

En Pointe Technologies Standard Terms of Use and Sale

Acceptance By You of Terms. This website is provided by En Pointe Technologies Sales, LLC (which may be referred to as "En Pointe" and may also be referred to in these Terms of Use and Sale as "we" or "us") to You, including your employer and/or any of its affiliates, or any other entity on whose behalf you are acting, "you" or "Customer", subject to the following Terms of Use and Sale (the "Terms of Use and Sale"), which may be updated by us from time to time by us in our sole discretion and which you accept by your use of the Site (defined below). We reserve the right to alter these Terms of Use and Sale without advance notice by posting a revised Terms of Use and Sale. You can determine when these Terms of Use and Sale was last revised by checking the "Last revised" legend at the top of these Terms of Use and Sale.

These Terms of Use and Sale apply to your use of the following websites: www.enpointe.com, www.accesspointe.com, and any other domains listed from time to time or related to these websites, hosted by or on behalf of En Pointe. (Individually and collectively, the "Site"). In addition, when using particular features or service(s) provided through the Site, you agree that you are subject to any additional posted guidelines, rules, terms, and conditions applicable to such features or service(s) including without limit the Terms of Sale which are applicable to any sale of a product, service or solution through any of the applicable websites. All such guidelines, rules, terms, and conditions are hereby incorporated by reference into these Terms of Use and Sale. Notwithstanding the foregoing, any separate master agreement or statement of work covering specific products, services or solutions that is signed by an authorized representative of you and En Pointe shall govern in the event of any conflict with these Terms of Use and Sale.

PLEASE READ THESE TERMS OF USE AND SALE CAREFULLY BEFORE USING THE SITE. YOUR USE OF THE SITE CONSTITUTES YOUR AGREEMENT TO ABIDE BY THESE TERMS OF USE AND SALE.

The Site may not be available at all times or in all areas. We may permit you to register for services, and/or deny service to you, at any time and in our sole discretion, including without limitation, in the event you do not adhere to the Rules of Conduct set forth below. To the fullest extent permissible under applicable law, We reserve the right to, at any time: (a) modify or discontinue, temporarily or permanently, the Site (or any part thereof) without notice; (b) charge fees for the use of the Site; and/or (c) modify or waive any fees charged in connection with the Site. To the fullest extent permissible under applicable law, You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, or of any Content or Service (as defined below). Your continued use of the Site after any such changes will indicate your acceptance of such changes.

Any questions about the meaning or application of these Terms of Use and Sale should be directed to contractsadmin@enpointe.com or through the site www.enpointe.com/contactus.asp.

Description of the Content and Services. We provide users of the Site with access to certain content concerning us and our product, service and solution offerings, including without limit descriptions, contact information, links, and other specialized content (collectively, the "Content"), as well as opportunities to contact us or third parties, and other features and services (all of the foregoing, collectively with the Content, the "Site Services"). All new features made available through the Site that were not made available as of the "Last Revised" date above shall automatically become subject to these Terms of Use and Sale.

Price and Availability. Because of the fast-moving nature of the IT supply industry, prices and availability are subject to change without notice. We are unable to issue price adjustments due to manufacturer price changes after date of original sale. We do our best to provide the most accurate, up-to-date information, but errors do occur and we reserve the right to make changes without notice and to cancel any order we are unable to fill where availability is constrained and an order is processed in error. Unless otherwise stated, pricing does not include freight or installation. Prices are exclusive of all taxes now in force or enacted in the future and therefore subject to an increase equal to the amount En Pointe may be required to collect to pay associated with the sale or delivery of items herein. Maintenance may be made available under a separate agreement. Modification of this order by the customer after order acceptance by En Pointe, may result in a change in price to reflect material and labor expenses incurred by En Pointe, in making said modifications. Your Account Executive or sales representative can inform you when a product or solution is not in stock, and can tell you when we expect the product will be available. Anticipated delivery dates are based upon vendor-supplied information and are subject to correction or change.

Systems, Typographic, Photographic and Other Technical Errors. Although we do our best to achieve 100% accuracy, occasionally errors and inaccuracies do occur. Should you encounter an error or inaccuracy, please inform

us so it can be corrected. Products and packaging depicted may differ from stock available at the time of shipment. We reserve the right in our sole discretion to substitute equivalent items if available. If an error is made and a product is listed at an erroneous price or shown as available when it is not, We may, at our sole discretion, refuse or cancel any such orders processed as a result of such error, to the fullest extent permissible under applicable law. If an order has been confirmed and charged to your credit card at the incorrect price or where we the product, service or solution is not available, we reserve the right in our sole discretion to immediately issue a credit in the amount of the incorrect price or unavailable product, service or solution.

Information Submitted By You Through or In Connection With the Site. Submissions of personal information through or in connection with the Site are governed by our Privacy Policy which is hereby incorporated into these Terms of Use and Sale by this reference. In consideration of your use of the Site and Site Services, you agree, where information is requested, to provide accurate, current, and complete information about yourself, to maintain the accuracy and completeness of such information, and to update it promptly in the event of any change. You agree that if any information you provide is false, inaccurate, incomplete, or not current, we may terminate your use of the Site and/or the Site Services. To the fullest extent permissible under applicable law, We are not liable for any loss or damage arising from your failure to comply with any or all of the foregoing obligations.

