UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2016

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ___________ to ___________.

Commission File Number 000-23827

PC CONNECTION, INC.

(Exact name of registrant as specified in its charter)

Delaware	**02-0513618**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
730 Milford Road **Merrimack, New Hampshire**	**03054**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (603) 683-2000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, $.01 par value	Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

YES ☐ NO ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

YES ☐ NO ☑

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

YES ☑ ☐NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

YES ☑ ☐NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ___ Accelerated filer ♋ Non-accelerated filer ___ Smaller reporting company ___

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

YES ☐ NO ☑

The aggregate market value of the registrant's voting shares of common stock held by non-affiliates of the registrant on June 30, 2016, based on $23.80 per share, the last reported sale price on the Nasdaq Global Select Market on that date, was $265,826,436.

The number of shares outstanding of each of the registrant's classes of common stock, as of February 27, 2017:

Class	Number of Shares
Common Stock, $.01 par value	26,719,185

The following documents are incorporated by reference into the Annual Report on Form 10-K: Portions of the registrant's definitive Proxy Statement for its 2016 Annual Meeting of Stockholders are incorporated by reference into Part III of this Report.

TABLE OF CONTENTS

FORWARD-LOOKING STATEMENTS

Statements contained or incorporated by reference in this Annual Report on Form 10-K that are not based on historical fact are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. These forward-looking statements regarding future events and our future results are based on current expectations, estimates, forecasts, and projections and the beliefs and assumptions of management including, without limitation, our expectations with regard to the industry’s rapid technological change and exposure to inventory obsolescence, availability and allocations of goods, reliance on vendor support and relationships, competitive risks, pricing risks, and the overall level of economic activity and the level of business investment in information technology products. Forward-looking statements may be identified by the use of forward-looking terminology such as “may,” “could,” “expect,” “believe,” “estimate,” “anticipate,” “continue,” “seek,” “plan,” “intend,” or similar terms, variations of such terms, or the negative of those terms.

We cannot assure investors that our assumptions and expectations will prove to have been correct. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict. These statements involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. We therefore caution you against undue reliance on any of these forward-looking statements. Important factors that could cause our actual results to differ materially from those indicated or implied by forward-looking statements include those discussed in Item 1A., “Risk Factors” of this Annual Report on Form 10-K. Any forward-looking statement made by us in this Annual Report on Form 10-K speaks only as of the date on which this Annual Report on Form 10-K was first filed. We undertake no intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required by law.

PART I

Item 1. Business

GENERAL

We are a national solutions provider of a wide range of information technology, or IT, solutions. We help our customers design, enable, manage, and service their IT environments. We provide IT products, including computer systems, software and peripheral equipment, networking communications, and other products and accessories that we purchase from manufacturers, distributors, and other suppliers. We also offer services involving design, configuration, and implementation of IT solutions. These services are performed by our personnel and by third-party providers. We have three operating segments, which serve primarily: (a) small- to medium-sized businesses, or SMBs, in our SMB segment, through our PC Connection Sales subsidiary, (b) large enterprise customers, in our Large Account segment, through our MoreDirect subsidiary, and (c) federal, state, and local government and educational institutions, in our Public Sector segment, through our GovConnection subsidiary. We generate sales through (i) outbound telemarketing and field sales contacts by sales representatives focused on the business, educational, healthcare, and government markets, (ii) our websites, and (iii) inbound calls from customers responding to our catalogs and other advertising media. We offer a broad selection of over 300,000 products at competitive prices, including products from Apple, Cisco Systems, Dell, EMC, Hewlett-Packard, IBM, Lenovo, Microsoft, Symantec, and VMWare, and we partner with more than 1,600 suppliers. Our most frequently ordered products are carried in inventory and are typically shipped to customers the same day the order is received.

Since our founding in 1982, we have consistently served our customers' needs by providing innovative, reliable, and timely service and technical support, and by offering an extensive assortment of branded products through knowledgeable, well-trained sales and support teams. Our strategy's effectiveness is reflected in the recognition we have received, including being named to the Fortune 1000 and the CRN Solution Provider 500 for sixteen straight years. Over the past few years, we have received numerous awards, including the Microsoft Operational Excellence Award for delivering market-leading operational excellence, as well as being recently named to the CRN Tech Elite 250. We believe that our ability to understand our customers' needs and provide comprehensive and effective IT solutions has resulted in strong brand name recognition and a broad and loyal customer base. We also believe that through our strong vendor relationships we can provide an efficient supply chain and be an effective IT solution provider for our multiple customer segments.

We strive to identify the unique needs of our corporate, government, healthcare, educational, and small business customers, and have designed our business processes to enable our customers to effectively manage their IT systems. We provide value by offering our customers efficient design, deployment, and support of their IT environments. As of December 31, 2016, we employed 900 sales representatives, whose average tenure exceeded six years. Sales representatives are responsible for managing enterprise, commercial, and public sector accounts, as specialization and a deep understanding of unique customer environments are more important than ever. These sales representatives focus on current and prospective customers and are supported by an increasing number of engineering, technical, and administrative staff. We believe that increasing our salesforce productivity is important to our future success, and we have increased our headcount and investments in this area accordingly.

In September 2016, we launched "Connection®," uniting all of our subsidiaries into one cohesive brand, reflecting the promise of our trademark blue arc and our mission to connect people with technology that enhances growth, elevates productivity, and empowers innovation. MoreDirect, our enterprise team, became Connection® Enterprise Solutions; PC Connection Sales Corp, our SMB-focused team, became Connection® Business Solutions; and GovConnection, our public sector team, became Connection® Public Sector Solutions.

We market our products and services through our websites: *www.connection.com, www.connection.com/enterprise, www.connection.com/publicsector,* and *www.macconnection.com.* Our websites provide extensive product information, customized pricing, rich content, and a digital platform for online orders.

Additional financial information regarding our business segments and geographic data about our customers and assets is contained in Management's Discussion and Analysis of Financial Condition and Results of Operations in Item 7 of Part II, and in Note 13 to our Consolidated Financial Statements included in Item 8 of Part II of this Annual Report on Form 10-K.

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and accordingly, we file reports, proxy and information statements, and other information with the Securities and Exchange Commission, or the SEC. Such reports and information can be read and copied at the public reference facilities maintained by the SEC at the Public Reference Room, 100 F Street, NE, Washington, D.C. 20549. Information regarding the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains a website *(http://www.sec.gov)* that contains such reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. We maintain a corporate website with the address *www.connection.com.* We are not including the information contained in our website as part of, or incorporating by reference into, this Annual Report on Form 10-K. We make available free of charge through our website our Annual Reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practical after we electronically file these materials with, or otherwise furnish them to, the SEC.

MARKET AND COMPETITION

In the fiscal year ended December 31, 2016, we generated approximately 40% of our sales from the SMB segment, 38% from medium-to-large corporate accounts (Fortune 1000), and 22% from government and educational institutions. The overall IT market that we serve is estimated to be approximately $200 billion.

The largest segment of this market is served by local and regional "value added resellers," or VARs, many of whom we believe are transitioning from the hardware and software products business to higher-margin IT services. We have transitioned from an end-user or desktop-centric computing supplier to a network or enterprise-wide IT solutions supplier. We have also partnered with third-party technology and telecommunications service providers. We now offer our customers access to the same services and technical expertise as local and regional VARs, but with a more extensive product selection at generally lower prices.

Intense competition for customers has led manufacturers of our IT products to use all available channels, including direct marketers, to distribute their products. Certain of these manufacturers who have traditionally used resellers to distribute their products have, from time to time, established their own direct marketing operations, including sales through the Internet. Nonetheless, we believe that these manufacturers will continue to provide us and other third-party direct marketers favorable product allocations and marketing support.

We believe new entrants to the direct marketing channel must overcome a number of obstacles, including:

- the substantial time and resources required to build a customer base of meaningful size and profitability for cost-effective operation;
- the high costs of developing the information systems and operating infrastructure required to successfully compete as a direct marketer;
- the advantages enjoyed by larger and more established competitors in terms of purchasing and operating efficiencies;
- the difficulty of building relationships with vendors to achieve favorable product allocations and attractive pricing terms; and
- the difficulty of identifying and recruiting management personnel with significant direct marketing experience in the industry.

BUSINESS STRATEGIES

We believe we become our customers' IT provider of choice by providing innovative IT solutions which meet their needs of increased productivity, mobility, virtualization, and security in a continually evolving IT environment. We provide enhanced value by assisting them in cost-effectively maximizing business opportunities provided by new technologies and advanced service solutions. The key elements of our business strategies include:

- ***Providing consistent customer service before, during, and after the sale***. We believe that we have earned a reputation for providing superior customer service by consistently focusing on our customers' needs. We have dedicated our resources to developing strong, long-term relationships with our customers by accurately assessing their IT needs, and providing scalable, high-quality solutions and services through our knowledgeable, well-trained personnel. Through operational excellence, we have efficient delivery programs that provide a quality buying experience for our customers with reasonable return policies.

- ***Offering a broad product selection at competitive prices***. We offer a broad range of IT products and solutions, including personal computers and related peripheral products, servers, storage, and networking infrastructure, at costs that allow our customers to be more productive while maximizing their IT budgets. Our advanced solution offerings include network, server, storage, and mission-critical onsite installation and support using proprietary cloud-based service management software. We offer products and enhanced service capabilities with aggressive price and performance standards, all with the convenience of one-stop shopping for technology solutions.

- ***Simplifying technology product procurement for corporate customers.*** We offer Internet-based procurement options to eliminate complexity and enhance customer value, as well as lower the cost of procurement for our customers. Our Large Account segment specializes in Internet-based solutions and provides electronic integration between its customers and suppliers.

- ***Offering targeted IT solutions.*** Our customers seek solutions to increasingly complex IT infrastructure demands. To better address their business needs, we have focused our solution service capabilities on seven practice areas—Converged Data Center, Networking, Mobility, Security, Cloud Solutions, Lifecycle, and Software. These IT practice groups are responsible for understanding the infrastructure needs of our customers, and for designing cost-effective technology solutions to address them. We have also partnered with third-party providers to make available a range of IT support services, including asset assessment, implementation, maintenance, and disposal services. We believe we can leverage these seven practice groups to transform our company into a recognized IT solution provider, which will enable us to capture a greater share of the IT expenditures of our customers.

- ***Maintaining a strong brand name and customer awareness.*** Since our founding in 1982, we have built a strong brand name and customer awareness. We have been named to the Fortune 1000 and the CRN Solution Provider 500 for each of the last sixteen years. We actively work with our existing customers to become their IT provider of choice for products and enhanced solution services, while seeking to ensure our reputation of high-quality customer service, tailored marketing programs, and competitive pricing lead the way to expanding our share of the overall IT market.

- ***Maintaining long-standing vendor relationships***. We have a history of strong relationships with vendors, and were among the first national solutions providers qualified by manufacturers to market computer systems to end users. By working closely with our vendors to provide an efficient channel for the advertising and distribution of their products, we expect to expand market share and generate opportunities for optimizing partner incentive programs.

GROWTH STRATEGIES

Our growth strategies are designed to increase revenues by maximizing operational efficiencies while offering innovative products and value added service offerings, increasing penetration of our existing customers, and expanding our customer base. Our six key elements of growth are:

- ***Expanding hardware and software offerings.*** We offer our customers an extensive range of IT hardware and software products, and in response to customer demand, we continually evaluate and add new products as they become available. We work closely with vendors to identify and source first-to-market product offerings at aggressive prices.

- ***Expanding IT solution services offerings.*** We strive to accelerate solution and service growth by providing creative solutions to the increasingly complex hardware and software needs of our customers. Our Converged Data Center, Networking, Mobility, Security, Cloud Solutions, Lifecycle, and Software services practice groups consist of industry-certified and product-certified engineers, as well as highly specialized third-party providers. Our investment in these seven practice areas is expected to increase our share of our customers' annual IT expenditures by broadening the range of products and services they purchase from us.

- ***Targeting customer segments.*** Through increased targeted marketing, we seek to expand the number of our active customers and generate additional sales to existing customers by providing more value-added services and solutions. We have developed specialty catalogs featuring product offerings designed to address the needs of specific customer populations, including new product inserts targeted to purchasers of graphics, server, and networking products. We also utilize Internet marketing campaigns that focus on select markets, such as healthcare.

- ***Increasing productivity of our sales representatives***. We believe that higher sales productivity is the key to leveraging our expense structure and driving future profitability improvements. We invest significant resources in training new sales representatives and providing ongoing training to experienced personnel. Our training and evaluation programs are focused towards assisting our sales personnel in understanding and anticipating clients' IT needs, with the goal of fostering loyal customer relationships. We also provide our sales representatives with technical support on more complex sales opportunities through our expanding group of technical solution specialists.

- ***Migrating to cloud-based solutions for our customers.*** Cloud computing will be a key driver of new IT spending as our customers seek scalable, cost-effective solutions. We plan to expand our cloud-based solution sales and assist our customers in navigating the complex and growing field of cloud-solution offerings.

- ***Pursuing strategic acquisitions and alliances.*** We seek acquisitions and alliances that add new customers, strengthen our product offerings, add management talent, and produce operating results which are accretive to our core business earnings.

SERVICE AND SUPPORT

Since our founding in 1982, our primary objective has been to provide products and services that meet the demands and needs of customers and to supplement those products with up-to-date product information and excellent customer service and support. We believe that offering our customers superior value, through a combination of product knowledge, consistent and reliable service and support, and leading products at competitive prices, differentiates us from other direct marketers and provides the foundation for developing a broad and loyal customer base.

We invest in training programs for our service and support personnel, with an emphasis on putting customer needs and service first. Product support technicians assist callers with questions concerning compatibility, installation, and more difficult questions relating to product use. The product support technicians authorize customers to return defective or incompatible products to either the manufacturer or to us for warranty service. In-house technicians perform both warranty and non-warranty repair on most major systems and hardware products.

Using our customized information system, we transmit our customer orders either to our distribution center or to our drop-ship suppliers, depending on product availability, for processing immediately after a customer receives credit approval. At our distribution center, we also perform custom configuration of computer systems and handheld devices as requested by our customers, which typically consists of the installation of memory, accessories, and/or software purchased. Our customers may select the method of delivery that best meets their needs and is most cost effective, ranging from expedited overnight delivery for urgently needed items to ground freight, generally used for heavier, more bulky items. Through our Everything Overnight™ service, orders accepted up to 7:00 p.m. Eastern Time can be shipped for overnight delivery from our distribution center.

Our inventory stocking levels are based on three primary criteria. First, we stock and maintain a large quantity of products that sell through quickly (such as notebook and desktop systems, printers, and monitors). Second, we stock products obtained through opportunistic purchases (including first-to-market and end-of-life special promotions, and popular products with limited availability). Third, we stock products in common demand, such as components we use to configure systems prior to shipping, for which we want to avoid shortages. Inventory stocking decisions are made generally independent of the level of shipping service, as expedited shipping, including overnight delivery, is available through the majority of our drop-ship suppliers as well as through our warehouse.

MARKETING AND SALES

We sell our products through our direct marketing channels to (i) SMBs including small office/home office customers, (ii) government and educational institutions, and (iii) medium-to-large corporate accounts. We strive to be the primary supplier of IT products and solutions to our existing and prospective customers by providing exemplary customer service. We use multiple marketing approaches to reach existing and prospective customers, including:

- outbound telemarketing and field sales;
- digital, web, and print media advertising; and
- marketing programs targeted to specific customer populations.

All of our marketing approaches emphasize our broad product offerings, fast delivery, customer support, competitive pricing, and our wide range of service solutions.

Sales Channels. We believe that our ability to establish and maintain long-term customer relationships and to encourage repeat purchases is largely dependent on the strength of our sales personnel and programs. Because our customers' primary contact with us is through our sales representatives, we are committed to maintaining a qualified, knowledgeable, and motivated sales staff with its principal focus on customer service.

Outbound Telemarketing and Field Sales. We seek to build loyal relationships with potential high-volume customers by assigning them to individual account managers. We believe that customers respond favorably to one-on-one relationships with personalized, well-trained account managers. Once established, these one-on-one relationships are maintained and enhanced through frequent telecommunications and targeted catalogs and e-mails, as well as other marketing materials designed to meet each customer's specific IT needs. We pay most of our account managers a base annual salary plus incentive compensation. Incentive compensation is tied generally to gross profit dollars produced by the individual account manager. Account managers historically have significantly increased productivity after approximately twelve months of training and experience.

E-commerce Sales. (*www.connection.com, www.connection.com/enterprise*, *www.connection.com/publicsector, and www.macconnection.com*) We provide product descriptions and prices for generally all products online. Our Connection website also provides updated information for more than 300,000 items. We offer, and continuously update, selected product offerings and other special buys. We believe our websites are important sales sources and communication tools for improving customer service.

