endorse the relationship with industry analysts & customers as jointly agreed to.
5. Development and execution of sales and marketing programs designed to create new business opportunities as jointly agreed to.
6. Participation in press releases, seminars, trade shows and select industry events as jointly agreed to..
7. Attendance at partnership kick-off meetings with Business Objects' to introduce NRO's account managers and consultants to Business Objects employees as jointly agreed to.
8. Participate in other activities and/or events deemed advantageous to business as jointly agreed to.

D. MANDATORY SUPPORT REQUIREMENTS:

All purchase orders for valid, qualified, registered, incremental software license opportunities received from NRO must include one year of Business Objects Support Services for the Business Objects Products, according to the then current BOA support service offerings. All support services shall be provided directly by BOA to the end user and according to the support service offerings and terms and conditions contained in the Description of Support Services available at the Business Objects Licenses web site (http://www.businessobjects.com/licenses).

E. NRO PRICES AND PARTNER INCENTIVES:

So long as NRO is in full compliance with its obligations hereunder, NRO shall receive Business Objects Products at the Manufacturer's Suggested Retail price (MSRP) listed in the then current applicable North American pricing list and calculator provided by Business Objects and updated from time to time at Business Objects' sole discretion, less a discount as represented in Section E Table 2. Discounts listed in Section E Table 2 will apply solely to valid, qualified, registered, incremental opportunities.

Discounts will be applied to NRO purchase orders for valid, qualified, registered, incremental license sales. The NRO will receive a discount of 10% on all purchase orders for valid, qualified, registered, incremental license sales of Crystal Enterprise and Business Objects Enterprise Products. If Business Objects brings an opportunity to the NRO for Crystal Enterprise or Business Objects Enterprise.

Discounts

A NRO may identify a valid, qualified, registered incremental opportunity within account. In such cases a NRO's discounts are based as defined in Section E Table 2 below.