As part of the registration process for certain Site Services, you may be asked to select a username and password. We may refuse registration to anyone, and/or require additional information prior to accepting any registration, in our sole discretion. Furthermore, we may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site Services or any part of the Content to any third party. If you have reason to believe that your account with us is no longer secure, you must immediately notify us of the problem by emailing us at contractsadmin@enpointe.com. You are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities that are conducted through your account.

Rules of Conduct. While using the Site, you agree to comply with all applicable laws, rules, and regulations. In addition, users of the Site must respect the rights and dignity of others, and your use of the Site is conditioned on your compliance with the following Rules of Conduct. You agree you will not:

- Transmit or otherwise make available in connection with the Site anything that is or may be: (a) threatening, harassing, degrading, hateful, or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic, or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right, without the express permission of the owner of such right.
- Use the Site for any fraudulent or unlawful purpose; or transmit or otherwise make available in connection with the Site any material that would give rise to criminal or civil liability that encourages conduct that constitutes a criminal offense, or that encourages or provides instructional information about illegal or potentially illegal activities.
- Transmit or otherwise make available any material, non-public information about a company without the proper authorization to do so.
- Interfere with or violate any other Site visitor's or user's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Site without their express consent.
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.
- Impersonate any person or entity, including, but not limited to, any agent or representative of ours; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make, without our prior written consent.
- Transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse, easter egg, time bomb, web bug, cancelbot, "spyware," or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component.
- Interfere with or disrupt the operation of the Site, or the servers or networks that host the Site or make the Site available; or disobey any requirements, procedures, policies, or regulations of such servers or networks.
- Restrict or inhibit any other person from using the Site, including by means of hacking or defacing any portion of the Site.

- Transmit or otherwise make available in connection with the Site any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunity, or any other form of solicitation.
- Sell, license, or exploit for any commercial purposes any use of or access to the Content, Site Services or Site.
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content, Site Services, or the Site.
- Remove any copyright, trademark, or other proprietary rights notice contained in the Content, Site Services, or the Site.
- Frame or mirror any part of the Site without our prior express written authorization.
- Use any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, data-mine, or in any way determine, archive, reproduce, or circumvent the navigational structure or presentation of the Site.
- Create a database by systematically downloading and storing all or any of the Content from the Site.

Our Proprietary Rights. You acknowledge and agree that the information and materials presented to you on or through the Site, including without limitation the Content and the Site Services, are and shall remain our property or the property of our licensors or suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. You may download one (1) copy of any material publicly available on the Site to any single computer for your personal, non-commercial use only, provided that you keep intact all copyright and other proprietary notices, and subject to all other terms and conditions of these Terms of Use and Sale. Except as expressly authorized in advance by us, you agree not to copy, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, any materials, including without limitation the Content and the Site Services, that are made available on or through the Site.

- You may request, and we may provide, from time to time, certain information which is our confidential information, and which we intend to protect as confidential ("Confidential Information"). Confidential Information includes, but is not limited to, specific proposals, pricing information, technical specifications and modifications to any of the foregoing, which we may provide to you orally or in writing. In addition to the restrictions on the use of any information set forth above, you agree to hold all Confidential Information in strict confidence, not to disclose it to any third party, and to use at least reasonable care to protect its confidentiality and prevent its unauthorized use or disclosure.
- Our trade names, trademarks and service marks include without limitation: En Pointe and any associated logos. All trademarks and service marks on the Site not owned by us are the property of their respective owners. The trade names, trademarks, and service marks owned by us, whether registered or unregistered, may not be used in connection with any product, service or solution that is not offered by us, or in any manner that is likely to cause confusion with customers. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks, or service marks without our prior express written permission.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES RELATED TO YOUR USE OF THE SITE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND SITE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH THE USE OF THE SITE AND THE SITE SERVICES, AND ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS THEREOF. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND THE SITE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN PARTICULAR, AND WITHOUT LIMITATION, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SITE, ANY SITE SERVICE MADE

AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE, OR ANY PRODUCTS, SERVICES OR SOLUTIONS ACCESSED, USED, ACQUIRED, OR DISCOVERED THROUGH OR IN CONNECTION WITH THE SITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY SITE SERVICE IS TO STOP USING THE SITE.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATION OR WARRANTY THAT: (A) THE SITE OR ANY SITE SERVICE WILL MEET YOUR REQUIREMENTS; (B) ACCESS TO THE SITE OR ANY SITE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SITE SERVICE WILL BE ACCURATE, TIMELY, OR RELIABLE; (D) THE QUALITY OF ANY SITE SERVICES ACCESSED OR USED THROUGH OR IN CONNECTION WITH THE SITE WILL MEET YOUR EXPECTATIONS; (E) ANY ERRORS IN THE SITE WILL BE CORRECTED; OR (F) THE SITE OR THE EQUIPMENT OR NETWORK(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES, BUGS, WORMS, DEFECTS, OR OTHER HARMFUL COMPONENTS.

