

RESELLER AGREEMENT SIGNATURE FORM

This Reseller Agreement (this "Agreement"), effective as of _____ ("Effective Date"), is made and entered into by and between Black Box Corporation of Pennsylvania d/b/a Black Box Network Services, a Delaware corporation having offices at 1000 Park Drive, Lawrence, Pennsylvania 15055, by and on behalf of itself and its direct and indirect parent and subsidiary companies and companies under the common control of such parent companies (collectively, "Black Box") and Fame 1 Computers, Inc., a CA (state) corporation having offices at 18730 Oxnard St Ste 207, Tarzana, CA 91356 (Reseller"). Black Box and Reseller are referred to herein as "Party" or collectively as the "Parties."

RECITAL

WHEREAS, Black Box sells Black Box Products (as defined by this Agreement). Reseller desires to market and distribute Black Box Products and purchase Black Box Products for resale. Black Box has agreed to appoint Reseller as a non-exclusive reseller of Black Box Products under the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound hereby, Black Box and Reseller agree as follows:

1. TERMS AND CONDITIONS

1.1 Terms. The Black Box Reseller standard terms and conditions located at <https://www.blackbox.com/us/about-us/terms-conditions-of-sale> are hereby incorporated by reference. In the event of any conflict between the terms of this Agreement and the Black Box Terms and Conditions of Sale, the terms of this Agreement shall control.

2. ADDITIONAL TERMS

2.1. Term. This Agreement shall continue in force for an initial term of one (1) year from the Effective Date ("Initial Term") unless terminated earlier under the Agreement. Upon the expiration of this Initial Term, this Agreement shall be automatically renewed for consecutive additional one (1) year terms ("Renewal Terms") unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the commencement of any Renewal Term or the Agreement has previously been terminated under the provisions of this Agreement.

2.2. Purchase Prices. The Purchase Price for any Black Box Product purchased hereunder is the List Price for such Black Box Product as of the date Black Box accepts the Purchase Order for such Black Box Product less the Discount for such Black Box Product that corresponds with Reseller's discount level as set forth in Exhibit A.


2.3. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile or pdf of a signature shall be deemed as effective as an original signature.

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the Effective Date.

BLACK BOX CORPORATION OF PENNSYLVANIA D/B/A BLACK BOX NETWORK SERVICES

RESELLER: FAME 1 COMPUTERS, INC.
(Reseller Company Name)

By: 
(Black Box Signature)

By: 
(Reseller Officer Signature)

Name: John McCallum

Name: Leon Kokonian
(Reseller Officer - Print Name)

Title: Director

Title: CEO

Add 304 390657

Reseller Discount Schedule – 2016

EXHIBIT A

1. Discount Schedule:

Reseller’s discount level shall be based on the aggregate net purchases made by Reseller during the most recent rolling 12-month period as determined by Black Box. Any increase or decrease in discount level shall be effective upon change of such discount level in Black Box’s systems and shall not apply retroactively to any Purchase Orders accepted by Black Box prior to the effective date.

The discount levels below apply only to products purchased from Black Box specifically for the purpose of resale to Reseller’s customers.

Reseller	Minimum Annual Product Purchases	Product Group Discount		
		A Cables, Racks/Cabinets, Carts Testers, non-secured KVM, Networking, Video	B Secure KVM, DKM, Agility, Solution Sales, Digital Signage	C Ultra-Competitive Products
Level 3	\$500,000	35%	22%	14%
Level 2	\$100,000	25%	15%	10%
Level 1	\$5,000	15%	10%	5%

2. Discountable Products

The above discount price levels only apply to standard catalog Black Box branded products.

3. Non-Discountable Products

Those products specifically *excluded* from this discount schedule are listed below.

- a. All 3rd Party Branded Products
- b. All custom made products
- c. All Black Box Storage Servers & PCs
- d. Any products purchased for internal consumption

4. Territory: Reseller’s Territory is: Continental U.S.