Our MoreDirect subsidiary's business process and operations are primarily Web-based. Most of its corporate customers utilize a customized Web page to quickly search, source, and track IT products. MoreDirect's website (*www.connection.com/enterprise)* aggregates the current available inventories of its largest IT suppliers into a single online source for its corporate customers. Its custom designed Internet-based system, TRAXX®, provides corporate buyers with comparative pricing from several suppliers as well as special pricing arranged through the manufacturer.

The Internet supports three key business initiatives for us:

- *Customer choice* — We have built our business on the premise that our customers should be able to choose how they interact with us--be it by telephone, or by means of their desktop or mobile device via email or the Internet.

- *Lowering transactions costs* — Our website tools include robust product search features and Internet Business Accounts (customized Web pages), which allow customers to quickly and easily find information about products of interest to them. If customers still have questions, they may call our telesales representatives or account managers. Such phone calls are typically shorter and have higher close rates than calls from customers who have not first visited our websites.

- *Leveraging the time of experienced sales representatives* — Our investments in technology-based sales and service programs allow our sales representatives more time to build and maintain relationships with our customers and help them to solve their business problems.

Business Segments. We conduct our business operations through three business segments: SMB, Large Account, and Public Sector.

SMB Segment. Our principal target markets in this segment are small-to-medium-sized business customers. We use a combination of outbound telemarketing, including some on-site sales solicitation by business development managers, and Internet sales through customized Internet Business Accounts, to reach these customers.

Large Account Segment. Through our MoreDirect subsidiary's custom designed Web-based system, we are able to offer our larger corporate customers an efficient and effective method of sourcing, evaluating, purchasing, and tracking a wide variety of IT products and services. MoreDirect's strategy is to be the primary single source procurement portal for its large corporate customers. MoreDirect's sales representatives typically have ten to twenty years of experience and are located strategically across the United States. This allows them to work directly with customers, often on site. MoreDirect generally places its product orders with manufacturers and/or distribution companies for drop shipment directly to its customers.

Public Sector Segment. We use a combination of outbound telemarketing, including some on-site sales solicitation by business development managers, and Internet sales through customized Internet Business Accounts, to reach these customers. Through our GovConnection subsidiary, we target each of the four distinct market sectors within this segment—federal government, higher educational institutions, school grades K-12, and state and local governments.

The following table sets forth the relative distribution of net sales by business segment:

	Years Ended December 31,		
	2016	**2015**	**2014**
Sales Segment			
SMB	40 %	41 %	42 %
Large Account	38	37	35
Public Sector	22	22	23
Total	100 %	100 %	100 %

Our brand, and each of Connection's business segments, is supported by targeted marketing campaigns across a variety of media:

Digital. We utilize a series of digital programs, in conjunction with advanced data analytics, to identify prospective customers and generate new leads within our existing customer base. These programs include website, email, blog, social media, electronic catalogs, webinars, and video/multimedia promotions.

Print. Connection produces a variety of print media, including direct mail pieces and Connected, a quarterly publication that provides informative articles on the latest technologies and industry trends. We distribute specialty catalogs to education, healthcare, and government customers and prospective customers on a periodic basis. The Company's MacConnection® brand publishes an eponymous catalog for the Apple market. These publications showcase the depth of our in-house expertise in the marketplace and extend Connection's brand to a wide audience of IT decision makers.

Specialty Marketing. In addition to our digital and print marketing efforts, Connection maintains a strong presence at industry tradeshows and conventions across the country, including a number of healthcare and education IT conferences. Connection also hosts a series of Technology Summits each year, with a focus on building stronger relationships with our customers and reinforcing our reputation as a trusted source of expertise.

Customers. We maintain an extensive database of customers and prospects. However, no single customer accounted for more than 2% of our consolidated revenue in 2016. While no single agency of the federal government comprised more than 2% of total sales, aggregate sales to the federal government were 7.5%, 6.7%, and 6.5% in 2016, 2015, and 2014, respectively. The loss of any single customer would not have a material adverse effect on any of our business segments. In addition, we do not have individual orders in our backlog that are material to our business, as we typically ship products within hours of receipt of orders.

PRODUCTS AND MERCHANDISING

We continuously focus on expanding the breadth of our product offerings. We currently offer our customers over 300,000 information technology products designed for business applications from more than 1,600 vendors, including hardware and peripherals, accessories, networking products, and software. We select the products we sell based upon their technology and effectiveness, market demand, product features, quality, price, margins, and warranties. The following table sets forth our percentage of net sales (in dollars) for major product categories:

	PERCENTAGE OF NET SALES Years Ended December 31,		
	2016	**2015**	**2014**
Notebooks/Mobility	23 %	23 %	21 %
Software	20	17	16
Servers/Storage	10	13	13
Net/Com Product	8	9	9
Other Hardware/Services	39	38	41
Total	100 %	100 %	100 %

We offer a 30-day right of return generally limited to defective merchandise. Returns of non-defective products are subject to restocking fees. Substantially all of the products marketed by us are warranted by the manufacturer. We generally accept returns directly from the customer and then either credit the customer's account or ship the customer a replacement or similar product from our inventory.

PURCHASING AND VENDOR RELATIONS

Product purchases from Ingram Micro, Inc., or Ingram, our largest supplier, accounted for approximately 21% of our total product purchases in 2016 and 2015, respectively, and 25% in 2014. Purchases from Synnex Corporation, or Synnex, comprised 13%, 15%, and 13% of our total product purchases in 2016, 2015, and 2014, respectively. No other vendor supplied more than 10% of our total product purchases in 2016, 2015, or 2014. We believe that, while we may experience some short-term disruption if products from Ingram and/or Synnex become unavailable to us, alternative sources for products obtained directly from Ingram and Synnex are available to us.

Products manufactured by HP represented 20% of our net sales in 2016 and 22% in both 2015 and 2014. We believe that in the event we experience either a short-term or permanent disruption of supply of HP products, such disruption would likely have a material adverse effect on our results of operations and cash flows.

Many product suppliers reimburse us for advertisements or other cooperative marketing programs in our catalogs and other marketing vehicles. Reimbursements may be in the form of discounts, advertising allowances, and/or rebates. We also receive allowances from certain vendors based upon the volume of our purchases or sales of the vendors' products by us. Some of our vendors offer limited price protection in the form of rebates or credits against future purchases. We may also participate in end-of-life product and other special purchases which may not be eligible for price protection.

We believe that we have excellent relationships with our vendors. We generally pay vendors within stated terms, or earlier when favorable cash discounts are offered. We believe our high volume of purchases enables us to obtain product pricing and terms that are competitive with those available to other national IT solutions providers. Although brand names and individual product offerings are important to our business, we believe that competitive products are available in substantially all of the merchandise categories offered by us.

DISTRIBUTION

We fulfill orders from customers both from products we hold in inventory and through drop shipping arrangements with manufacturers and distributors. At our 283,000 square foot distribution and fulfillment complex in Wilmington, Ohio, we receive and ship inventory, configure computer systems, and process returned products. Orders are transmitted electronically from our various sales facilities to our Wilmington distribution center after credit approval, where packaging documentation is printed automatically and order fulfillment takes place. Our customers are given several shipping options, ranging from expedited overnight delivery through our Everything Overnight™ service to normal ground freight service. Through our Everything Overnight™ service, orders accepted up until 7:00 p.m. Eastern Time, can be shipped from our distribution center for overnight delivery via United Parcel Service, or UPS, or FedEx Corporation. Upon request, orders may also be shipped by other common carriers.

We also place product orders directly with manufacturers and/or distribution companies for drop shipment directly to our customers. Our MoreDirect subsidiary generally utilizes drop shipping for substantially all product orders. Order status with distributors is tracked online, and in all circumstances, a confirmation of shipment from manufacturers and/or distribution companies is received prior to initial recording of the transaction. At the end of each financial reporting period, revenue is adjusted to reflect the anticipated receipt of products by the customers in the period. Products drop shipped by suppliers were 75%, 74%, and 73% of net sales in 2016, 2015, and 2014, respectively. In future years, we expect that products drop shipped from suppliers may increase, both in dollars and as a percentage of net sales, as we seek to lower our overall inventory and distribution costs while maintaining excellent customer service.

Certain of our larger customers occasionally request special staged delivery arrangements under which either we or our distribution partners set aside and temporarily hold inventory on our customer's behalf. Such orders are firm delivery orders, and customers generally pay under normal credit terms, regardless of delivery. Revenue on such transactions is not recorded until shipment to their final destination as requested by the customer. Inventory held for such staged delivery requests aggregated $23.2 million and $27.7 million at December 31, 2016 and 2015, respectively.

We maintain inventories of fast moving products that account for a high percentage of our ongoing product sales transactions and sales dollars. We may also, from time to time, make large inventory purchases of certain first-to-market products or end-of-life products to obtain favorable purchasing discounts. We also maintain sufficient inventory levels of high volume components and accessories used for configuration services.

MANAGEMENT INFORMATION SYSTEMS

Our subsidiaries utilize management information systems which have been significantly customized for our use. These systems permit centralized management of key functions, including order taking and processing, inventory and accounts receivable management, purchasing, sales, and distribution, and the preparation of daily operating control reports on key aspects of the business. We also operate advanced telecommunications equipment to support our sales and customer service operations. Key elements of the telecommunications systems are integrated with our computer systems to provide timely customer information to sales and service representatives, and to facilitate the preparation of operating and performance data.

MoreDirect has developed a custom designed Internet-based system, TRAXX®. This system is an integrated application of sales order processing, integrated supply chain visibility, and has full Electronic Data Interchange (EDI) links with major manufacturers' distribution partners for product information, availability, pricing, ordering, delivery, and tracking, including related accounting functions.

Our success is dependent in large part on the accuracy and proper use of our information systems, including our telephone systems, to manage our inventory and accounts receivable collections, to purchase, sell, and ship our products efficiently and on a timely basis, and to maintain cost-efficient operations. We expect to continue upgrading our information systems in the future to more effectively manage our operations and customer database.

Our investments in IT infrastructure are designed to enable us to operate more efficiently. While we have not yet finalized our decisions regarding the areas of future investment in our IT infrastructure, we expect to increase our capital investments in our IT infrastructure, which if fully implemented, would likely exceed $20 million over the next one to three years. For further discussion see "Liquidity and Capital Resources" of Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Annual Report on Form 10-K.

COMPETITION

The direct marketing and sale of IT related products is highly competitive. We compete with other national solutions providers of IT products, including CDW Corporation and Insight Enterprises, Inc., who are much larger than we are. We also compete with:

- certain product manufacturers that sell directly to customers as well as some of our own suppliers, such as Apple, Dell, HP, and Lenovo;
- software publishers, such as IBM, Microsoft, and Symantec;
- distributors that sell directly to certain customers;
- local and regional VARs;
- various franchisers, office supply superstores, and national computer retailers; and
- e-tailers, such as Amazon Web Services, with more extensive commercial online networks.

Additional competition may arise if other new methods of distribution emerge in the future. We compete not only for customers, but also for favorable product allocations and cooperative advertising support from product manufacturers. Several of our competitors are larger than we are and have substantially greater financial resources. These and other factors related to our competitive position are discussed more fully in the "Overview" of Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Annual Report on Form 10-K.

We believe that price, product selection and availability, and service and support are the most important competitive factors in our industry.

INTELLECTUAL PROPERTY RIGHTS

Our trademarks include among others Connection®, PC Connection®, GovConnection®, MacConnection®, The Connection™, HealthConnection™, Mobile Connection®, Cloud Connection®, Service Connection®, ProConnection™, Education Connection®, MoreDirect®, TRAXX®, WebSPOC®, Softmart®, GlobalServe™, Raccoon Character™, and their related logos and all iterations. We intend to use and protect these and our other marks, as we deem necessary. We believe our trademarks have significant value and are an important factor in the marketing of our products. We do not maintain a traditional research and development group, but we work closely with computer product manufacturers and other technology developers to stay abreast of the latest developments in computer technology, with respect to the products we both sell and use.

WORK FORCE

As of December 31, 2016, we employed 2,501 persons (full-time equivalent), of whom 1,268 (including 368 management and support personnel) were engaged in sales-related activities, 475 were engaged in providing IT services and customer service and support, 464 were engaged in purchasing, marketing, and distribution-related activities, 102 were engaged in the operation and development of management information systems, and 192 were engaged in administrative and finance functions. We consider our employee relations to be good. Our employees are not represented by a labor union, and we have never experienced a labor related work stoppage.

Item 1A. Risk Factors

We cannot assure investors that our assumptions and expectations will prove to have been correct. Important factors could cause our actual results to differ materially from those indicated or implied by forward-looking statements. Such factors that could cause or contribute to such differences include those factors discussed below. We undertake no intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. If any of the following risks actually occur, our business, financial condition, or results of operations would likely suffer.

Instability in economic conditions in the financial markets may adversely affect our business and reduce our operating results.

Our business has been affected by changes in economic conditions that are outside of our control, including reductions in business investment, loss of consumer confidence, and fiscal uncertainty at both federal and state government levels. Reductions in federal government spending may result in significant reductions in program funding. Considerable uncertainty also exists regarding expected economic conditions both globally and in the United States, and future delays or reductions in IT spending could have a material adverse effect on demand for our products and consequently on our financial results.

Despite the recent increase in general economic optimism, there is always a risk that heightened economic expectations may not be realized. Economic instability may arise, and it is difficult to predict to what extent our business may be adversely affected. However, if IT spending should again decline, we are likely to experience an adverse impact, which may be material on our business and our results of operations.

We have experienced variability in sales and may not be able to maintain profitable operations.

Several factors have caused our results of operations to fluctuate and we expect some of these fluctuations to continue. Causes of these fluctuations include:

- shifts in customer demand that affect our distribution models, including demand for total solutions;
- loss of customers to competitors;

- industry shipments of new products or upgrades;
- changes in overall demand and timing of product shipments related to economic markets and to government spending;
- changes in vendor distribution of products;
- changes in our product offerings and in merchandise returns;
- changes in distribution models as a result of cloud and software-as-a-service, or SaaS; and
- adverse weather conditions that affect response, distribution, or shipping.

Our results also may vary based on our ability to manage personnel levels in response to fluctuations in revenue. We base personnel levels and other operating expenditures on sales forecasts. If our revenues do not meet anticipated levels in the future, we may not be able to reduce our staffing levels and operating expenses in a timely manner to avoid significant losses from operations.

Substantial competition could reduce our market share and may negatively affect our business.

The direct marketing industry and the computer products retail business, in particular, are highly competitive. We compete with other national solutions providers of hardware and software and computer related products, including CDW Corporation and Insight Enterprises, Inc., each of which is much larger than we are. Certain hardware and software vendors, such as Apple, Dell, Lenovo, and HP, who provide products to us, also sell their products directly to end users through their own catalogs, stores, and via the Internet. We also compete with computer retail stores and websites, who are increasingly selling to business customers and may become a significant competitor. We compete not only for customers, but also for advertising support from IT product manufacturers. Some of our competitors have larger customer bases and greater financial, marketing, and other resources than we do. In addition, some of our competitors offer a wider range of products and services than we do and may be able to respond more quickly to new or changing opportunities, technologies, and customer requirements. Many current and potential competitors also have greater name recognition, engage in more extensive promotional activities, and adopt pricing policies that are more aggressive than ours. We expect competition to increase as retailers and direct marketers who have not traditionally sold computers and related products enter the industry.

In addition, product resellers and national solutions providers are combining operations or acquiring or merging with other resellers and national solutions providers to increase efficiency. Moreover, current and potential competitors have established or may establish cooperative relationships among themselves or with third parties to enhance their products and services. Accordingly, it is possible that new competitors or alliances among competitors may emerge and acquire significant market share. We may not be able to continue to compete effectively against our current or future competitors. If we encounter new competition or fail to compete effectively against our competitors, our business may be harmed.

We face and will continue to face significant price competition.

Generally, pricing is very aggressive in our industry, and we expect pricing pressures to escalate should economic conditions deteriorate. An increase in price competition could result in a reduction of our profit margins. We may not be able to offset the effects of price reductions with an increase in the number of customers, higher sales, cost reductions, or otherwise. Also, our sales of IT hardware products generally result in lower profit margins than those associated with software products. Such pricing pressures could result in an erosion of our market share, reduced sales, and reduced operating margins, any of which could have a material adverse effect on our business.

Virtualization of IT resources and applications, including networks, servers, applications, and data storage may disrupt or alter our traditional distribution models.

Our customers can access, through a cloud-based platform, business-critical solutions without the significant initial capital investment required for dedicated infrastructure. Growing demand for the development of cloud-based solutions may reduce demand for some of our existing hardware products. If the transition to an environment characterized by cloud-based computing and software being delivered as a service progresses, we will likely increase investments in this area before knowing whether our sales forecasts will accurately reflect customer demand for these products, services, and solutions. We may not be able to effectively compete using these virtual distribution models. Our inability to compete effectively with current or future virtual distribution model competitors, or adapt to a cloud-based environment, could have a material adverse effect on our business.

We may experience a reduction in the incentive programs offered to us by our vendors.