While we try to maintain the Site's integrity and security (and the integrity and security of the servers on and in connection with which the Site is operated), we do not, to the fullest extent permissible under applicable law, guarantee that the Site will be or remain secure, complete, or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies or errors, or materials that violate or conflict with these Terms of Use and Sale. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of such a situation, please contact us at contractsadmin@enpointe.com with a description of the material(s) at issue, and the location ("URL") where such material(s) appear.

Links. The Site may provide links to other Internet websites and resources. Because we may have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available through such sites or resources. Other websites may provide links to the Site with or without our authorization. We may have no control over the sites that provide links to the Site, and you acknowledge and agree that we do not endorse such sites and are not responsible for any links from those sites to the Site, for any content, advertising, products, or other materials available on or through such other sites, or for any loss or damages caused by using or relying on any such materials. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or inability to use: (a) any sites or resources to which we provide links, or that provide links to the Site; or (b) any content, goods, or services available on or through any such sites or resources. We shall have the right, but not the obligation, at any time and in our sole discretion, to block links to the Site through technological or other means, without prior notice.

Your Representations and Warranties; Indemnity. You represent and warrant that you will comply with all applicable laws in connection with your use of the Site and Site Services. To the fullest extent permissible under applicable law, You agree to defend, indemnify, and hold us and our sponsors, directors, officers, shareholders, licensors, employees, agents, partners, suppliers and representatives harmless, from and against, all claims, losses, costs, damages, liabilities, and expenses (including but not limited to attorneys' fees) arising out of: (a) your activities in connection with the Site or Site Services; (b) any violation of these Terms of Use and Sale by you; or (c) any allegation that anything you transmit through or in connection with the Site infringes or otherwise violates the copyright, trademark, trade secret, privacy, or other rights of any third party, except to the extent caused by our negligence, recklessness, or intentional misconduct in connection with the Site.

Dealings With Third-Party Providers of Goods and Services. Your correspondence or business dealings with, or participation in promotions sponsored by, any third-party advertisers or other third-party providers of goods, services or solutions found on or through the Site, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party advertiser or provider. To the fullest extent permissible under applicable law, You agree that we shall not be responsible or liable for any loss or damage of any sort incurred in connection with any such dealings or as the result of the presence of such third parties' materials on the Site.

Termination. You agree that we, in our sole discretion, and to the fullest extent permissible under applicable law, may terminate your use of the Site or any part thereof, at any time and for any reason or no reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use and Sale. You agree that any termination of your access to the Site and/or the Site Services under any provision of these Terms of Use and Sale may be effected without prior notice. Upon termination of these Terms of Use and Sale,

your right to use the Site will immediately cease. To the fullest extent permissible under applicable law, We shall not be liable to you or any third party for any termination of your access to the Site or any part thereof.

Forward-Looking Statements. We are an indirect, wholly owned subsidiary of PCM, Inc., a Delaware corporation, traded on the NASDAQ Global Market under the ticker symbol "PCMI." Statements in any news release contained on the Site, or communicated orally or in writing, that concern us or our management and that are not historical facts may be "Forward-Looking Statements". Forward-Looking Statements include, without limitation, statements that: (a) include the words "believes," "expects," "anticipates," "estimates," or words of similar importance or meaning with reference to us or our management; (b) are specifically identified as forward-looking; (c) describe any of our plans, objectives, or goals for future operations and products; or (d) concern the characteristics and growth of our markets or customers or our expected liquidity and capital resources. Forward-Looking Statements involve important risks and uncertainties and factors and risks that may cause actual results to differ materially from those discussed in any Forward-Looking Statement include, without limitation, economic, competitive, governmental, and technological factors affecting our operations, markets, products, services, and prices. Important factors and risks that could cause actual result to differ materially are described in the current periodic reports filed by PCM, Inc. with the United States Securities and Exchange Commission. Copies of the most recent reports and other filings of PCM, Inc. can be accessed through the Commission's EDGAR system located at www.sec.gov or on the Site under the heading "Investor Relations." We expressly disclaim any obligation or responsibility to update or revise or supplement any Forward-Looking Statement in any news release or generally to any extent.

Filtering. Pursuant to 47 U.S.C. § 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the websites of the Electronic Frontier Foundation: http://www.eff.org/pub/Censorship/Ratings_filters_labelling/ and of America Links Up: <http://www.netparents.org/parentstips/browsers.html>.

Information or Complaints. Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to contractsadmin@enpointe.com. You may also contact us by writing to: En Pointe Technologies Sales, LLC. 1940 E. Mariposa, El Segundo, CA 90245 or by calling us at (310) 337-5200.

Additional Terms of Use and Sale

PLEASE READ FOLLOWING TERMS CAREFULLY BEFORE MAKING ANY PURCHASE THROUGH THE SITE OR WHICH IS OTHERWISE SUBJECT TO THESE TERMS OF USE AND SALE.

Set forth hereafter are certain additional terms and conditions that apply to any purchase made by you (including your employer and/or any of its affiliates, or any other entity or person on whose behalf you are acting, "you" or "Customer") from us using the Site or otherwise subject to these Terms of Use and Sale. By using the Site, placing an order and/or submitting a purchase order to us that is subject to these Terms of Use and Sale you agree to be bound by this these Terms of Use and Sale, to the fullest extent permissible under applicable law. If you and an authorized representative of ours have each signed and delivered a separate master purchase agreement, purchase order or statement of work, then such separate master agreement, purchase order or statement of work shall govern, to the extent of any conflict between its terms and those of these Terms of Use and Sale.

Order Acceptance Policy. Orders are not binding on us until accepted by in accordance with these Terms of Use and Sale, including without limit terms applicable to errors and our cancelation rights related thereto, and we reserve the right to accept or decline any order for any reason, and/or to supply less than the quantity ordered of any item without prior notice. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor, to the fullest extent permissible under applicable law, does it constitute confirmation of our offer to sell. Until delivery of goods or performance of services we reserve the right to reject or cancel any order (or any portion thereof to the extent goods remain undelivered or services remain unperformed), for any reason or no reason. We are a reseller to end user customers and do not accept orders from computer dealers, exporters, wholesalers, or others who intend to resell the goods offered by us unless specifically agreed to in a writing signed and delivered to you by an authorized officer of En Pointe. Customer hereby represents and warrants that it is not purchasing goods for export and/or resale unless pursuant to a separate written Agreement executed and delivered by an authorized officer of PCM Sales, Inc. In the event of any export, Customer agrees to comply with all applicable laws and regulations, including but not limited to U.S. Commerce Department regulations and State Department restrictions governing export from the United States and, to the fullest extent permissible under applicable law, shall indemnify, defend and hold us harmless from any third party claim arising out of or related to any such export transaction.

Purchase Price and Payment. Prices, specifications and availability of goods and services are subject to change without notice. Customer will pay the price established by us for all goods ordered by Customer or using Customer's account. En Pointe reserves the right to make partial shipments. Each shipment shall be a separate transaction and payment shall be made accordingly. If shipments are delayed by Customer for whatever reason, payment shall become due on the originally scheduled shipment date. Any amount that we agree may be paid after delivery is due to us within thirty (30) days, or such lesser period as may be determined by us as set forth in an applicable invoice. In addition to the purchase price and any shipping costs, Customer will pay all applicable taxes, including, but not limited to, sales, use, value added, gross receipts, privilege, excise and personal property taxes as well as other similar taxes and/or charges, levied on or measured by the purchase price or sale of goods arising from, furnished, or in connection with the use of the goods and any parts or maintenance supplied or the services rendered. Prices do not, unless otherwise specified, include supplies. To the fullest extent permissible under applicable law, You agree to pay interest on all past-due sums at the lesser of 1.5% per month or the highest rate allowed by applicable law.

Deposits. Without limiting any rights or remedies available to us, and to the greatest extent permissible under applicable law, in the event that we accept a deposit from you for goods ordered: (a) if you fail to meet any schedule of payments listed on the invoice, or to complete the purchase for any reason other than for cancellation of goods not delivered, in addition to any other rights at law or in equity, we will have the right to, within one hundred and twenty (120) days of the deposit date, retain all cash, checks and credit card deposits as partial damages; and (b) if Customer chooses to pick up ordered goods rather than ship them, and if Customer fails to pick up ordered goods within two (2) weeks of the posting of the arrival notice from us, you agree to forfeit all cash, check or credit card deposits for the goods.

Title and Risk of Loss. Title and risk of loss to all items purchased subject to these Terms of Use and Sale passes from us to you at the time of delivery by us to the shipping carrier, provided, however, title to software and other licensed items will remain with the applicable licensor(s). Customer shall have full liability for the safety and validity of delivery address given to us at the time of purchase. To the fullest extent permissible under applicable law, We will not incur any forwarding costs on shipments.

Shipping, packaging, handling and Insurance. You agree to pay all shipping, packaging, handling and related insurance costs and fees, which may include a profit. In the event that Customer returns goods permitted under these Terms of Use and Sale, Customer shall insure, at Customer's expense, all goods shipped in an amount at least equal to the unpaid purchase price of the goods. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CUSTOMER ASSUMES ALL RISK OF LOSS IN CONNECTION WITH THE SHIPMENT OF RETURNED GOODS.

Purchase Money Security Interest. To the fullest extent permissible under applicable law, You hereby grant to us a purchase money security interest in all goods purchased hereunder, and in any proceeds thereof, to secure the unpaid purchase price of such goods, if any. Upon request by us you agree to sign any document required to perfect such security interest. Payment in full of an invoice for the total of the purchase price as shown on the invoice shall release the security interest on the invoiced goods.

Software Licenses. All software is provided subject to any manufacturer's license agreement(s) and/or end user agreement(s) that are provided with it. To the fullest extent permissible under law, Customer will be bound by all such licenses and/or end user agreements.