Some product manufacturers and distributors provide us with incentives such as supplier reimbursements, payment discounts, price protection, rebates, and other similar arrangements. The increasingly competitive computer hardware market has already resulted in the following:

- reduction or elimination of some of these incentive programs;
- more restrictive price protection and other terms; and
- reduced advertising allowances and incentives.

Many product suppliers provide us with advertising allowances, and in exchange, we feature their products on our website, and in our catalogs and other marketing vehicles. These vendor allowances, to the extent that they represent specific reimbursements of incremental and identifiable costs, are offset against SG&A expenses. Advertising allowances that cannot be associated with a specific program funded by an individual vendor or that exceed the fair value of advertising expense associated with that program are classified as offsets to cost of sales or inventory. In the past, we have experienced a decrease in the level of vendor consideration available to us from certain manufacturers. The level of such consideration we receive from some manufacturers may decline in the future. Such a decline could decrease our gross profit and have a material adverse effect on our earnings and cash flows.

Our business could be materially adversely affected by system failures, interruption, integration issues, or security lapses of our information technology systems or those of our third-party providers.

Our ability to effectively manage our business depends significantly on our information systems and infrastructure as well as, in certain instances those of our third-party providers. The failure of our current systems to operate effectively or to integrate with other systems, including integration of upgrades to better meet the changing needs of our customers, could result in transaction errors, processing inefficiencies, and the loss of sales and customers. In addition, cybersecurity threats are evolving and include, but are not limited to, malicious software, attempts to gain unauthorized access to company or customer data, denial of service attacks, the processing of fraudulent transactions, and other electronic security breaches that could lead to disruptions in critical systems, unauthorized release of confidential or otherwise protected information, and corruption of data. Although we have in place various processes, procedures, and controls to monitor and mitigate these threats, these measures may not be sufficient to prevent a material security threat or mitigate these risks for our customers. If any of these events were to materialize, they could lead to disruption of our operations or loss of sensitive information as well as subject us to regulatory actions, litigation, or damage to our reputation, and could have a material adverse effect on our financial position, results of operations, and cash flows.

We could experience Internet and other system failures which would interfere with our ability to process orders.

We depend on the accuracy and proper use of our management information systems, including our telephone system. Many of our key functions depend on the quality and effective utilization of the information generated by our management information systems, including:

- our ability to purchase, sell, and ship products efficiently and on a timely basis;
- our ability to manage inventory and accounts receivable collection; and
- our ability to maintain operations.

Our management information systems require continual upgrades to most effectively manage our operations and customer database. Although we maintain some redundant systems, with full data backup, our primary computer and telecommunications hardware is located in a single facility in New Hampshire, and a substantial interruption in our management information systems or in our telephone communication systems, including those resulting from extreme weather and natural disasters, as well as power loss, telecommunications failure, or similar events, would substantially hinder our ability to process customer orders and thus could have a material adverse effect on our business.

Should our financial performance not meet expectations, we may be required to record a significant charge to earnings for impairment of goodwill and other intangibles.

We test goodwill for impairment each year and more frequently if potential impairment indicators arise. Although the fair value of our SMB and Large Account reporting units substantially exceeded their carrying value at our annual impairment test, should the financial performance of a reporting unit not meet expectations due to the economy or otherwise, we would likely adjust downward expected future operating results and cash flows. Such adjustment may result in a determination that the carrying value of goodwill and other intangibles for a reporting unit exceeds its fair value. This determination may in turn require that we record a significant non-cash charge to earnings to reduce the $73.6 million aggregate carrying amount of goodwill held by our SMB and Large Account reporting units, resulting in a negative effect on our results of operations.

The failure to comply with our public sector contracts could result in, among other things, fines or liabilities.

Revenues from the Public Sector segment are derived from sales to federal, state, and local government departments and agencies, as well as to educational institutions, through various contracts and open market sales. Government contracting is a highly regulated area. Noncompliance with government procurement regulations or contract provisions could result in civil, criminal, and administrative liability, including substantial monetary fines or damages, termination of government contracts, and suspension, debarment, or ineligibility from doing business with the government. Our current arrangements with these government agencies allow them to cancel orders with little or no notice and do not require them to purchase products from us in the future. The effect of any of these possible actions by any government department or agency could adversely affect our financial position, results of operations, and cash flows.

We acquire a majority of our products for resale from a limited number of vendors. The loss of any one of these vendors could have a material adverse effect on our business.

We acquire products for resale both directly from manufacturers and increasingly indirectly through distributors and other sources. The five vendors supplying the greatest amount of goods to us constituted 59% of our total product purchases in the years ended December 31, 2016 and 61% in both 2015, and 2014. Among these five suppliers, product purchases from Ingram, our largest supplier, accounted for approximately 21% of our total product purchases in 2016 and 2015, respectively, and 25% in 2014. Purchases from Synnex comprised 13%, 15%, and 13% of our total product purchases in 2016, 2015, and 2014, respectively. No other vendor supplied more than 10% of our total product purchases in 2016, 2015, or 2014. If we were unable to acquire products from Ingram or Synnex, we could experience a short-term disruption in the availability of products, and such disruption could have a material adverse effect on our results of operations and cash flows.

Products manufactured by HP represented 20% of our net sales in 2016 and 22% in both 2015 and 2014. We believe that in the event we experience either a short-term or permanent disruption of supply of HP products, such disruption would likely have a material adverse effect on our results of operations and cash flows.

Substantially all of our contracts and arrangements with our vendors that supply significant quantities of products are terminable by such vendors or us without notice or upon short notice. Most of our product vendors provide us with trade credit, of which the net amount outstanding at December 31, 2016 was $177.9 million. Termination, interruption, or contraction of relationships with our vendors, including a reduction in the level of trade credit provided to us, could have a material adverse effect on our financial position.

Some product manufacturers either do not permit us to sell the full line of their products or limit the number of product units available to national solutions providers such as us. An element of our business strategy is to continue increasing our participation in first-to-market purchase opportunities. The availability of certain desired products, especially in the direct marketing channel, has been constrained in the past. We could experience a material adverse effect to our business if we are unable to source first-to-market purchases or similar opportunities, or if significant availability constraints reoccur.

We are exposed to inventory obsolescence due to the rapid technological changes occurring in the IT industry.

The market for IT products is characterized by rapid technological change and the frequent introduction of new products and product enhancements. Our success depends in large part on our ability to identify and market products that meet the needs of customers in that marketplace. In order to satisfy customer demand and to obtain favorable purchasing discounts, we have and may continue to carry increased inventory levels of certain products. By so doing, we are subject to the increased risk of inventory obsolescence. Also, in order to implement our business strategy, we intend to continue, among other things, placing larger than typical inventory stocking orders of selected products and increasing our participation in first-to-market purchase opportunities. We may also, from time to time, make large inventory purchases of certain end-of-life products, which would increase the risk of inventory obsolescence. In addition, we sometimes acquire special purchase products without return privileges. For these and other reasons, we may not be able to avoid losses related to obsolete inventory. Manufacturers have limited return rights and have taken steps to reduce their inventory exposure by supporting "configure-to-order" programs authorizing distributors and resellers to assemble computer hardware under the manufacturers' brands. These actions reduce the costs to manufacturers and shift the burden of inventory risk to resellers like us, which could negatively impact our business.

We are dependent on key personnel.

Our future performance will depend to a significant extent upon the efforts and abilities of our senior executives and other key management personnel. The competition for qualified management personnel in the computer products industry is very intense, and the loss of service of one or more of these persons could have an adverse effect on our business. Our success and plans for future growth will also depend on our ability to hire, train, and retain skilled personnel in all areas of our business, especially sales representatives and technical support personnel. We may not be able to attract, train, and retain sufficient qualified personnel to achieve our business objectives.

The methods of distributing IT products are changing, and such changes may negatively impact us and our business.

The manner in which IT hardware and software is distributed and sold is changing, and new methods of distribution and sale have emerged, including distribution through cloud-based and SaaS solutions. In addition, hardware and software manufacturers have sold, and may intensify their efforts to sell, their products directly to end users. From time to time, certain manufacturers have instituted programs for the direct sales of large order quantities of hardware and software to certain major corporate accounts. These types of programs may continue to be developed and used by various manufacturers. Some of our vendors, including Apple, Dell, HP, and Lenovo, currently sell some of their products directly to end users and have stated their intentions to increase the level of such direct sales. In addition, manufacturers may attempt to increase the volume of software products distributed electronically to end users. An increase in the volume of products sold through or used by consumers of any of these competitive programs, or our inability to effectively adapt our business to increased electronic distribution of products and services to end users could have a material adverse effect on our results of operations.

We depend heavily on third-party shippers to deliver our products to customers.

Many of our customers elect to have their purchases shipped by an interstate common carrier, such as UPS or FedEx Corporation. A strike or other interruption in service by these shippers could adversely affect our ability to market or deliver products to customers on a timely basis.

Natural disasters, terrorism, and other circumstances could materially adversely affect our business.

Natural disasters, terrorism, and other business interruptions have caused and could cause damage or disruption to international commerce and the global economy, and thus could have a negative effect on the Company, its suppliers, logistics providers, manufacturing vendors, and customers. Our business operations are subject to interruption by natural disasters, fire, power shortages, nuclear power plant accidents, terrorist attacks, and other hostile acts, and other events beyond our control. Such events could decrease demand for our products, make it difficult or impossible for us to deliver services or products to our customers, or to receive products from our suppliers, and create delays and inefficiencies in our supply chain. In the event of a natural disaster or other business interruption, significant recovery time and substantial expenditures could be required to resume operations and our financial condition, results of operations, and cash flows could be materially adversely affected.

We may experience increases in shipping and postage costs, which may adversely affect our business if we are not able to pass such increases on to our customers.

Shipping costs are a significant expense in the operation of our business. Increases in postal or shipping rates could significantly impact the cost of shipping customer orders and mailing our catalogs. Postage prices and shipping rates increase periodically, and we have no control over future increases. We have a long-term contract with UPS, and believe that we have negotiated favorable shipping rates with our carriers. While we generally invoice customers for shipping and handling charges, we may not be able to pass on to our customers the full cost, including any future increases in the cost, of commercial delivery services, which would adversely affect our business.

We rely on the continued development of electronic commerce and Internet infrastructure development.

We continue to have increasing levels of sales made through our e-commerce sites. The on-line experience for our clients continues to improve, but the competitive nature of the e-commerce channel also continues to increase. Growth of our overall sales is dependent on customers continuing to expand their on-line purchases in addition to traditional channels to purchase products and services. We cannot accurately predict the rate at which on-line purchases will expand.

Our success in growing our Internet business will depend in large part upon our development of an increasingly sophisticated e-commerce experience and infrastructure. Increasing customer sophistication requires that we provide additional website features and functionality in order to be competitive in the marketplace and maintain market share. We will continue to iterate our website features, but we cannot predict future trends and required functionality or our adoption rate for customer preferences. As the number of on-line users continues to grow, such growth may impact the performance of our existing Internet infrastructure.

We face uncertainties relating to unclaimed property and the collection of state sales and use tax.

We collect and remit sales and use taxes in states in which we have either voluntarily registered or have a physical presence. Various states have sought to impose on direct marketers the burden of collecting state sales and use taxes on the sales of products shipped to their residents. Many states have adopted rules that require companies and their affiliates to register in those states as a condition of doing business with those state agencies. Our three sales companies are registered in substantially all states, however, if a state were to determine that our earlier contacts with that state exceeded the constitutionally permitted contacts, the state could assess a tax liability relating to our prior year sales. A multi-state unclaimed property audit continues to be in process, and total accruals for unclaimed property aggregated $0.8 million at December 31, 2016.

Privacy concerns with respect to list development and maintenance may materially adversely affect our business.

We mail catalogs and other promotional materials to names in our customer database and to potential customers whose names we obtain from rented or exchanged mailing lists. Public concern regarding the protection of personal information has subjected the rental and use of customer mailing lists and other customer information to increased scrutiny. Legislation enacted limiting or prohibiting the use of rented or exchanged mailing lists could negatively affect our business.

We are controlled by two principal stockholders.

Patricia Gallup and David Hall, our two principal stockholders, beneficially own or control, in the aggregate, approximately 56% of the outstanding shares of our common stock as of December 31, 2016. Because of their beneficial stock ownership, these stockholders can continue to elect the members of the Board of Directors and decide all matters requiring stockholder approval at a meeting or by a written consent in lieu of a meeting. Similarly, such stockholders can control decisions to adopt, amend, or repeal our charter and our bylaws, or take other actions requiring the vote or consent of our stockholders and prevent a takeover of us by one or more third parties, or sell or otherwise transfer their stock to a third party, which could deprive our stockholders of a control premium that might otherwise be realized by them in connection with an acquisition of our Company. Such control may result in decisions that are not in the best interest of our public stockholders. In connection with our initial public offering, the principal stockholders placed substantially all shares of common stock beneficially owned by them into a voting trust, pursuant to which they are required to agree as to the manner of voting such shares in order for the shares to be voted. Such provisions could discourage bids for our common stock at a premium as well as have a negative impact on the market price of our common stock.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

We lease our corporate headquarters located at 730 Milford Road, Merrimack, New Hampshire 03054-4631, from an affiliated company, G&H Post, which is related to us through common ownership. The initial term of the fifteen-year lease ended in November 2013, and we amended the lease in May 2014 to extend the term for an additional five years. In addition to the rent payable under the facility lease, we are required to pay real estate taxes, insurance, and common area maintenance charges. The amended lease has been recorded as an operating lease in the financial statements.

In August 2008, we entered into a lease agreement with G&H Post, which is related to us through common ownership, for an office facility adjacent to our corporate headquarters. The lease has a term of ten years and provides us with an option to renew the lease for two additional two-year terms, at the then comparable market rate. The lease requires us to pay our proportionate share of real estate taxes and common area maintenance charges as either additional rent or directly to third parties and also to pay insurance premiums for the leased property. The lease has been recorded as an operating lease in the financial statements.

In August 2014, we entered into a ten-year lease for a facility in Wilmington, Ohio, which houses our distribution and order fulfillment operations. We also operate sales and support offices throughout the United States and lease facilities at these locations. Leasehold improvements associated with these properties are amortized over the terms of the leases or their useful lives, whichever is shorter. We believe that our physical properties will be sufficient to support our anticipated needs through the next twelve months and beyond.

Item 3. Legal Proceedings

We are subject to audits by states on sales and income taxes, unclaimed property, employment matters, and other assessments. While management believes that known and estimated liabilities have been adequately provided for, it is too early to determine the ultimate outcome of such audits, as formal assessments have not been finalized. Additional liabilities for this and other audits could be assessed, and such outcomes could have a material, negative impact on our financial position, results of operations, and cash flows.

We are subject to various legal proceedings and claims, including patent infringement claims, which have arisen during the ordinary course of business. In the opinion of management, the outcome of such matters is not expected to have a material effect on our business, financial position, results of operations, or cash flows.

Executive Officers of PC Connection

Our executive officers and their ages as of March 3, 2017 are as follows:

Name	Age	Position
Patricia Gallup	62	Chair and Chief Administrative Officer
Timothy McGrath	58	President and Chief Executive Officer
William Schulze	56	Vice President, Interim Treasurer and Chief Financial Officer

Patricia Gallup is a co-founder of PC Connection and has served as Chair of the Board since September 1994, and as Chief Administrative Officer since August 2011. Ms. Gallup has served as a member of our executive management team since 1982.

Timothy McGrath has served as Chief Executive Officer since August 2011, and as President since May 2010. Mr. McGrath has served as a member of our executive management team since he joined the Company in 2005.

William Schulze has served as Interim Treasurer and Chief Financial Officer since October 2016, and as Vice President and Corporate Controller since October 2011. From December 1998 to October 2011, Mr. Schulze served in various finance management roles at the Company.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

Market Information

Our common stock commenced trading on March 3, 1998, on the Nasdaq Global Select Market and trades today under the symbol "CNXN." As of February 27, 2017, there were 26,719,185 shares of our common stock outstanding, held by approximately 61 stockholders of record. This figure does not include an estimate of the number of beneficial holders whose shares are held of record by brokerage firms.

The following table sets forth for the fiscal periods indicated the range of high and low sales prices for our common stock on the Nasdaq Global Select Market.

2016	High	Low
Quarter Ended:		
December 31	$ 29.40	$ 22.81
September 30	26.89	23.46
June 30	25.48	22.55
March 31	25.81	20.02

2015	High	Low
Quarter Ended:		
December 31	$ 23.24	$ 19.95
September 30	24.82	19.50
June 30	26.88	24.04
March 31	26.74	22.27

In 2016, we declared a special cash dividend of $0.34 per share. The total cash payment of $9.0 million was made on January 12, 2017 to stockholders of record at the close of business on December 30, 2016. In 2015, we declared a special cash dividend of $0.40 per share. The total cash payment of $10.6 million was made on January 12, 2016 to stockholders of record at the close of business on December 29, 2015. We have no current plans to pay additional cash dividends on our common stock in the foreseeable future, and declaration of any future cash dividends will depend upon our financial position, strategic plans, and general business conditions.