Delays in Performance. Any delivery times provided by us are estimates only. We shall not be liable for delivery delays, nor shall we be liable for any delay in performance due to unforeseen circumstances or to causes beyond our reasonable control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or inability of suppliers to deliver.

Alteration or Attachment to Goods. Any alteration, modification, addition, improvement or attachment to the goods ("Alteration") not authorized in writing by us shall be solely at your expense and risk. In the event of any such unauthorized Alterations any warranty under these Terms of Use and Sale, including without limitation any warranty of merchantability or fitness of use that may be implied despite our express disclaimer of any such warranty, shall be deemed waived by you and shall be null and void, and we shall have no obligation to you under any such warranty, nor will you be entitled to return altered goods at any time, to the greatest extent permissible under applicable law.

Training. If indicated on the invoice or otherwise agreed to in writing by us, upon delivery and/or installation, we or our designee will provide training in the operation of the goods to a member of Customer's staff. All training will be performed at a mutually agreeable time at the hourly training rate currently in effect at the time the training is performed. Training is not offered as vocational training or as qualifying for any particular employment.

Maintenance. We agree to provide maintenance and/or service (“Maintenance”) to Customer as described on an applicable invoice accompanying goods shipped to Customer or in a separate agreement for Maintenance. All Maintenance will be at our service department or at another location chosen by us unless otherwise agreed between us and you under a separate agreement for Maintenance. All Maintenance, except that performed under manufacturer’s warranty, will be performed at our standard rates in effect at the time the Maintenance is performed. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE HAVE NO OBLIGATION TO PROVIDE MAINTENANCE, WARRANTY OR SUPPORT SERVICES TO ANY CUSTOMER UNLESS AND UNTIL WE HAVE RECEIVED FULL PAYMENT FOR ANY GOODS PURCHASED.

Warranty for Goods and Services. The only applicable warranties will be provided by the manufacturers of the equipment listed herein. En Pointe, will act on the customers behalf with the manufacturers to obtain warranty service, if required. If warranty service is required, En Pointe shall assist in upholding Customers rights under these warranties, including labor, at the prevailing rate. Any software is warranted only if, and to the extent of existence of, the applicable manufacturer’s warranty and is distributed by En Pointe on an “as is” basis without warranty by En Pointe, to the fullest extent permissible under applicable law. Any applicable warranty does not cover normal wear and tear and is contingent upon proper storage, installation, use, and maintenance in conformance with applicable recommendations of manufacturer. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER’S CHOICE OF HARDWARE OR SOFTWARE THAT IS AND HAS BEEN THE INSTRUMENTAL FACTOR IN THE SELECTION OF THE PRODUCTS FOR PURPOSES AND USES INTENDED BY THE CUSTOMER. Customer agrees that products and equipment shall be used in manner described by the original manufacturer thereof, otherwise any applicable warranty will become null and void.

DISCLAIMER OF WARRANTIES FOR GOODS AND SERVICES. EXCEPT AS LISTED IN THESE TERMS OF USE AND SALE, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL GOODS AND SERVICES SOLD UNDER THESE TERMS OF USE AND SALE ARE PROVIDED “AS IS” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT THOSE EXPRESSLY CONFERRED BY THE MANUFACTURER. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY FOR GOODS AND SERVICES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES OR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS PROFITS OR SPECIAL DAMAGES, HOWEVER CAUSED, ARISING FROM THE USE OF ANY GOODS OR SERVICES, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO THE FOREGOING LIMITATION MAY NOT APPLY TO THE EXTENT SUCH STATE’S LAW IS APPLICABLE TO THIS AGREEMENT. NEW JERSEY LAW HOLDS THAT LIMITATIONS OF LIABILITY ARE ENFORCEABLE SO LONG AS THE LIMITATION IN QUESTION DOES NOT VIOLATE PUBLIC POLICY AND THAT EXCLUSIONS OF DAMAGES ARE ALLOWED SO LONG AS THEY ARE NOT UNCONSCIONABLE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CUSTOMER AGREES THAT CUSTOMER’S SOLE REMEDY SHALL BE TO RETURN GOODS IN ACCORDANCE WITH THE TERMS OF THESE TERMS AND CONDITIONS AND, IF APPLICABLE, TO OBTAIN A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER TO US, LESS ALL SUMS, IF ANY, CUSTOMER OWES US.

MANDATORY ARBITRATION. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY CLAIMS AGAINST US RELATING IN ANY WAY TO YOUR USE OF THE SITE OR THE SITE SERVICES OR ANY PURCHASES MADE BY YOU THROUGH THE SITE OR SUBJECT TO THESE TERMS OF USE AND SALE SHALL BE SUBMITTED TO FINAL CONFIDENTIAL AND BINDING ARBITRATION IN LOS ANGELES, CALIFORNIA, EXCEPT THAT (A) YOU MAY TAKE CLAIMS TO SMALL CLAIMS COURT, IF THEY QUALIFY FOR HEARING BY SUCH COURT, AND (B) IF YOU FAIL TO TIMELY PAY AMOUNTS DUE, WE MAY ASSIGN YOUR ACCOUNT FOR COLLECTION AND THE COLLECTION AGENCY MAY PURSUE SUCH CLAIMS IN COURT LIMITED STRICTLY TO THE COLLECTION OF THE PAST DUE DEBT AND ANY INTEREST OR COST OF COLLECTION PERMISSIBLE UNDER APPLICABLE LAW OR THESE TERMS OF USE AND SALE. Arbitration under these Terms of Use and Sale shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator’s award shall be binding and may be entered as a judgment