Share Repurchase Authorization

On March 28, 2001, our Board of Directors authorized the spending of up to $15.0 million to repurchase our common stock. We consider block repurchases directly from larger stockholders, as well as open market purchases, in carrying out our ongoing stock repurchase program.

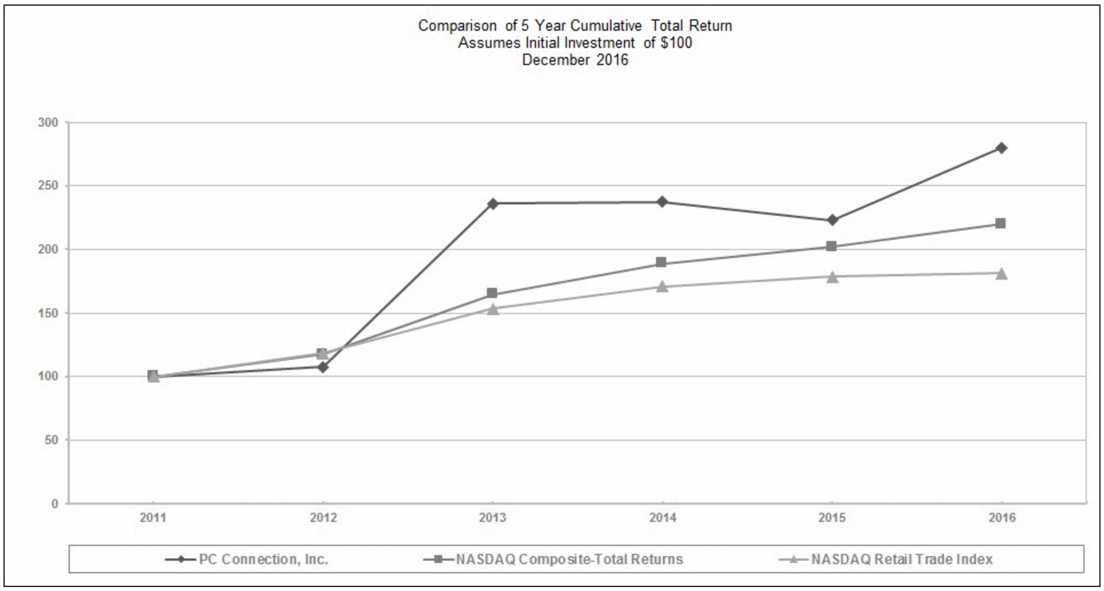
We did not repurchase any shares in 2015 or 2016. As of December 31, 2016, we have repurchased an aggregate of 1,682,119 shares for $12.2 million under our Board approved 2001 repurchase program. The maximum approximate dollar value of shares that may yet be purchased under this Board authorized program is $2.8 million.

On February 11, 2014, our Board approved a new share repurchase program authorizing up to $15.0 million in share repurchases. There is no fixed termination date for this repurchase program. Purchases may be made in open-market transactions, block transactions on or off an exchange, or in privately negotiated transactions. We intend to complete the 2001 repurchase program before repurchasing shares under the new program. The timing and amount of any share repurchases will be based on market conditions and other factors.

Stock Performance Graph

The following performance graph and related information shall not be deemed "soliciting material" or to be "filed" with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or the Exchange Act, each as amended, except to the extent that we specifically incorporate it by reference into such filing.

The following stock performance graph compares cumulative total stockholder return on our common stock for the period from January 1, 2011 through December 31, 2016 with the cumulative total return for (i) the Nasdaq Stock Market Composite and (ii) the Nasdaq Retail Trade Stocks (Peer Group) for the period starting January 1, 2011 and ending December 31, 2016. This graph assumes the investment of $100 on January 1, 2011 in our common stock and in each of the two Nasdaq indices, and that dividends are reinvested.



Company Name / Index	Base Period 11-Dec	Years Ended 12-Dec	13-Dec	14-Dec	15-Dec	16-Dec
PC Connection, Inc.	100.00	107.39	236.13	237.37	222.85	279.87
Nasdaq Stock Market-Composite	100.00	117.45	164.57	188.84	201.98	219.89
Nasdaq Retail Trade (Peer Index)	100.00	118.24	153.55	170.82	178.67	181.43

Item 6. Selected Financial Data

The following selected financial data should be read in conjunction with our Consolidated Financial Statements and the Notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other financial information included elsewhere in this Annual Report on Form 10-K.

	Years Ended December 31,				
	2016	2015	2014	2013	2012
	(dollars in thousands, except per share)				
Consolidated Statement of Operations Data:					
Net sales	$ 2,692,592	$ 2,573,973	$ 2,463,339	$ 2,221,638	$ 2,158,873
Cost of sales	2,321,435	2,232,954	2,139,950	1,928,638	1,876,784
Gross profit	371,157	341,019	323,389	293,000	282,089
Selling, general and administrative expenses	290,637	262,465	251,935	233,604	226,322
Special charges (1)	—	—	—	—	1,135
Income from operations	80,520	78,554	71,454	59,396	54,632
Interest expense	(67)	(87)	(86)	(149)	(166)
Other, net	—	—	—	—	41
Income before taxes	80,453	78,467	71,368	59,247	54,507
Income tax provision	(32,342)	(31,640)	(28,687)	(23,565)	(21,436)
Net income	$ 48,111	$ 46,827	$ 42,681	$ 35,682	$ 33,071
Basic earnings per share	$ 1.81	$ 1.77	$ 1.63	$ 1.37	$ 1.25
Diluted earnings per share	$ 1.80	$ 1.76	$ 1.61	$ 1.35	$ 1.24

	As of December 31,				
	2016	2015	2014	2013	2012
	(dollars in thousands)				
Consolidated Balance Sheet Data:					
Working capital	$ 328,917	$ 330,848	$ 293,449	$ 256,376	$ 222,987
Total assets	686,134	639,074	539,960	500,944	468,323
Short-term debt:					
Current maturities of capital lease obligation to affiliate	—	—	—	—	989
Total stockholders' equity	433,442	392,451	354,008	319,829	291,303
Cash dividends declared per share	$ 0.34	$ 0.40	$ 0.40	$ 0.40	$ 0.38

(1) Special charges in 2012 consisted of $1,135 related to an equity-based award granted upon the retirement of a former executive officer and workforce reductions.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Our management's discussion and analysis of our financial condition and results of operations include the identification of certain trends and other statements that may predict or anticipate future business or financial results that are subject to important factors that could cause our actual results to differ materially from those indicated. See "Item 1A. Risk Factors."

OVERVIEW

We are a national solutions provider of a wide range of information technology, or IT, solutions. We help our customers design, enable, manage, and service their IT environments. We provide IT products, including computer systems, software and peripheral equipment, networking communications, and other products and accessories that we purchase from manufacturers, distributors, and other suppliers. We also offer services involving design, configuration, and implementation of IT solutions. These services are performed by our personnel and by third-party providers. We operate through three sales segments, which serve primarily: (a) small- to medium-sized businesses, or SMBs, through our PC Connection Sales subsidiary, (b) large enterprise customers, in our Large Account segment, through our MoreDirect subsidiary, and (c) federal, state, and local government and educational institutions, in our Public Sector segment, through our GovConnection subsidiary.

We generate sales primarily through outbound telemarketing and field sales contacts by account managers focused on the business, education, and government markets, our websites, and inbound calls from customers responding to our catalogs and other advertising media. We seek to recruit, retain, and increase the productivity of our sales personnel through training, mentoring, financial incentives based on performance, and updating and streamlining our information systems to make our operations more efficient.

As a value added reseller in the IT supply chain, we do not manufacture IT hardware or software. We are dependent on our suppliers—manufacturers and distributors that historically have sold only to resellers rather than directly to end users. However, certain manufacturers have on multiple occasions attempted to sell directly to our customers, and in some cases, have restricted our ability to sell their products directly to certain customers, thereby attempting to eliminate our role. We believe that the success of these direct sales efforts by suppliers will depend on their ability to meet our customers' ongoing demands and provide objective, unbiased solutions to meet their needs. We believe more of our customers are seeking comprehensive IT solutions, rather than simply the acquisition of specific IT products. Our advantage is our ability to be product-neutral and provide a broader combination of products, services, and advice tailored to customer needs. By providing customers with customized solutions from a variety of manufacturers, we believe we can mitigate the negative impact of continued direct sales initiatives from individual manufacturers. Through the formation of our ProConnection services group we are able to provide customers complete IT solutions, from identifying their needs, to designing, developing, and managing the integration of products and services to implement their IT projects. Such service offerings carry higher margins than traditional product sales. Additionally, the technical certifications of our service engineers permit us to offer higher-end, more complex products that generally carry higher gross margins. We expect these service offerings and technical certifications to continue to play a role in sales generation and improve gross margins in this competitive environment.

The primary challenges we continue to face in effectively managing our business are (1) increasing our revenues while at the same time improving our gross margin in all three segments, (2) recruiting, retaining, and improving the productivity of our sales and technical support personnel, and (3) effectively controlling our selling, general, and administrative, or SG&A, expenses while making major investments in our IT systems and solution selling personnel, especially in relation to changing revenue levels.

To support future growth, we are expanding our IT solutions business, which requires the addition of highly-skilled service engineers. Although we expect to realize the ultimate benefit of higher-margin service revenues under this multi-year initiative, we believe that our cost of services will increase as we add service engineers. If our service revenues do not grow enough to offset the cost of these headcount additions, our operating results may decline.

Market conditions and technology advances significantly affect the demand for our products and services. Virtual delivery of software products and advanced Internet technology providing customers enhanced functionality have substantially increased customer expectations, requiring us to invest more heavily in our own IT development to meet these new demands. This investment includes significant planned expenditures to update our websites, as buying trends change and electronic commerce continues to grow.

Our investments in IT infrastructure are designed to enable us to operate more efficiently and provide our customers enhanced functionality. While we have not yet finalized our decisions regarding the areas of future investment in our IT infrastructure, we expect to increase our capital investments in our IT infrastructure in the next one to three years, which will also likely increase SG&A expenses as assets are placed into service and depreciated.

RESULTS OF OPERATIONS

The following table sets forth information derived from our statements of income expressed as a percentage of net sales for the periods indicated:

	Years Ended December 31,		
	2016	2015	2014
Net sales (in millions)	$ 2,692.6	$ 2,574.0	$ 2,463.3
Gross margin	13.8 %	13.2 %	13.1 %
Selling, general and administrative expenses	10.8	10.2	10.2
Income from operations	3.0	3.0	2.9

Net sales increased in 2016 by $118.6 million, or 4.6%, compared to 2015, due to increased sales in all three of our sales segments. Our investments in advanced solution sales including our acquisition of Softmart in May 2016 led to increased sales of software. In addition, net sales of notebooks/mobility increased as mobility continued to be a strategic focus for customers in all three segments. Gross margin (gross profit expressed as a percentage of net sales) increased significantly due to our focus on increasing sales of higher-margin advanced solution products. SG&A expenses increased in dollars and as a percentage of net sales due to incremental variable compensation associated with higher gross profits, investments in solution sales and support personnel, and the acquisitions in 2016 of Softmart and GlobalServe. Operating income in 2016 increased year over year in dollars, but remained unchanged as a percentage of net sales.

Sales Distribution

The following table sets forth our percentage of net sales by sales segment and product mix:

	Years Ended December 31,		
	2016	2015	2014
Sales Segment			
SMB	40 %	41 %	42 %
Large Account	38	37	35
Public Sector	22	22	23
Total	100 %	100 %	100 %
Product Mix			
Notebooks/Mobility	23 %	23 %	21 %
Software	20	17	16
Servers/Storage	10	13	13
Net/Com Product	8	9	9
Other Hardware/Services	39	38	41
Total	100 %	100 %	100 %

Gross Profit Margins

The following table summarizes our overall gross profit margins, as a percentage of net sales, for the last three years:

	Years Ended December 31,		
	2016	2015	2014
Sales Segment			
SMB	15.8 %	15.5 %	15.1 %
Large Account	12.8	12.0	12.2
Public Sector	11.7	11.3	10.9
Total	13.8 %	13.2 %	13.1 %

Cost of Sales

Cost of sales includes the invoice cost of the product, direct employee and third party cost of services, direct costs of packaging, inbound and outbound freight, and provisions for inventory obsolescence, adjusted for discounts, rebates, and other vendor allowances.

Operating Expenses

The following table reflects our more significant operating expenses for the last three years (in millions of dollars):

	Years Ended December 31,		
	2016	2015	2014
Personnel costs	$ 226.2	$ 200.5	$ 189.7
Advertising	16.1	15.7	15.7
Facilities operations	14.2	12.7	12.0
Professional fees	8.3	7.5	7.3
Credit card fees	6.9	7.1	7.7
Depreciation and amortization	10.5	9.0	8.1
Other, net	8.4	10.0	11.4
Total	$ 290.6	$ 262.5	$ 251.9
Percentage of net sales	10.8 %	10.2 %	10.2 %

Personnel costs increased in 2016 compared to 2015 due to investments in our sales force and solution sales support, increased variable compensation associated with higher gross profits, and the inclusion of the personnel costs of Softmart and GlobalServe since their respective 2016 acquisition dates. Facilities operations increased year over year in 2016 due to the relocation of our Chicago-area facility, as lease expense for the previous facility overlapped the new lease. We will not incur any lease expense in 2017 for the previous facility.

YEAR-OVER-YEAR COMPARISONS

Year Ended December 31, 2016 Compared to Year Ended December 31, 2015

Net sales increased by 4.6% to $2,692.6 million in 2016 from $2,574.0 million in 2015. Changes in net sales and gross profit by operating segment are shown in the following table (dollars in millions):

	Years Ended December 31,				
	2016		2015		
	Amount	% of Net Sales	Amount	% of Net Sales	% Change
Sales:					
SMB	$ 1,091.2	40.5 %	$ 1,040.6	40.5 %	4.9 %
Large Account	1,012.0	37.6	961.0	37.3	5.3
Public Sector	589.4	21.9	572.4	22.2	3.0
Total	$ 2,692.6	100.0 %	$ 2,574.0	100.0 %	4.6 %
Gross Profit:					
SMB	$ 172.4	15.8 %	$ 161.3	15.5 %	6.9 %
Large Account	129.6	12.8	115.0	12.0	12.7
Public Sector	69.2	11.7	64.7	11.3	7.0
Total	$ 371.2	13.8 %	$ 341.0	13.2 %	8.8 %

- Net sales for the SMB segment increased due to higher software and notebooks/mobility sales. Software sales increased due to our 2016 acquisition of Softmart as well as investments in additional security and software services technical specialists. Net sales of notebooks/mobility products increased as mobility continues to be a strategic focus for SMB customers.

- Net sales for the Large Account segment increased due to higher sales of software, accessories, and notebooks/mobility products. Net sales of software for this segment increased year over year by double-digit percentages due to strong demand for security and office productivity tools as well as our 2016 acquisition of Softmart.

- Net sales to the Public Sector segment increased due to increased sales to the federal government. Sales to the federal government grew by 16.4% due to higher sales of desktops and notebooks made under federal government contracts, while sales to state and local government and educational institutions decreased by 2.9% due to lower sales to K-12 customers. Sales of notebooks/mobility, desktops, and software increased in this segment, but were partly offset by decreased sales of server/storage products.

Gross profit for 2016 increased year over year in dollars and as a percentage of net sales (gross margin), as explained below:

- Gross profit for the SMB segment increased due to an increase in net sales and gross margin. Gross margin increased year over year due to higher invoice selling margins (24 basis points) realized on larger sales of higher-margin advance solution sales, as well as an increase in vendor early-payment discounts (3 basis points).

- Gross profit for the Large Account segment increased due to an increase in net sales and gross margin. Gross margin increased year over year due to higher invoice selling margins (95 basis points) associated with increased sales of higher-margin software sales, offset by lower agency revenues (32 basis points).

- Gross profit for the Public Sector segment increased due to an increase in net sales and gross margin. Invoice selling margins increased by 40 basis points due to increased demand for higher-margin products such as software.

Selling, general and administrative expenses in 2016 increased in dollars and as a percentage of net sales compared to the prior year. SG&A expenses attributable to our three operating segments and the remaining unallocated Headquarters/Other group expenses are summarized below (dollars in millions):

	Years Ended December 31,				
	2016		2015		
	Amount	% of Net Sales	Amount	% of Net Sales	% Change
SMB	$ 130.8	12.0 %	$ 118.4	11.4 %	10.5 %
Large Account	87.1	8.6	73.9	7.7	17.9
Public Sector	60.6	10.3	57.8	10.1	4.8
Headquarters/Other, unallocated	12.1		12.4		(2.4)
Total	$ 290.6	10.8 %	$ 262.5	10.2 %	10.7 %

- SG&A expenses for the SMB segment increased in dollars and as a percentage of net sales. Both increased due to incremental variable compensation associated with higher gross profits, the inclusion of Softmart's operating expenses, and greater usage of Headquarter services. The increase in Headquarter services was partly related to our investments in technical and engineering support provided to the SMB segment.

- SG&A expenses for the Large Account segment increased in dollars and as a percentage of net sales. The increase in SG&A dollars and as a percentage of net sales was due to the inclusion of Softmart's operating expenses, incremental variable compensation associated with higher gross profits, and higher usage of Headquarter services. The increase in Headquarter services was partly related to our investments in technical and engineering support provided to the Large Account segment.

- SG&A expenses for the Public Sector segment increased in dollars and as a percentage of net sales. Both increased due to incremental variable compensation associated with higher gross profits and greater usage of Headquarter services. The increase in Headquarter services was partly related to our investments technical and engineering support provided to the Public Sector segment.

- SG&A expenses for the Headquarters/Other group decreased due to an increase in allocated personnel and related costs related to our investments in solution services. The Headquarters/Other group provides services to the three segments in areas such as finance, human resources, IT, marketing, and product management. Most of the operating costs associated with such corporate headquarters services are charged to the operating segments based on their estimated usage of the underlying services. The amounts shown above represent the remaining unallocated costs.

Income from operations increased by $2.0 million to $80.5 million in 2016, compared to 2015. Income from operations as a percentage of net sales remained unchanged at 3.0% for 2016 and 2015. The increase in operating income resulted primarily from an increase in gross profits.

Income taxes. Our effective tax rate was 40.2% for the year ended December 31, 2016, compared to 40.3% for the year ended December 31, 2015. Our tax rate will vary based on income apportionment to certain jurisdictions, valuation reserves, and accounting for uncertain tax positions. However, we do not expect these variations to be significant in 2017.

Net income increased by $1.3 million to $48.1 million in 2016, from $46.8 million in 2015, principally due to the increase in operating income.

Year Ended December 31, 2015 Compared to Year Ended December 31, 2014

Net sales increased by 4.5% to $2,574.0 million in 2015 from $2,463.3 million in 2014. Changes in net sales and gross profit by operating segment are shown in the following table (dollars in millions):

	Years Ended December 31,				
	2015		2014		
	Amount	% of Net Sales	Amount	% of Net Sales	% Change
Sales:					
SMB	$ 1,040.6	40.5 %	$ 1,037.6	42.1 %	0.3 %
Large Account	961.0	37.3	850.8	34.5	13.0
Public Sector	572.4	22.2	574.9	23.4	(0.4)
Total	$ 2,574.0	100.0 %	$ 2,463.3	100.0 %	4.5 %
Gross Profit:					
SMB	$ 161.3	15.5 %	$ 156.6	15.1 %	3.0 %
Large Account	115.0	12.0	104.2	12.2	10.5
Public Sector	64.7	11.3	62.6	10.9	3.3
Total	$ 341.0	13.2 %	$ 323.4	13.1 %	5.5 %

- Net sales for the SMB segment increased slightly due to higher notebooks/mobility sales. Sales of desktops in 2014 were high due to the expiration of support for Windows XP software in April 2014. Increased sales of notebooks/mobility, servers/storage, and net/com products for this segment offset the year-over-year decline in desktops.

- Net sales for the Large Account segment increased due to our focus on growing advanced solution sales including software and servers/storage products. Software and servers/storage product sales for this segment increased year over year by 27% and 14%, respectively, due to our investment in technical solution engineers and the completion of large software deals. Servers sales increased in part due to the expiration in July 2015 of support for Windows Server 2003 software.

- Net sales to the Public Sector segment decreased by 0.4% or $2.5 million. Sales to the federal government increased by 8.7% due to higher sales made under federal government contracts, while state and local government and educational institutions decreased by 4.0% due to lower sales to K-12 customers. Sales of notebooks/mobility increased in this segment, offset by decreased sales of net/com products.

Gross profit for 2015 increased year over year in dollars and as a percentage of net sales (gross margin), as explained below:

- Gross profit for the SMB segment increased due to an increase in net sales and gross margin. Gross margin increased year over year due to higher invoice selling margins (29 basis points) realized on increased sales of higher-margin net/com and storage products, as well as an increase in vendor early-payment discounts (9 basis points).

- Gross profit for the Large Account segment increased due to higher net sales. Gross margin decreased due to lower invoice selling margins (41 basis points) associated with increased sales of lower-margin notebooks/mobility products, offset by higher agency revenues (16 basis points). We receive agency fees from suppliers for certain software and hardware sales which are recorded as revenue with no corresponding cost of goods sold, and accordingly such fees have a positive impact on gross margin.

- Gross profit for the Public Sector segment increased despite lower net sales. Invoice selling margins increased by 45 basis points due to increased demand for higher margin products such as software.

Selling, general and administrative expenses in 2015 increased in dollars and remained unchanged as a percentage of net sales compared to the prior year. SG&A expenses attributable to our three operating segments and the remaining unallocated Headquarters/Other group expenses are summarized below (dollars in millions):

	Years Ended December 31,				
	2015		2014		
	Amount	% of Net Sales	Amount	% of Net Sales	% Change
SMB	$ 118.4	11.4 %	$ 117.0	11.3 %	1.2 %
Large Account	73.9	7.7	64.9	7.6	13.7
Public Sector	57.8	10.1	59.0	10.3	(2.0)
Headquarters/Other, unallocated	12.4		11.0		12.7
Total	$ 262.5	10.2 %	$ 251.9	10.2 %	4..2 %

- SG&A expenses for the SMB segment increased slightly in dollars and as a percentage of net sales. Both increased due to incremental variable compensation associated with higher gross profits and greater usage of Headquarter services, but were partially offset by reduced advertising expense. The increase in Headquarter services was partly related to additional technical and engineering support provided to the SMB segment.

- SG&A expenses for the Large Account segment increased in dollars and as a percentage of net sales. The increase in SG&A dollars and as a percentage of net sales was due to investments in solution sales and services, incremental variable compensation associated with higher gross profits, and higher usage of Headquarter services. The increase in Headquarter services was partly related to additional technical and engineering support provided to the Large Account segment.

- SG&A expenses for the Public Sector segment decreased in dollars and as a percentage of net sales due to a reduction in advertising expense and credit card fees.

- SG&A expenses for the Headquarters/Other group increased due to an increase in unallocated personnel and other related costs, including higher executive management oversight costs associated with our improved operating results in 2015. The Headquarters/Other group provides services to the three segments in areas such as finance, human resources, IT, marketing, and product management. Most of the operating costs associated with such corporate headquarters services are charged to the operating segments based on their estimated usage of the underlying services. The amounts shown above represent the remaining unallocated costs.

Income from operations increased by $7.1 million to $78.6 million in 2015, from $71.5 million in 2014. Income from operations as a percentage of net sales increased to 3.0% for 2015 from 2.9% in 2014. The increase in operating income resulted primarily from an increase in net sales.

Income taxes. Our effective tax rate was 40.3% for the year ended December 31, 2015, compared to 40.2% for the year ended December 31, 2014.

Net income increased by $4.1 million to $46.8 million in 2015 from $42.7 million in 2014, principally due to the increase in operating income.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity Overview

Our primary sources of liquidity have historically been internally generated funds from operations and borrowings under our bank line of credit. We have used those funds to meet our capital requirements, which consist primarily of working capital for operational needs, capital expenditures for computer equipment and software used in our business, repurchases of common stock for treasury, dividend payments, and as opportunities arise, possible acquisitions of new businesses.

We believe that funds generated from operations, together with available credit under our bank line of credit, will be sufficient to finance our working capital, capital expenditures, and other requirements for at least the next twelve calendar months. We expect our capital needs for the next twelve months to consist primarily of capital expenditures of $10.0 to $12.0 million and payments on leases and other contractual obligations of approximately $4.5 million. We have undertaken a comprehensive review and assessment of our entire business software needs, including commercially available software that meets, or can be configured to meet, those needs better than our existing software. While we have not finalized our decisions regarding the areas of future investment in our IT infrastructure, the incremental capital costs of such a project, if fully implemented, would likely exceed $20.0 million over the next one to three years.

We expect to meet our cash requirements for 2017 through a combination of cash on hand, cash generated from operations, and borrowings on our bank line of credit, as follows:

- *Cash on Hand*. At December 31, 2016, we had $49.2 million in cash and cash equivalents.

- *Cash Generated from Operations*. We expect to generate cash flows from operations in excess of operating cash needs by generating earnings and managing net changes in inventories and receivables with changes in payables to generate a positive cash flow.

- *Credit Facilities*. As of December 31, 2016, no borrowings were outstanding against our $50.0 million bank line of credit, which is available until February 10, 2022. Accordingly, our entire line of credit was available for borrowing at December 31, 2016. This line of credit can be increased, at our option, to $80.0 million for approved acquisitions or other uses authorized by the bank. Borrowings are, however, limited by certain minimum collateral and earnings requirements, as described more fully below.

Our ability to continue funding our planned growth, both internally and externally, is dependent upon our ability to generate sufficient cash flow from operations or to obtain additional funds through equity or debt financing, or from other sources of financing, as may be required. While we do not anticipate needing any additional sources of financing to fund our operations at this time, if demand for IT products declines, our cash flows from operations may be substantially affected. See also related risks listed under "Item 1A. Risk Factors."

Summary Sources and Uses of Cash

The following table summarizes our sources and uses of cash over the last three years (in millions of dollars):

	Years Ended December 31,		
	2016	2015	2014
Net cash provided by operating activities	$ 33.6	$ 30.9	$ 35.4
Net cash used for investing activities	(54.9)	(12.8)	(7.6)
Net cash (used for) provided by financing activities	(9.7)	1.2	(9.4)
(Decrease)/increase in cash and cash equivalents	$ (31.0)	$ 19.3	$ 18.4

Cash provided by operating activities totaled $33.6 million in 2016. Operating cash flow in 2016 resulted primarily from net income before depreciation and amortization and a decrease in inventory, offset partially by an increase in accounts receivable. Accounts receivable increased year over year by $33.8 million primarily due to our $51.0 million increase in sales in the fourth quarter of 2016 compared to the prior year period. Days sales outstanding increased to 48 days at December 31, 2016, from 44 days at December 31, 2015. Inventory decreased year over year by $12.4 million in 2016 due primarily to better inventory management. Inventory days, which is the measure of the average number of days goods remain in inventory before being sold, decreased from 16 days at December 31, 2015, to 13 days at December 31, 2016. Operating cash in 2015 was primarily generated by net income before depreciation and amortization and an increase in accounts payable offset by increases in accounts receivable and inventory. Operating cash in 2014 was primarily generated by net income before depreciation and amortization partially offset by increases in accounts receivable and inventory.

At December 31, 2016, we had $177.9 million in outstanding accounts payable. Such accounts are generally paid within 30 days of incurrence, or earlier when favorable cash discounts are offered. This balance will be financed by cash flows from operations or short-term borrowings under the line of credit. This amount includes $33.1 million payable to two financial institutions under inventory trade credit agreements we use to finance our purchase of certain inventory, secured by the inventory which is financed. We believe we will be able to meet our obligations under our accounts payable with cash flows from operations and our existing line of credit.

Cash used for investing activities increased $42.1 million in 2016, compared to 2015 due to our acquisitions of Softmart, Inc. and GlobalServe, Inc. Cash used to purchase property and equipment less proceeds from the sale of equipment amounted to $11.9 million in 2016, compared to $12.3 million in 2015, and $7.6 million in 2014, respectively. These expenditures were primarily related to capitalized internally-developed software in connection with the investments in our IT infrastructure, and in 2015, included our investment in a distribution center. The acquisitions of Softmart and GlobalServe represented a net use of cash of $31.9 million and $11.1 million, respectively, for the year ended December 31, 2016.

Cash used for financing activities decreased $10.9 million in 2016, compared to 2015. Financing uses of cash included dividends of $10.6 million declared in December 2015 and paid in January 2016. Cash provided by financing activities in 2015 related primarily to proceeds of $0.9 million from the issuance of stock under our employee stock purchase plan. Financing uses of cash included dividends of $10.5 million in 2014. In January 2017, the Company paid a dividend of $9.0 million which was declared in December 2016.

Debt Instruments, Contractual Agreements, and Related Covenants

Below is a summary of certain provisions of our credit facilities and other contractual obligations. For more information about the restrictive covenants in our debt instruments and inventory financing agreements, see "Factors Affecting Sources of Liquidity" below. For more information about our obligations, commitments, and contingencies, see our consolidated financial statements and the accompanying notes included in this annual report.

Bank Line of Credit. Our bank line of credit extends until February 2022 and is collateralized by our accounts receivable. Our borrowing capacity is up to $50.0 million at the one-month London Interbank Offered Rate, or LIBOR, plus a spread based on our funded debt ratio, or in the absence of LIBOR, the prime rate (3.75% at December 31, 2016). The one-month LIBOR rate at December 31, 2016 was 0.77%. In addition, we have the option to increase the facility by an additional $30.0 million to meet additional borrowing requirements. Our credit facility is subject to certain covenant requirements which are described below under "Factors Affecting Sources of Liquidity." We did not have any borrowings under the credit facility during the year ended December 31, 2016.

In February of 2017, we renewed our credit facility, extending the expiration date to February 10, 2022, at which time any amounts outstanding become due. The credit facility was renewed with substantially the same terms and conditions as with the preceding agreement.

Cash receipts are automatically applied against any outstanding borrowings. Any excess cash on account may either remain on account to generate earned credits to offset up to 100% of cash management fees, or may be invested in short-term qualified investments. Borrowings under the line of credit are classified as current. At December 31, 2016, the entire $50.0 million facility was available for borrowing.

Trade Credit Agreements. We have additional security agreements with two financial institutions to facilitate the purchase of inventory from various suppliers under certain terms and conditions. These agreements allow a collateralized first position in certain branded products in our inventory that were financed by these two institutions. Although the agreements provide for up to 100% financing on the purchase price of these products, up to an aggregate of $65.0 million, any outstanding financing must be fully secured by available inventory. We do not pay any interest or discount fees on such inventory. The related costs are borne by the suppliers as an incentive for us to purchase their products. Amounts outstanding under such facilities, which equaled $33.1 million in the aggregate as of December 31, 2016, are recorded in accounts payable. The inventory financed is classified as inventory on the consolidated balance sheet.

Contractual Obligations. The following table sets forth information with respect to our long-term obligations payable in cash as of December 31, 2016 (in thousands):

	Payments Due By Period				
	Total	Less Than 1 Year	1 – 3 Years	3 – 5 Years	More Than 5 Years
Contractual Obligations:					
Operating lease obligations [1]	$ 17,910	4,454	6,350	3,808	3,298

(1) Excluding taxes, insurance, and common area maintenance charges.

Due to the uncertainty with respect to the timing of future cash flows associated with our unrecognized tax benefits at December 31, 2016, we are unable to make reasonably reliable estimates of the period of cash settlement with the respective taxing authority. Therefore, $1.0 million of unrecognized tax benefits, including interest and penalties, have been excluded from the contractual obligations table above. See Note 9 to the Consolidated Financial Statements for a discussion on income taxes.

Operating Leases. We lease facilities from our principal stockholders and facilities from third parties under non-cancelable operating leases. Certain leases require us to pay real estate taxes, insurance, and common area maintenance charges.

Off-Balance Sheet Arrangements. We do not have any other off-balance sheet arrangements that have or are reasonably likely to have, a current or future material effect on our financial condition, changes in financial condition, results of operations, liquidity, capital expenditures, or capital resources that is material to investors.

Factors Affecting Sources of Liquidity

Internally Generated Funds. The key factors affecting our internally generated funds are our ability to manage costs and fully achieve our operating efficiencies, timely collection of our customer receivables, and management of our inventory levels.

Bank Line of Credit. Our bank line of credit extends until February 2022 and is collateralized by our accounts receivable. As of December 31, 2016, the entire $50.0 million facility was available for borrowing. Our credit facility contains certain financial ratios and operational covenants and other restrictions (including restrictions on additional debt, guarantees, and other distributions, investments, and liens) with which we and all of our subsidiaries must comply. Any failure to comply with these covenants would constitute a default and could prevent us from borrowing additional funds under this line of credit. This credit facility contains two financial tests:

- The funded debt ratio (defined as the average outstanding advances under the line for the quarter, divided by the consolidated Adjusted EBITDA for the trailing four quarters) must not be more than 2.0 to 1.0. We did not have any outstanding borrowings under the credit facility during the fourth quarter of 2015, and accordingly, the funded debt ratio did not limit potential borrowings as of December 31, 2016. Future decreases in our consolidated Adjusted EBITDA, however, could limit our potential borrowings under the credit facility.

- Minimum Consolidated Net Worth must be at least $250.0 million, plus 50% of consolidated net income for each quarter, beginning with the quarter ended March 31, 2012 (loss quarters not counted). Such amount was calculated at December 31, 2016, as $353.2 million, whereas our actual consolidated stockholders' equity at this date was $433.4 million. Under our renewed credit facility, Minimum Consolidated Net Worth must be at least $346.7 million, plus 50% of consolidated net income for each quarter, beginning with the quarter ended December 31, 2016.