in any court of competent jurisdiction. THE RULES GOVERNING ARBITRATION ARE DIFFERENT THAN THOSE IN COURT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AS A COURT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE AMERICAN ARBITRATION ASSOCIATION RULES, YOU UNDERSTAND THAT BY INITIATING THIS ARBITRATION PARAGRAPH YOU ARE GIVING UP YOUR RIGHT TO A TRIAL IN COURT OR ADMINISTRATIVE PROCEEDING, EITHER WITH OR WITHOUT A JURY, AS A MEANS BY WHICH TO SETTLE YOUR DISPUTE.

For all disputes, you must first send a written description of your claim to our Customer Service department. You can contact our Customer Service department by email (contractsadmin@enpointe.com) or U.S. Mail (En Pointe Technologies Sales, LLC., 1940 East Mariposa Avenue, El Segundo, CA 90245). We each agree to negotiate in good faith to settle your claim or dispute. If we do not reach agreement within 30 days, you may pursue your claim in arbitration, or in small claims court as described above.

To pursue your claim in arbitration, you must serve our registered agent with an arbitration demand. Our registered agent can be served at The Corporation Trust Company - 1209 Orange Street, Wilmington, DE, 19801. The arbitration will be administered by the American Arbitration Association ("AAA"). The AAA's Supplementary Procedures for Consumer-Related Disputes will apply, as modified by these Terms of Use and Sale. The AAA rules are available at www.adr.org or by calling 1-800-778-7879.

You and we agree that these Terms of Use and Sale involve interstate commerce and, despite the choice of law provision in these Terms of Use and Sale, the Federal Arbitration Act and federal arbitration law govern arbitrations under these Terms of Use and Sale. An arbitrator may only award as much relief as a court having jurisdiction in the place of the arbitration, limited to the same extent that a court would limit such relief and consistent with the provisions of these Terms of Use and Sale, including the limitation of liability in these Terms of Use and Sale. An arbitrator may order injunctive or declaratory relief (so long as that injunctive or declaratory relief does not apply beyond your dealings with us) or summary judgment under applicable law. An arbitrator may not award relief in excess of or contrary to what these Terms of Use and Sale provide, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute.

CLASS ACTION WAIVER. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU AND WE ACKNOWLEDGE AND AGREE THAT YOU WAIVE ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. Neither you nor we may be a representative of other potential claimants or a class of potential claimants in any dispute, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. This class action waiver applies if you bring your claim in arbitration and if you bring your claim in small claims court.

In the event that this arbitration provision is unenforceable, to the fullest extent permissible under applicable law, any litigation regarding the Site or the Site Services, your use of the Site or the Site Services or any purchases made by you through the Site or subject to the Terms of Use and Sale shall be brought in the state or federal courts located in Los Angeles County, California, and you hereby agree and submit to such jurisdiction and venue as exclusive and proper so long as permissible under applicable law.

Right of Offset. At any time that an amount is due to us, we shall have the right, without prior notice, to set off and apply any amounts otherwise owed by us to purchaser, to any amounts owed to us by purchaser, in all cases, to the fullest extent permissible under applicable law.

Governing Law and Documentation. Transactions between you and us, and any disputes arising between us related to any interaction between us resulting or connected to your use of the Site or the Site Services or any purchases by you made through the Site or subject to these Terms of Use and Sale, including but not limited to claims relating to the content of any of our catalogs or the Site, shall be governed by and construed in accordance with the laws of the State of California without regard to the laws regarding conflicts of law, to the fullest extent permissible under applicable law. If any provision of these Terms of Use and Sale shall be unlawful, void, or for any

reason unenforceable, then that provision shall be deemed severable from these Terms of Use and Sale and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use and Sale, together with any of the policies printed in any of our catalogs or on the Site, as applicable, and any policies, terms or conditions stated on any applicable of our invoices or packing slips, constitute the entire agreement between the parties relating to the subject matter herein, and cannot be modified except in a written agreement signed by both parties and no conflicting purchase order or other document not executed and delivered by an authorized officer of PCM, Inc. shall be deemed to have been accepted by us or to apply to any such matters or transactions.