Trade Credit Agreements. These agreements contain similar financial ratios and operational covenants and restrictions as those contained in our bank line of credit described above. Such agreements also contain cross-default provisions whereby a default under the bank agreement would also constitute a default under these agreements. Financing under these agreements is limited to the purchase of specific branded products from authorized suppliers, and amounts outstanding must be fully collateralized by inventories of those products on hand. The net amount outstanding under such agreements as of December 31, 2016 was $33.1 million.

Capital Markets. Our ability to raise additional funds in the capital market depends upon, among other things, general economic conditions, the condition of the information technology industry, our financial performance and stock price, and the state of the capital markets.

APPLICATION OF CRITICAL ACCOUNTING POLICIES AND ESTIMATES

A “critical accounting policy” has been defined as one that is both important to the portrayal of the registrant’s financial condition and results and requires management’s most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Further, “critical accounting policies” are those that are reflective of significant judgments and uncertainties, and potentially result in materially different results under different assumptions and conditions.

We believe that our accounting policies described below fit the definition of “critical accounting policies.”

Revenue Recognition

Revenue on product sales is recognized at the point in time when persuasive evidence of an arrangement exists, the price is fixed or determinable, delivery has occurred, and there is a reasonable assurance of collection of the sales proceeds. We generally obtain oral or written purchase authorizations from our customers for a specified amount of product at a specified price. Because we either (i) have a general practice of covering customer losses while products are in-transit despite title transferring at the point of shipment or (ii) have FOB–destination shipping terms specifically set out in our arrangements with federal agencies and certain commercial customers, delivery is deemed to have occurred at the point in time when the product is received by the customer. We use product delivery information regarding shipments at or near the end of the reporting period to estimate the products that have not reached the destination and recognize those revenues in the following period. This process requires us to make estimates of product that is in transit at the reporting date. These estimates are derived from current and historic shipping documentation and the volume of sales. The impact of the deferral of these revenues has not been material in the periods presented.

We provide our customers with a limited thirty-day right of return generally limited to defective merchandise. Revenue is recognized at delivery and a reserve for sales returns is recorded. We make reasonable and reliable estimates of product returns based on significant historical experience and record our sales reserves as a reduction of revenues and either as offsets to accounts receivable or, for customers who have already paid, as offsets to accrued expenses. At December 31, 2016, we recorded sales reserves of $3.7 million and $0.2 million as components of accounts receivable and accrued expenses, respectively. At December 31, 2015, we recorded sales reserves of $3.2 million and $0.2 million as components of accounts receivable and accrued expenses, respectively.

All amounts billed to a customer in a sales transaction related to shipping and handling, if any, represent revenues earned for the goods provided, and these amounts have been classified as “net sales.” Costs related to such shipping and handling billings are classified as “cost of sales.” Sales are reported net of sales, use, or other transaction taxes that are collected from customers and remitted to taxing authorities.

We use our own engineering personnel in projects involving the design and installation of systems and networks, and we also engage third-party service providers to perform warranty maintenance, implementations, asset disposals, and other services. This service revenue represents a small percentage of our consolidated revenue. We evaluate such engagements to determine whether we or the third party assumes the general risk and reward of ownership in these transactions. For those transactions in which we do not assume the risk and reward but instead act as an agent, we recognize the transaction revenue on a net basis. Under net sales recognition, the cost of the third party is recorded as a reduction to the selling price, resulting in net sales being equal to the gross profit on the transaction. In those engagements in which we are the principal and primary obligor, we report the sale on a gross basis, and the cost of the service provider is recognized in cost of goods sold.

Similarly, we recognize revenue from agency sales transactions on a net sales basis. In agency sales transactions, we facilitate product sales by equipment and software manufacturers directly to our customers and receive agency, or referral, fees for such transactions. We do not take title to the products or assume any maintenance or return obligations in these transactions; title is passed directly from the supplier to our customer.

Amounts recognized on a net basis included in net sales for such third-party services and agency sales transactions were $30.2 million, $24.2 million, and $25.7 million for the years ended December 31, 2016, 2015, and 2014, respectively.

In certain revenue arrangements, our contracts require that we provide multiple units of hardware, software, or services deliverables. Under these multiple-element arrangements, each service performed and product delivered is considered a separate deliverable and qualifies as a separate unit of accounting. For multiple element arrangements, we allocate revenue based on vendor-specific objective evidence of fair value of the underlying services and products. If we were to enter into a multiple element arrangement in which vendor-specific objective evidence was not available, we would utilize third-party evidence to allocate the selling price. If neither vendor-specific objective evidence nor third-party evidence was available, we would estimate the selling price based on market price and company specific factors. Revenue is recognized when the product or service is delivered, consistent with our general revenue recognition policy.

Accounts Receivable

We perform ongoing credit evaluations of our customers and adjust credit limits based upon payment history and customers' current creditworthiness. Our allowance is generally computed by (1) applying specific percentage reserves on accounts that are past due, and (2) specifically reserving for customers known to be in financial difficulty. Therefore, if the financial condition of certain of our customers were to deteriorate, or if we noted there was a lengthening of the timing of the settlement of receivables that was symptomatic of a general deterioration in the ability of our customers to pay, we would have to increase our allowance for doubtful accounts. This would negatively impact our earnings. Our cash flows would be impacted to the extent that receivables could not be collected.

In addition to accounts receivable from customers, we record receivables from our vendors/suppliers for cooperative advertising, price protection, supplier reimbursements, rebates, and other similar arrangements. A portion of such receivables is estimated based on information available from our vendors at discrete points in time. While such estimates have historically approximated actual cash received, a change in estimates could give rise to a reduction in the receivable. This could negatively impact our earnings and our cash flows.

Considerable judgment is used in assessing the ultimate realization of customer receivables and vendor/supplier receivables, including reviewing the financial stability of a customer, vendor information, and gauging current market conditions. If our evaluations are incorrect, we may incur additional charges in the future on our consolidated statements of income. Our trade receivables are charged off in the period in which they are deemed uncollectible. Recoveries of trade receivables previously charged are recorded when received. Write offs of customer and vendor receivables totaled $0.3 million in 2016, and $1.0 million in 2015.

Vendor Allowances

We receive allowances from merchandise vendors for price protections, discounts, product rebates, and other programs. These allowances are treated as a reduction of the vendor's prices and are recorded as adjustments to cost of sales or inventory, as applicable. We also receive vendor co-op advertising funding for our catalogs and other programs. Vendors have the ability to place advertisements in the catalogs or fund other advertising activities for which we receive advertising allowances. These vendor allowances, to the extent that they represent specific reimbursements of incremental and identifiable costs, are offset against SG&A expense on the consolidated statements of income. Advertising allowances that cannot be associated with a specific program funded by an individual vendor or that exceed the fair value of advertising expense associated with that program are classified as offsets to cost of sales or inventory. Our vendor partners generally consolidate their funding of advertising and other marketing programs, and as a result, we classify substantially all vendor allowances as a reduction of cost of inventory purchases rather than a reduction of advertising expense.

Inventories

Inventories (all finished goods) consisting of software packages, computer systems, and peripheral equipment are stated at cost (determined under a weighted-average cost method which approximates the first-in, first-out method) or market, whichever is lower. Inventory quantities on hand are reviewed regularly, and provisions are made for obsolete, slow moving, and non-saleable inventory, based primarily on management's forecast of customer demand for those products in inventory. The IT industry is characterized by rapid technological change and new product development that could result in increased obsolescence of inventory on hand. Increased obsolescence or decreased customer demand beyond management's expectations could require additional provisions, which could negatively impact our earnings. Our obsolescence charges have ranged between $4.0 million and $5.3 million per annum. Historically, there have been no unusual charges precipitated by specific technological or forecast issues.

Value of Goodwill and Long-Lived Assets, Including Intangibles

We carry a variety of long-lived assets on our consolidated balance sheet. These are all currently classified as held for use. These include property and equipment, identifiable intangibles, and goodwill. An impairment review is undertaken on (1) an annual basis for goodwill and an indefinite-lived intangible; and (2) on an event-driven basis for all long-lived assets when facts and circumstances suggest that cash flows from such assets may be diminished. We have historically reviewed the carrying value of all these assets based partly on our projections of anticipated cash flows. These projections are, in part, dependent upon anticipated market conditions, operational performance, and legal status. Any impairment charge that is recorded negatively impacts our earnings. Cash flows are generally not impacted by an impairment charge.

We complete our annual impairment test of goodwill and the indefinite-lived domain name on the first day of each year. The two-step quantitative test for goodwill requires, under the first step, that we determine the fair value of the reporting unit holding goodwill and compare it to the reporting unit's carrying value. We determine the fair value of a reporting unit by preparing a discounted cash flow analysis using projections of the reporting unit's future operating results, as well as consideration of market valuation approaches.

Our Large Account and SMB segments hold $66.2 million and $7.4 million of goodwill, respectively. We concluded that the fair values of the two reporting units and the domain name each substantially exceeded the respective carrying value, and accordingly, an impairment was not identified in the annual test. While we believe that our estimates of fair value are reasonable, different assumptions regarding items such as future cash flows and the volatility inherent in markets which we serve could materially affect our valuations and result in impairment charges against the carrying values of those remaining assets in our Large Account and SMB segments. Please see Note 3, "Goodwill and Other Intangible Assets" to the Consolidated Financial Statements included in Item 8 of Part II of this report for a discussion of the significant assumptions used in our discounted cash flow analysis.

RECENTLY ISSUED FINANCIAL ACCOUNTING STANDARDS

Recently issued financial accounting standards are detailed in Note 1, "Summary of Significant Accounting Policies," in the Notes to Consolidated Financial Statements included in Item 8 of this Annual Report on Form 10-K.

INFLATION

We have historically offset any inflation in operating costs by a combination of increased productivity and price increases, where appropriate. We do not expect inflation to have a significant impact on our business in the foreseeable future.

Item 7A. Quantitative and Qualitative Disclosure About Market Risk

We invest cash balances in excess of operating requirements in short-term securities, generally with maturities of 90 days or less. In addition, our unsecured credit agreement provides for borrowings which bear interest at variable rates based on LIBOR plus a spread or the prime rate. We believe the effect, if any, of reasonably possible near-term changes in interest rates on our financial position, results of operations, and cash flows should not be material. Our credit agreement exposes earnings to changes in short-term interest rates since interest rates on the underlying obligations are variable. We did not have any borrowings against our line of credit during the year ended December 31, 2016. Accordingly, the change in earnings resulting from a hypothetical 10% increase or decrease in interest rates is not applicable.

Item 8. Consolidated Financial Statements and Supplementary Data

The information required by this Item is included in this Report beginning at page F-1.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Management's Evaluation of Disclosure Controls and Procedures

The Company's management, with the participation of the Chief Executive Officer and Interim Chief Financial Officer, evaluated the effectiveness of the Company's disclosure controls and procedures as of December 31, 2016. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. The Company's disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives as described above. Based on this evaluation, the Chief Executive Officer and Interim Chief Financial Officer concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, the Company's principal executive and principal financial officers and effected by the Company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles and includes those policies and procedures that: (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The Company's management assessed the effectiveness of the Company's internal controls over financial reporting as of December 31, 2016. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control-Integrated Framework (2013)*.

As discussed in Note 2 to the consolidated financial statements of this Annual Report on Form 10-K, we acquired substantially all of the assets Softmart, Inc. on May 27, 2016 in an asset purchase agreement, whose financial statements reflect total assets and revenue constituting 7% and 4% respectively, of the Company's consolidated financial statement amounts as of and for the year ended December 31, 2016. As a result of the timing of the acquisition and as permitted by the Securities and Exchange Commission, management has excluded internal controls at Softmart from its assessment of the internal control over financial reporting as of December 31, 2016.

Based on our assessment, management concluded that, as of December 31, 2016, the Company's internal control over financial reporting is effective based on those criteria.

The Company's Independent Registered Public Accounting Firm has issued an audit report on the Company's internal control over financial reporting as of December 31, 2016. This report appears below.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
PC Connection, Inc.
Merrimack, New Hampshire

We have audited the internal control over financial reporting of PC Connection, Inc. and subsidiaries (the "Company") as of December 31, 2016, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. As described in Management's Annual Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Softmart, which was acquired on May 27, 2016 and whose financial statements reflect total assets and revenues constituting 7% and 4%, respectively, of the consolidated financial statement amounts as of and for the year ended December 31, 2016. Accordingly, our audit did not include the internal control over financial reporting at Softmart. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedule as of and for the year ended December 31, 2016 of the Company and our report dated March 3, 2017 expressed an unqualified opinion on those financial statements and financial statement schedule.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
March 3, 2017

Changes in Internal Control over Financial Reporting

No change in the Company's internal control over financial reporting (as defined in Rule 13a – 15(f) and 15d – 15(f) under the Exchange Act) occurred during the quarter ended December 31, 2016, which has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other information

None.

PART III

Item 10. Directors, Executive Officers, and Corporate Governance

The information included under the headings, “Executive Officers of PC Connection” in Item 3 of Part I hereof and “Election of Directors,” “Information Concerning Directors, Nominees, and Executive Officers,” “Section 16(a) Beneficial Ownership Reporting Compliance,” “Code of Business Conduct and Ethics Policy,” and “Board Committees – Audit Committee” in our definitive Proxy Statement for our 2017 Annual Meeting of Stockholders to be held on May 17, 2017 (the “Proxy Statement”) is incorporated herein by reference. We anticipate filing the Proxy Statement within 120 days after December 31, 2016. With the exception of the foregoing information and other information specifically incorporated by reference into this Form 10-K, the Proxy Statement is not being filed as a part hereof.

Item 11. Executive Compensation

The information included under the headings “Executive Compensation” and “Director Compensation” in the Proxy Statement is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information included under the headings “Security Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information” in the Proxy Statement is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information included under the headings “Certain Relationships and Related Transactions” and “Director Independence” in the Proxy Statement is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information included under the heading “Principal Accounting Fees and Services” in the Proxy Statement is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) List of Documents Filed as Part of this Report:

(1) Consolidated Financial Statements

The consolidated financial statements listed below are included in this document.

(2) Consolidated Financial Statement Schedule:

The following Consolidated Financial Statement Schedule, as set forth below, is filed with this report:

All other schedules have been omitted because they are either not applicable or the relevant information has already been disclosed in the financial statements.

(3) The exhibits listed in the Exhibit Index in Item 15(b) below are filed as part of this Annual Report on Form 10-K.

(b) Exhibits

The exhibits listed below are filed herewith or are incorporated herein by reference to other filings.

EXHIBIT INDEX

Exhibits	
3.1(5)	Amended and Restated Certificate of Incorporation of Registrant, as amended.
3.2(10)	Amended and Restated Bylaws of Registrant.
4.1(1)	Form of specimen certificate for shares of Common Stock, $0.01 par value per share, of the Registrant.
9.1(1)*	Form of 1998 PC Connection Voting Trust Agreement among the Registrant, Patricia Gallup individually and as a trustee, and David Hall individually and as trustee.
10.1(1)*	Form of Registration Rights Agreement among the Registrant, Patricia Gallup, David Hall, and the 1998 PC Connection Voting Trust.
10.2(4)*	Amended and Restated 1997 Stock Incentive Plan.
10.3(21)*	Amended and Restated 2007 Stock Incentive Plan, as amended.
10.4(23)*	Amended and Restated 1997 Employee Stock Purchase Plan, as amended.
10.5(9)*	Form of Incentive Stock Option Agreement for 2007 Stock Incentive Plan.
10.6(9)*	Form of Nonstatutory Stock Option Agreement for 2007 Stock Incentive Plan.
10.7(15)*	Amended and Restated Form of Restricted Stock Agreement for Amended and Restated 2007 Stock Incentive Plan.
10.8(15)*	Form of Restricted Stock Unit Agreement for Amended and Restated 2007 Stock Incentive Plan.
10.9(17)	Form of Stock Equivalent Unit Agreement for 2007 Amended and Restated Stock Incentive Plan.
10.10(19)*	Executive Bonus Plan, as amended.
10.11(1)*	Employment Agreement, dated as of January 1, 1998, between the Registrant and Patricia Gallup.
10.12(11)*	Employment Agreement, dated as of May 12, 2008, between the Registrant and Timothy McGrath.
10.13(7)	Agreement for Inventory Financing, dated as of October 31, 2002, by and among the Registrant, Merrimack Services Corporation, GovConnection, Inc., MoreDirect, Inc., and IBM Credit Corporation.
10.14(7)	Guaranty, dated as of November 14, 2002, entered into by Registrant in connection with the Agreement for Inventory Financing, dated as of October 31, 2002, by and among the Registrant, Merrimack Services Corporation, GovConnection, Inc., MoreDirect, Inc., and IBM Credit Corporation.
10.15(7)	Guaranty, dated as of November 14, 2002, entered into by PC Connection Sales Corporation in connection with the Agreement for Inventory Financing, dated as of October 31, 2002, by and among the Registrant, Merrimack Services Corporation, GovConnection, Inc., MoreDirect, Inc., and IBM Credit Corporation.
10.16(7)	Acknowledgement, Waiver, and Amendment to Agreement for Inventory Financing, dated as of November 25, 2003, by and among the Registrant, Merrimack Services Corporation, GovConnection, Inc., MoreDirect, Inc., and IBM Credit LLC.
10.17(8)	Second Amendment, dated May 9, 2004, to the Agreement for Inventory Financing between the Registrant and its subsidiaries Merrimack Services Corporation, GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.
10.18(8)	Third Amendment, dated May 27, 2005, to the Agreement for Inventory Financing between the Registrant and its subsidiaries Merrimack Services Corporation, GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.
10.19(18)	Fourth Amendment, dated May 11, 2006, to the Agreement for Inventory Financing between the Registrant and its subsidiaries Merrimack Services Corporation, GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.
10.20(18)	Fifth Amendment, dated September 19, 2010, to the Agreement for Inventory Financing between the Registrant and its subsidiaries Merrimack Services Corporation, GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.
10.21(18)	Sixth Amendment, dated January 10, 2012, to the Agreement for Inventory Financing between the Registrant and its subsidiaries GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.
10.22	Seventh Amendment, dated July 16, 2014, to the Agreement for Inventory Financing between the Registrant and its subsidiaries GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.
10.23	Eighth Amendment, dated July 13, 2015, to the Agreement for Inventory Financing between the Registrant and its subsidiaries GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.

10.24	Ninth Amendment, dated January 4, 2017, to the Agreement for Inventory Financing between the Registrant and its subsidiaries GovConnection, Inc., and MoreDirect, Inc., and IBM Credit LLC.
10.25	Agreement for Credit, dated January 1, 2014, by and among the Registrant, and its subsidiaries PC Connection Sales Corporation, GovConnection, Inc., and MoreDirect, Inc., and Castle Pines Capital LLC.
10.26(16)	Third Amended and Restated Credit and Security Agreement, dated February 24, 2012, among Citizens Bank of Massachusetts, as lender and as agent, other financial institutions party thereto from time to time, as lenders, PC Connection, Inc., as borrower, GovConnection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., and Professional Computer Center, Inc., each as guarantors.
10.27	First Amendment, dated December 24, 2013, to the Third Amended and Restated Credit and Security Agreement, among Citizens Bank of Massachusetts, as lender and as agent, other financial institutions party thereto from time to time, as lenders, PC Connection, Inc., as borrower, GovConnection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., and Professional Computer Center, Inc., each as guarantors.
10.28(24)	Second Amendment, dated February 10, 2017, to the Third Amended and Restated Credit and Security Agreement, among Citizens Bank of Massachusetts, as lender and as agent, other financial institutions party thereto from time to time, as lenders, PC Connection, Inc., as borrower, GovConnection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., and Professional Computer Center, Inc., each as guarantors.
10.29(1)	Amended and Restated Lease between the Registrant and G&H Post, LLC, dated December 29, 1997, for property located at Route 101A, Merrimack, New Hampshire.
10.30(2)	Amendment No. 1 to Amended and Restated Lease between the Registrant and G&H Post, LLC, dated December 29, 1998, for property located at Route 101A, Merrimack, New Hampshire.
10.31(14)	Amendment No. 2 to Amended and Restated Lease between the Registrant and G&H Post, LLC, dated December 29, 1998, for property located at Route 101A, Merrimack, New Hampshire.
10.32(20)	Amendment No. 3, dated May 9, 2014, to Amended and Restated Lease between the Registrant and G&H Post, LLC, dated December 29, 1998, for property located at Route 101A, Merrimack, New Hampshire.
10.33(12)	Lease between the Merrimack Services Corporation and G&H Post LLC, dated August 11, 2008, for property located at Merrimack, New Hampshire.
10.34(22)	Lease Agreement between the Registrant and Wilmington Investors, LLC, dated August 27, 2014, for property located at 3188 Progress Way, Building 11, Wilmington, Ohio.
10.35(3)	Lease between ComTeq Federal, Inc. and Rockville Office/Industrial Associates dated December 14, 1993, for property located at 7503 Standish Place, Rockville, Maryland.
10.36(3)	First Amendment, dated November 1, 1996, to the Lease Agreement between ComTeq Federal, Inc. and Rockville Office/Industrial Associates, dated December 14, 1993, for property located in Rockville, Maryland.
10.37(3)	Second Amendment, dated March 31, 1998, to the Lease Agreement between ComTeq Federal, Inc. and Rockville Office/Industrial Associates, dated December 14, 1993, for property located in Rockville, Maryland.
10.38(3)	Third Amendment, dated August 31, 2000, to the Lease Agreement between ComTeq Federal, Inc. and Rockville Office/Industrial Associates, dated December 14, 1993, property located in Rockville, Maryland.
10.39(6)	Fourth Amendment, dated November 20, 2002, to the Lease Agreement between GovConnection, Inc. (formerly known as ComTeq Federal, Inc.) and Metro Park I, LLC (formerly known as Rockville Office/Industrial Associates), dated December 14, 1993, for property located in Rockville, Maryland.
10.40(8)	Fifth Amendment, dated December 12, 2005, to the Lease Agreement between GovConnection, Inc. and Metro Park I, LLC, dated December 14, 1993, for property located in Rockville, Maryland.
10.41(13)	Sixth Amendment, dated September 18, 2008, to the Lease Agreement between GovConnection, Inc. and Metro Park I, LLC, dated December 14, 1993, for property located in Rockville, Maryland.
10.42(17)	Seventh Amendment, dated May 21, 2012, to the Lease Agreement between GovConnection, Inc. and Metro Park I, LLC, dated December 14, 1993, for property located in Rockville, Maryland.
21.1	Subsidiaries of Registrant.
23.1	Consent of Deloitte & Touche LLP.

31.1		Certification of the Company's President and Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2		Certification of the Company's Vice President, and Interim Treasurer and Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1		Certification of the Company's President and Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2		Certification of the Company's Vice President, and Interim Treasurer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	**	XBRL Instance Document.
101.SCH	**	XBRL Taxonomy Extension Schema Document.
101.CAL	**	XBRL Taxonomy Calculation Linkbase Document.
101.LAB	**	XBRL Taxonomy Label Linkbase Document.
101.PRE	**	XBRL Taxonomy Presentation Linkbase Document.
101.DEF	**	XBRL Taxonomy Extension Definition Linkbase Document.

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(1) Incorporated by reference from the exhibits filed with the Company's registration statement (333-41171) on Form S-1 filed under the Securities Act of 1933.
(2) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on March 31, 1999.
(3) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on March 30, 2001.
(4) Incorporated by reference from exhibits filed with the Company's proxy statement pursuant to Section 14(a), File Number 0-23827, filed on April 17, 2001.
(5) Incorporated by reference from the exhibits filed with the Company's registration statement (333-63272) on Form S-4 filed under the Securities Act of 1933.
(6) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on March 31, 2003.
(7) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on March 30, 2004.
(8) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on March 30, 2006.
(9) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on August 10, 2007.
(10) Incorporated by reference from exhibits filed with the Company's current report on Form 8-K, filed on January 9, 2008.
(11) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on May 12, 2008.
(12) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on August 11, 2008.
(13) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on November 10, 2008.
(14) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on March 16, 2009.
(15) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on November 10, 2010.
(16) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on February 28, 2012.
(17) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on August 8, 2012.
(18) Incorporated by reference from exhibits filed with the Company's annual report on Form 10-K, File Number 0-23827, filed on March 4, 2013.
(19) Incorporated by reference from exhibits filed with the Company's current report on Form 8-K, filed on May 29, 2013.

(20) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on May 9, 2014.
(21) Incorporated by reference from exhibits filed with the Company's current report on Form 8-K, filed on May 27, 2014.
(22) Incorporated by reference from exhibits filed with the Company's quarterly report on Form 10-Q, filed on October 31, 2014.
(23) Incorporated by reference from exhibits filed with the Company’s current report on Form 8-K, filed on May 21, 2015.
(24) Incorporated by reference from exhibits filed with the Company’s current report on Form 8-K, filed on February 16, 2017.
* Management contract or compensatory plan or arrangement.
** Submitted electronically herewith.

Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets at December 31, 2016 and December 31, 2015, (ii) Consolidated Statements of Income for the years ended December 31, 2016, 2015, and 2014, (iii) Consolidated Statements of Changes in Stockholders’ Equity for the years ended December 31, 2016, 2015, and 2014, (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2016, 2015, and 2014, and (v) Notes to Consolidated Financial Statements.

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

PC CONNECTION, INC.

Date: March 3, 2017

By: /s/ TIMOTHY MCGRATH
Timothy McGrath
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title	Date
/s/ TIMOTHY MCGRATH **Timothy McGrath**	President and Chief Executive Officer (Principal Executive Officer)	March 3, 2017
/s/ WILLIAM SCHULZE **William Schulze**	Vice President, Interim Treasurer and Chief Financial Officer	March 3, 2017
/s/ PATRICIA GALLUP **Patricia Gallup**	Chairman of the Board	March 3, 2017
/s/ JOSEPH BAUTE **Joseph Baute**	Vice Chairman of the Board	March 3, 2017
/s/ DAVID BEFFA-NEGRINI **David Beffa-Negrini**	Director	March 3, 2017
/s/ BARBARA DUCKETT **Barbara Duckett**	Director	March 3, 2017
/s/ JACK FERGUSON **Jack Ferguson**	Director	March 3, 2017
/s/ DAVID HALL **David Hall**	Director	March 3, 2017

PC CONNECTION, INC. AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
PC Connection, Inc.
Merrimack, New Hampshire

We have audited the accompanying consolidated balance sheets of PC Connection, Inc. and subsidiaries (the "Company") as of December 31, 2016 and 2015, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2016. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of PC Connection, Inc. and subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2016, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2016, based on the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 3, 2017 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
March 3, 2017

PC CONNECTION, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(amounts in thousands, except per share data)

	December 31, 2016	December 31, 2015
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 49,180	$ 80,188
Accounts receivable, net	411,883	356,145
Inventories	90,535	102,780
Income taxes receivable	2,120	1,575
Prepaid expenses and other current assets	5,453	4,254
Deferred income taxes	—	7,909
Total current assets	559,171	552,851
Property and equipment, net	39,402	32,227
Goodwill	73,602	51,276
Other intangibles, net	12,586	1,668
Other assets	1,373	1,052
Total Assets	$ 686,134	$ 639,074
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 177,862	$ 166,516
Accrued expenses and other liabilities	31,047	36,207
Accrued payroll	21,345	19,280
Total current liabilities	230,254	222,003
Deferred income taxes	19,602	21,615
Other liabilities	2,836	3,005
Total Liabilities	252,692	246,623
Commitments and Contingencies (Note 11)		
Stockholders' Equity:		
Preferred Stock, $.01 par value, 10,000 shares authorized, none issued	—	—
Common Stock, $.01 par value, 100,000 shares authorized, 28,465 and 28,353 issued, 26,609 and 26,498 outstanding at December 31, 2016 and 2015, respectively	285	284
Additional paid-in capital	111,081	109,161
Retained earnings	337,938	298,868
Treasury stock at cost, 1,856 shares at December 31, 2016 and 2015	(15,862)	(15,862)
Total Stockholders' Equity	433,442	392,451
Total Liabilities and Stockholders' Equity	$ 686,134	$ 639,074

See notes to consolidated financial statements.

PC CONNECTION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME
(amounts in thousands, except per share data)

	Years Ended December 31,		
	2016	**2015**	**2014**
Net sales	$ 2,692,592	$ 2,573,973	$ 2,463,339
Cost of sales	2,321,435	2,232,954	2,139,950
Gross profit	371,157	341,019	323,389
Selling, general and administrative expenses	290,637	262,465	251,935
Income from operations	80,520	78,554	71,454
Interest expense	(67)	(87)	(86)
Income before taxes	80,453	78,467	71,368
Income tax provision	(32,342)	(31,640)	(28,687)
Net income	$ 48,111	$ 46,827	$ 42,681
Earnings per common share:			
Basic	$ 1.81	$ 1.77	$ 1.63
Diluted	$ 1.80	$ 1.76	$ 1.61
Shares used in computation of earnings per common share:			
Basic	26,528	26,398	26,246
Diluted	26,719	26,616	26,512

See notes to consolidated financial statements.

PC CONNECTION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
(amounts in thousands)

	Common Stock		Additional Paid-	Retained	Treasury Shares		
	Shares	Amount	In Capital	Earnings	Shares	Amount	Total
Balance - January 1, 2014	28,056	$ 281	$ 104,932	$230,478	(1,856)	$(15,862)	$319,829
Issuance of common stock under stock incentive plans	49	—	356	—	—	—	356
Issuance of common stock under Employee Stock Purchase Plan	35	—	753	—	—	—	753
Stock-based compensation expense	—	—	929	—	—	—	929
Nonvested stock awards	59	1	(1)	—	—	—	—
Shares withheld for taxes paid on stock awards	—	—	(578)	—	—	—	(578)
Tax benefit from stock-based compensation	—	—	565	—	—	—	565
Dividend payment	—	—	—	(10,527)	—	—	(10,527)
Net income	—	—	—	42,681	—	—	42,681
Balance - December 31, 2014	28,199	282	106,956	262,632	(1,856)	(15,862)	354,008
Issuance of common stock under stock incentive plans	41	1	436	—	—	—	437
Issuance of common stock under Employee Stock Purchase Plan	39	—	875	—	—	—	875
Stock-based compensation expense	—	—	994	—	—	—	994
Nonvested stock awards	74	1	(1)	—	—	—	—
Shares withheld for taxes paid on stock awards	—	—	(660)	—	—	—	(660)
Tax benefit from stock-based compensation	—	—	561	—	—	—	561
Dividend declaration	—	—	—	(10,591)	—	—	(10,591)
Net income	—	—	—	46,827	—	—	46,827
Balance - December 31, 2015	28,353	284	109,161	298,868	(1,856)	(15,862)	392,451
Issuance of common stock under stock incentive plans	11	—	135	—	—	—	135
Issuance of common stock under Employee Stock Purchase Plan	39	—	961	—	—	—	961
Stock-based compensation expense	—	—	1,049	—	—	—	1,049
Nonvested stock awards	62	1	(1)	—	—	—	—
Shares withheld for taxes paid on stock awards	—	—	(737)	—	—	—	(737)
Tax benefit from stock-based compensation	—	—	513	—	—	—	513
Dividend declaration	—	—	—	(9,041)	—	—	(9,041)
Net income	—	—	—	48,111	—	—	48,111
Balance - December 31, 2016	28,465	$ 285	$ 111,081	$337,938	(1,856)	$(15,862)	$433,442

See notes to consolidated financial statements.

PC CONNECTION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(amounts in thousands)

	Years Ended December 31, 2016	2015	2014
Cash Flows from Operating Activities:			
Net income	$ 48,111	$ 46,827	$ 42,681
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	10,453	8,961	8,092
Stock-based compensation expense	1,049	994	929
Provision for doubtful accounts	360	1,097	1,383
Deferred income taxes	3,506	2,652	1,212
Loss on disposal of fixed assets	92	44	14
Excess tax benefit from exercise of equity awards	(513)	(552)	(556)
Changes in assets and liabilities:			
Accounts receivable	(33,835)	(64,215)	(11,359)
Inventories	12,401	(11,863)	(11,776)
Prepaid expenses and other current assets	(1,274)	(285)	1,829
Other non-current assets	(321)	(328)	(4)
Accounts payable	(3,012)	41,324	202
Accrued expenses and other liabilities	(3,431)	6,206	2,751
Net cash provided by operating activities	33,586	30,862	35,398
Cash Flows from Investing Activities:			
Cash paid for acquisitions	(42,990)	—	—
Purchases of property and equipment	(11,885)	(12,337)	(7,609)
Purchase of intangible assets	—	(450)	—
Proceeds from sale of equipment	—	—	13
Net cash used for investing activities	(54,875)	(12,787)	(7,596)
Cash Flows from Financing Activities:			
Dividend payment	(10,591)	—	(10,527)
Issuance of stock under Employee Stock Purchase Plan	961	875	753
Excess tax benefit from exercise of equity awards	513	552	556
Exercise of stock options	135	437	356
Payment of payroll taxes on stock-based compensation through shares withheld	(737)	(660)	(578)
Net cash (used for) provided by financing activities	(9,719)	1,204	(9,440)
(Decrease) increase in cash and cash equivalents	(31,008)	19,279	18,362
Cash and cash equivalents, beginning of year	80,188	60,909	42,547
Cash and cash equivalents, end of year	$ 49,180	$ 80,188	$ 60,909
Non-cash Investing and Financing Activities:			
Accrued capital expenditures	109	504	205
Dividend declaration	9,041	10,591	—
Supplemental Cash Flow Information:			
Income taxes paid	$ 29,740	$ 30,371	$ 24,219

See notes to consolidated financial statements.