Jurisdictional Issues. The Site is controlled and operated by us from our principal offices in the State of California, U.S.A., and, to the fullest extent permissible under applicable law, is not intended to subject us to the laws or jurisdiction of any state, country or territory other than the State of California and the United States of America. To the fullest extent permissible under applicable law, We do not represent or warrant that the Site, Content, or Services, or any aspect thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with local laws. To the fullest extent permissible under applicable law, We may limit the availability of the Site to any person, geographic area, or jurisdiction we choose, at any time in our sole discretion. You agree not to transport, import, export, or re-export all or any part of the Site Services or goods, services or solutions you obtain from us to any country outside of the United States or Canada. You agree not to use all or any part of the Site from (as applicable) Cuba, Iran, Libya, Myanmar (Burma), Sudan, Syria or any other country to which the United States has embargoed goods; and you represent, warrant, and covenant to us that (a) you are not located in or under the control of any such country, and (b) you are not a person or entity that appears on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders or on any similar list.

Miscellaneous. These Terms of Use and Sale do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. If any provision of these Terms of Use and Sale is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and Sale and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense, or otherwise transfer any or all of your rights or obligations under these Terms of Use and Sale without our prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. Notices to you may be made via either email or regular mail. The Site may also provide notices of changes to these Terms of Use and Sale or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms of Use and Sale and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use and Sale to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Returns Policy

Returns Policy. We pride ourselves on a tradition of outstanding customer care and support. Our devoted team of account representatives understands that our customers are the hallmark of our enduring partnerships. It is important for our customers to understand the standards that have been established within our industry regarding the terms and conditions of a sale. The purchase of technology products and solutions are subject to manufacturer restrictions which may be different from other product purchases you transact. Most of the products and solutions we sell are subject to a manufacturer's warranty. The warranty provided by the manufacturer is the first place to look for assistance with difficulties that may accompany your purchase. To obtain information regarding manufacturer's warranties, please refer to the website below, contact us at the following e-mail address: contractsadmin@enpointe.com.

We encourage you to request information from any of our account executives about extending the service period on any of the products or solutions that you purchase.

Most manufacturers offer a one year warranty on new equipment. During the warranty period, you may call the manufacturer, but not all, to receive warranty service. The manufacturer will attempt to solve your problem via phone. If a situation extends beyond the manufacturer's service centers ability to resolve, please contact your PCM representative for further guidance.

Apple Computer Products. Apple products are non-returnable: Apple Computer offers a one year warranty on new equipment. During the warranty period, you may call 1-800-275-2273 to receive warranty service. Apple will attempt

to solve your problem via phone. If they are unable to solve the problem, they will either dispatch a replacement via Airborne Express or will direct you to the closest Apple service center. In most cases, contacting the 800 number is the most expedient manner to obtain warranty service on Apple equipment. If a situation extends beyond Apple or an Apple service center's ability to resolve, please contact your sales representative for further guidance.

Non-Returnable Items. No returns or refunds will be made for items that are special orders for you or for unusual custom configurations of systems or open box product.

Other Non-Returnable Products. Several manufacturers' policies and restrictions disallow product returns. The following manufacturer's products (not all inclusive) are also not returnable to us: 3Com, Compaq, Cisco, IBM, Intel, HP, Toshiba, Adobe, Quark, Lenovo, Sony and Polycom. Other manufacturers apply to this list, so please call us for the latest information. You will need to contact the manufacturer directly regarding return or replacement of these brands under their respective guarantees and/or warranties. Please contact us if you would like to obtain copies of the manufacturers' guarantees and warranties prior to purchase.

Items with a money back guarantee from the manufacturer. Some items offer a Money Back Guarantee from the manufacturer (a "MBG"). In those instances, We will not accept product returns. You will need to contact the manufacturer directly regarding return of the product and policies regarding such return. Please contact us if you would like to obtain copies of manufacturers' guarantees and warranties, including any MBG, prior to purchase.

Television Returns. Returns of televisions 27 inches or larger are subject to the following restrictions

Upon delivery, please inspect the television carefully for damage while the shipper is still present. If you discover any damage, please refuse delivery and you will receive a refund of the purchase price, shipping and handling fees, and sales taxes (if any). You must sign the shipper's release form which acknowledges this return policy.

If, after delivery, the television does not work, all returns, in-house servicing (if applicable), and warranty repairs are handled exclusively by the manufacturer. Televisions 27 inches or larger cannot be returned to us.

You can obtain copies of warranties through us, or directly from the manufacturer.

Software. Opened software, and Electronic Download Software (ESD), are not returnable. Unopened software, after 7 days of receipt of product, is also not returnable. All licensing sales are final. Defective software may be returned within 7 days of invoice date only for exchange of the same title. Original shipping charges are not refundable. Shipping charges on returned software are the responsibility of the customer.

Damaged Shipments. If your shipment arrives damaged the Shipment must be refused if you notice any visible damage or tampering on the box. Should the shipment be accepted, you must note the damage on the carrier's delivery record in accordance with the carrier's policy, save the merchandise in the original box and packing it arrived in, and notify us immediately to arrange for a carrier inspection and pick up of damaged merchandise. Concealed damage on a shipment must be reported within 7 days. If you do not notify us of damaged goods within the first 7 days of arrival, to the fullest extent permissible under applicable law, the regular return policy will override any claim of damage, and your purchase(s) will fall under all current manufacturer restrictions.

Defective/ Dead On Arrival Non-Software Products. Certain products (excluding Apple and the product manufacturers listed above) may be approved for return by our technical support division if reported to us within the first 15 days after receipt of shipment, and only after support from the original manufacturer has been received. The return must be 100% complete, in original and resalable condition, with all original packaging, manuals, registration card(s) and software. Original shipping, packaging, handling and related charges are not refundable. Shipping charges on returned products are the responsibility of the customer. We will match the shipping method and pay for shipping charges to you on replacement or exchange products. All late, non-defective, and/or incomplete returns are subject to minimum 15% restocking fee or, if lower, the greatest amount permissible under applicable law.

Non-Defective Product Return. Customers may return most non-defective items (subject to manufacturer's return policy) to us within 30 days of invoice, either for credit or exchange. An automatic 15% or, if lower, the greatest amount permissible under applicable law, restocking fee applies to all such returns. All shipping, packaging, handling and related charges are not refundable.

Order Discrepancies. Any order discrepancies, i.e., missing items/components; mis-shipments; short-shipments, must be reported either to your Account Executive or to the Customer Service Department within 5 days of receipt of the shipment.

How to Return Products.

Obtaining an RA Number: Please contact either your account executive or the Customer Service Department by phone at (310) 337-5968 within 30 days of purchase for a Return Authorization (RA) number before returning your product to us. If the request meets the return criteria, the Returns Department will issue the RA# and send you the instructions on how to proceed. No returns of any type will be accepted without a RA number. For faster service, please have the following information on hand when calling for an RA number: customer name, order number, item number and serial number and the reason for the return. Upon receipt of a RA, customers are given 15 days to return the product. **Original shipping, handling, packaging and related charges are not refundable.** Shipping charges on returned products are the responsibility of the customer. We will match the shipping method and pay for shipping charges to you for replacement or exchange products. We strongly recommend you use a traceable carrier and fully insure your return shipment in case of loss or damage.

Additional Terms Associated with Orders On Account

1. All invoices are to be paid within 30 days from the date of invoice, or such lesser period as may be determined by us as set forth in an applicable invoice. At any time that an amount is due us, we shall have the right, without prior notice, to the fullest extent permissible under applicable law, to set off and apply any amounts otherwise owed by us to you, to any amounts owed to us by you, in all cases.
2. We may, to the fullest extent permissible under applicable law, require financial statements for the last two years (Balance Sheet, Income Statement, and Statement of Cash Flows) to be submitted in consideration of any request for net terms, and will be required for any credit line request of \$100,000 or more. Current financial statements are required to maintain existing credit line and to consider increase requests. This information will be for the exclusive use of us and/or our affiliates and will remain confidential.
3. We may establish a credit line for use and your credit purchases at any one time will not exceed the amount of credit line established by us. We reserve the right to reduce or terminate your credit line at any time. Increases to your credit line are at the sole discretion of the seller and may only be made after a request for an increase is received and credit worthiness deemed acceptable.
4. **Default:** The following are events of default related to orders on account:
 - You do not make a payment when due.
 - You make any false or misleading statements on your credit application or you fail to supply us with updated financial information regarding the business within 30 days of request.
 - You file bankruptcy or a bankruptcy petition is filed against you.
 - There is an event that occurs, which in our reasonable discretion causes the prospect of payment by you to be significantly impaired.
 - You breach any other terms of these Terms of Use and Sale.

In the event of default, we reserve the right to demand that the entire unpaid balance be paid immediately. If you are in default and we refer your Account to an attorney and/or collection agency for collection, you will be responsible to pay the costs associated with such collection and late fees. In the event litigation is required, Customer consents to the in personam jurisdiction and venue in the State or Federal courts in Los Angeles County, California to the fullest extent permissible under applicable law. All liabilities of the Business shall mature immediately upon the insolvency of the Business, its inability to meet its obligations as they become due, the appointment of the receiver, custodian or trustee for the business, the filing of voluntary or involuntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditor or calling of a meeting of creditors by the Business.

5. We have the right to cancel or rescind your account, as it relates to future purchases, at any time, without default to the fullest extent permissible under applicable law. You will remain obligated to pay for all purchases made prior to cancellation and any charges associated with these purchases.
6. Applicant agrees to pay in U.S. Dollars for all purchases, late fees, return check charges, and other charges or fees under these Terms of Use and Sale incurred by you or any User, plus collection costs, court costs and reasonable attorney fees. All disputes must be received by written notice within seven business days of receipt of invoice and prior to payment.

7. All business accounts that participate in a Business Direct Site (BD) shall be subject to the following terms and conditions: The BD account holder shall be responsible for all purchases placed through their BD Site subject to their payment terms with us to the email address designated by the user authorized to submit orders to us via their BD Site. A BD account holder will have password-protected access to the Site and account established by us for their use. The account holder shall be fully responsible for maintaining the security and confidentiality of the password granting access to the Site. The account holder shall be held fully liable by us for all purchases placed through the Site irrespective of whether an order is placed by a person allegedly not authorized by the account holder to have password access. We shall have no liability or responsibility for an account holder's disclosure, inadvertent or otherwise, of its account password to any other individual or entity.