PC CONNECTION, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share data)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

We are a national solutions provider of a wide range of information technology ("IT") solutions. We help our customers design, enable, manage, and service their IT environments. We provide IT products, including computer systems, software and peripheral equipment, networking communications, and other products and accessories that we purchase from manufacturers, distributors, and other suppliers. We also offer services involving design, configuration, and implementation of IT solutions. These services are performed by our personnel and by third-party providers. We operate through three sales segments, which serve primarily: (a) small- to medium-sized businesses, in our SMB segment, through our PC Connection Sales subsidiary, (b) large enterprise customers, in our Large Account segment, through our MoreDirect subsidiary, and (c) federal, state, and local government and educational institutions, in our Public Sector segment, through our GovConnection subsidiary.

The following is a summary of our significant accounting policies:

Principles of Consolidation

The consolidated financial statements include the accounts of PC Connection, Inc. and its subsidiaries, all of which are wholly-owned. Intercompany transactions and balances are eliminated in consolidation.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts and disclosures of assets and liabilities and the reported amounts and disclosures of revenue and expenses during the period. By nature, estimates are subject to an inherent degree of uncertainty. Actual results could differ from those estimates and assumptions.

Revenue Recognition

Revenue on product sales is recognized at the point in time when persuasive evidence of an arrangement exists, the price is fixed or determinable, delivery has occurred, and there is a reasonable assurance of collection of the sales proceeds. We generally obtain oral or written purchase authorizations from our customers for a specified amount of product at a specified price. Because we either (i) have a general practice of covering customer losses while products are in-transit despite title transferring at the point of shipment or (ii) have FOB–destination shipping terms specifically set out in our arrangements with federal agencies and certain commercial customers, delivery is deemed to have occurred at the point in time when the product is received by the customer.

We provide our customers with a limited thirty-day right of return generally limited to defective merchandise. Revenue is recognized at delivery and a reserve for sales returns is recorded. We make reasonable and reliable estimates of product returns based on significant historical experience and record our sales reserves as a reduction of revenues and either as offsets to accounts receivable or, for customers who have already paid, as offsets to accrued expenses. At December 31, 2016, we recorded sales reserves of $3,709 and $220 as components of accounts receivable and accrued expenses, respectively. At December 31, 2015, we recorded sales reserves of $3,235 and $178 as components of accounts receivable and accrued expenses, respectively.

All amounts billed to a customer in a sales transaction related to shipping and handling, if any, represent revenues earned for the goods provided, and these amounts have been classified as "net sales." Costs related to such shipping and handling billings are classified as "cost of sales." Sales are reported net of sales, use, or other transaction taxes that are collected from customers and remitted to taxing authorities.

We use our own engineering personnel in projects involving the design and installation of systems and networks, and we also engage third-party service providers to perform warranty maintenance, implementations, asset disposals, and other services. This service revenue represents a small percentage of our consolidated revenue. We evaluate such engagements to determine whether we or the third party assumes the general risk and reward of ownership in these transactions. For those transactions in which we do not assume the risk and reward but instead act as an agent, we recognize the transaction revenue on a net basis. Under net sales recognition, the cost of the third party is recorded as a reduction to the selling price, resulting in net sales being equal to the gross profit on the transaction. In those engagements in which we are the principal and primary obligor, we report the sale on a gross basis, and the cost of the service provider is recognized in cost of goods sold.

Similarly, we recognize revenue from agency sales transactions on a net sales basis. In agency sales transactions, we facilitate product sales by equipment and software manufacturers directly to our customers and receive agency, or referral, fees for such transactions. We do not take title to the products or assume any maintenance or return obligations in these transactions; title is passed directly from the supplier to our customer.

Amounts recognized on a net basis included in net sales for such third-party services and agency sales transactions were $30,234, $24,158, and $25,696 for the years ended December 31, 2016, 2015, and 2014, respectively.

In certain revenue arrangements, our contracts require that we provide multiple units of hardware, software, or services deliverables. Under these multiple-element arrangements, each service performed and product delivered is considered a separate deliverable and qualifies as a separate unit of accounting. For material multiple element arrangements, we allocate revenue based on vendor-specific objective evidence of fair value of the underlying services and products. If we were to enter into a multiple element arrangement in which vendor-specific objective evidence was not available, we would utilize third-party evidence to allocate the selling price. If neither vendor-specific objective evidence nor third-party evidence was available, we would estimate the selling price based on market price and company specific factors.

Cost of Sales and Certain Other Costs

Cost of sales includes the invoice cost of the product, direct employee and third party cost of services, direct costs of packaging, inbound and outbound freight, and provisions for inventory obsolescence, adjusted for discounts, rebates, and other vendor allowances.

Cash and Cash Equivalents

We consider all highly liquid short-term investments with original maturities of 90 days or less to be cash equivalents. The carrying value of our cash equivalents approximates fair value. The majority of payments due from credit card processors and banks for third-party credit card and debit card transactions process within one to five business days. All credit card and debit card transactions that process in less than seven days are classified as cash and cash equivalents. Amounts due from banks for credit card transactions classified as cash equivalents totaled $4,345 and $6,786 at December 31, 2016 and 2015, respectively.

Accounts Receivable

We perform ongoing credit evaluations of our customers and adjust credit limits based on payment history and customer creditworthiness. We maintain an allowance for estimated doubtful accounts based on our historical experience and the customer credit issues identified. Our customers do not post collateral for open accounts receivable. We monitor collections regularly and adjust the allowance for doubtful accounts as necessary to recognize any changes in credit exposure. Trade receivables are written off in the period in which they are deemed uncollectible. Recoveries of trade receivables previously charged are recorded when received.

Inventories

Inventories (all finished goods) consisting of software packages, computer systems, and peripheral equipment, are stated at cost (determined under a weighted-average cost method which approximates the first-in, first-out method) or market, whichever is lower. Inventory quantities on hand are reviewed regularly, and allowances are maintained for obsolete, slow moving, and nonsalable inventory.

Vendor Consideration

We receive funding from merchandise vendors for price protections, discounts, product rebates, and other programs. These allowances are treated as a reduction of the vendor's prices and are recorded as adjustments to cost of sales or inventory, as applicable. Allowances for product rebates that require certain volumes of product sales or purchases are recorded as the related milestones are probable of being met.

Advertising Costs and Vendor Consideration

Costs of producing and distributing catalogs are charged to expense in the period in which the catalogs are first circulated. Other advertising costs are expensed as incurred.

Vendors have the ability to place advertisements in our catalogs or fund other advertising activities for which we receive advertising consideration. This vendor consideration, to the extent that it represents specific reimbursements of incremental and identifiable costs, is offset against SG&A expenses. Advertising consideration that cannot be associated with a specific program or that exceeds the fair value of advertising expense associated with that program is classified as an offset to cost of sales. Our vendor partners generally consolidate their funding of advertising and other marketing programs, and accordingly, we classify substantially all vendor consideration as a reduction of cost of sales rather than a reduction of advertising expense. Advertising expense, which is classified as a component of SG&A expenses, totaled $16,083, $15,689, and $15,767, for the years ended December 31, 2016, 2015, and 2014, respectively.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation and amortization is provided for financial reporting purposes over the estimated useful lives of the assets ranging from three to seven years. Computer software, including licenses and internally developed software, is capitalized and amortized over lives ranging from three to seven years. Depreciation is recorded using the straight-line method. Leasehold improvements and facilities under capital leases are amortized over the terms of the related leases or their useful lives, whichever is shorter, whereas for income tax reporting purposes, they are amortized over the applicable tax lives.

Costs incurred to develop internal-use software during the application development stage are recorded in property and equipment at cost. External direct costs of materials and services consumed in developing or obtaining internal-use computer software and payroll-related costs for employees developing internal-use computer software projects, to the extent of their time spent directly on the project and specific to application development, are capitalized.

When events or circumstances indicate a potential impairment, we evaluate the carrying value of property and equipment based upon current and anticipated undiscounted cash flows. We recognize impairment when it is probable that such estimated future cash flows will be less than the asset carrying value.

Goodwill and Other Intangible Assets

Our intangible assets consist of (1) goodwill, which is not subject to amortization; (2) an internet domain name, which is an indefinite-lived intangible not subject to amortization; and (3) amortizing intangibles, which consist of customer lists, trade names, and certain technology licensing agreements, which are being amortized over their useful lives.

Note 3 describes the annual impairment methodology that we employ on January 1st of each year in calculating the recoverability of goodwill and non-amortizing intangibles. This same impairment test is performed at other times during the course of a year should an event occur or circumstance change that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

Recoverability of amortizing intangible assets is assessed only when events have occurred that may give rise to impairment. When a potential impairment has been identified, forecasted undiscounted net cash flows of the operations to which the asset relates are compared to the current carrying value of the long-lived assets present in that operation. If such cash flows are less than such carrying amounts, long-lived assets including such intangibles, are written down to their respective fair values.

Concentrations

Concentrations of credit risk with respect to trade account receivables are limited due to the large number of customers comprising our customer base. No single customer accounted for more than 2% of total net sales in 2016, 2015, and 2014. While no single agency of the federal government comprised more than 2% of total sales, aggregate sales to the federal government as a percentage of total net sales were 7.5%, 6.7%, and 6.5% in 2016, 2015, and 2014, respectively.

Product purchases from Ingram Micro, Inc. (“Ingram”), our largest supplier, accounted for approximately 21% of our total product purchases in 2016 and 2015, respectively, and 25% in 2014. Purchases from Synnex Corporation (“Synnex”) comprised 13%, 15%, and 13% of our total product purchases in 2016, 2015, and 2014, respectively. No other vendor supplied more than 10% of our total product purchases in 2016, 2015, or 2014. We believe that, while we may experience some short-term disruption, alternative sources for products obtained directly from Ingram and Synnex are available to us.

Products manufactured by HP represented 20% of our net sales in 2016 and 22% in both 2015 and 2014. We believe that in the event we experience either a short-term or permanent disruption of supply of HP products, such disruption would likely have a material adverse effect on our results of operations and cash flows.

Earnings Per Share

Basic earnings per common share is computed using the weighted average number of shares outstanding. Diluted earnings per share is computed using the weighted average number of shares outstanding adjusted for the incremental shares attributable to nonvested stock units and stock options outstanding, if dilutive.

The following table sets forth the computation of basic and diluted earnings per share:

	2016	2015	2014
Numerator:			
Net income	$ 48,111	$ 46,827	$ 42,681
Denominator:			
Denominator for basic earnings per share	26,528	26,398	26,246
Dilutive effect of employee stock awards	191	218	266
Denominator for diluted earnings per share	26,719	26,616	26,512
Earnings per share:			
Basic	$ 1.81	$ 1.77	$ 1.63
Diluted	$ 1.80	$ 1.76	$ 1.61

For the years ended December 31, 2016, 2015, and 2014, the following outstanding nonvested stock units and stock options were excluded from the computation of diluted earnings per share because including them would have had an anti-dilutive effect:

	2016	2015	2014
Employee stock awards	—	—	98

Comprehensive Income

We had no items of comprehensive income, other than our net income for each of the periods presented.

Recently Issued Financial Accounting Standards

On May 28, 2014, the Financial Accounting Standards Board, or the FASB, issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers," which amends the existing accounting standards for revenue recognition. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB voted to amend ASU 2014-09 by approving a one-year deferral of the mandatory effective date as well as providing the option to early adopt the standard on the original effective date. Accordingly, the Company may adopt the standard in either its first quarter of 2017 or 2018. An entity may choose to adopt the new standard either retrospectively or through a cumulative effect adjustment as of the start of the first period for which it applies the new standard. We are in the process of determining the effect that the adoption will have on our consolidated financial statements. Based on our analysis to date, we have reached the following tentative conclusions regarding the new standard and how we expect it to affect our consolidated financial statements and related disclosures:

- We expect to adopt the standard in the first quarter of 2018 and will not early adopt.
- We expect to use the full restrospective method. Such method provides that upon applying the new standard, prior periods will be retrospectively adjusted and the cumulative effect of the change recognized in the opening retained earnings as of January 1, 2016.
- We believe that since substantially all of our revenue is contractual, substantially all of our revenue falls within the scope of ASU No. 2014-09, as amended.
- As discussed above, our hardware and software revenue is generally recognized on a gross basis upon delivery. Upon adoption of the new standard, we do not expect this to change. However, we are continuing to analyze each of our material revenue streams to determine any changes that may be required under the new standard.
- As discussed above, we hold inventories not available for sale related to certain product sales transactions in which we are warehousing the product and will be deploying the product to our clients' designated locations subsequent to period-end. We are currently still evaluating the effect of the new standard on our inventories not available for sale to identify the differing performance conditions within the underlying contracts and to determine if a portion of revenue under the contracts should be recognized at an earlier point in time than we are recognizing under current accounting standards.
- We expect that our disclosures in our notes to our consolidated financial statements related to revenue recognition will be significantly expanded under the new standard.

Our analysis and evaluation of the new standard will continue through its effective date in the first quarter of 2018. A substantial amount of work remains to be completed due to the complexity of the new standard, the application of judgment, and the requirement for the use of estimates in applying the new standard, as well as the volume of our client portfolio and the related terms and conditions of our contracts that must be reviewed.

In July 2015, the FASB issued ASU 2015-11, *Simplifying the Measurement of Inventory*, which modifies existing requirements regarding measuring inventory at the lower of cost or market. Under existing standards, the market amount requires consideration of replacement cost, net realizable value (NRV), and NRV less an approximately normal profit margin. The new ASU replaces market with NRV, defined as estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. This eliminates the need to determine and consider replacement cost or NRV less an approximately normal profit margin when measuring inventory. This standard is effective for the Company prospectively beginning January 1, 2017, with early adoption permitted. We do not expect the adoption of ASU 2015-11 to have a material impact on our consolidated financial statements.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes*, to simplify the presentation of deferred income taxes. Under the new standard, both deferred tax liabilities and deferred tax assets are required to be classified as non-current on the consolidated balance sheet. ASU 2015-17 will become effective for fiscal years, and the interim periods within those years, beginning after December 15, 2016 with early adoption permitted. The Company elected to early adopt ASU 2015-17 on January 1, 2016, prospectively, as permitted, and reclassified $7,909 of current deferred tax assets to non-current liabilities upon adoption of the standard. The prior reporting period was not retroactively adjusted. The adoption of the guidance had no impact on the Company's condensed consolidated statements of income and comprehensive income.

In February 2016, the FASB issued ASU 2016-02, *Leases*. The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than twelve months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently assessing the potential impact of the adoption of ASU 2016-02 on its consolidated financial statements.

In March 2016, the FASB issued ASU 2016-09, *Compensation–Stock Compensation (Topic 718)*. The new standard simplifies several aspects of the accounting for employee share-based payment transactions, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification in the statement of cash flows. Under this guidance, a company recognizes all excess tax benefits and tax deficiencies as income tax expense or benefit in the income statement. This change eliminates the notion of the additional paid-in capital pool and reduces the complexity in accounting for excess tax benefits and tax deficiencies. The new standard is effective for public companies for annual reporting periods beginning after December 15, 2016, including interim periods within those annual reporting periods, however, early adoption is allowed. We do not expect the adoption of ASU 2016-09 to have a material impact on our consolidated financial statements

In January 2017, the FASB issued ASU 2017-04, which simplifies the accounting for goodwill impairments by eliminating step two from the goodwill impairment test. Instead, if the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. ASU 2017-04 also clarifies the requirements for excluding and allocating foreign currency translation adjustments to reporting units related to an entity's testing of reporting units for goodwill impairment and clarifies that an entity should consider income tax effects from any tax deductible goodwill on the carrying amount of the reporting unit when measuring the goodwill impairment loss, if applicable. ASU 2017-04 is effective for us beginning January 1, 2020 for both interim and annual reporting periods. We are currently assessing the potential impact of the adoption of ASC 2017-04 on our consolidated financial statements.

2. ACQUISITIONS

Softmart Acquisition

On May 27, 2016, we acquired substantially all of the assets of Softmart Inc. ("Softmart"), a global supplier of information technology and software services solutions. The purchase of Softmart is consistent with our strategy to expand our software services capabilities. Under the terms of the asset purchase agreement, we paid $31,889, net of cash acquired, and allocated the total purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the date of acquisition. The excess of the purchase price over the net assets acquired represents potential synergies from Softmart's customer base and its assembled workforce of sales representatives and software service specialists that we acquired in the transaction. This excess of purchase price over the aggregate fair values was recorded as goodwill. We incurred $357 of transaction costs in 2016 related to the acquisition which we have reported in selling, general and administrative expenses in our consolidated statement of income for the year ended December 31, 2016. The operating results of Softmart have been included in the SMB and Large Accounts segments since the acquisition date. Softmart's revenues and income from operations were not material to our consolidated results, and accordingly, we have not presented Softmart's revenues or operating results on a pro forma basis.

The following table reflects components of the net assets acquired and liabilities assumed at fair value as of the closing date.

	Purchase Price Allocation
Current assets	$ 22,812
Fixed assets	343
Goodwill	14,314
Customer relationships	11,300
Total assets acquired	48,769
Acquired liabilities	(16,252)
Net assets acquired	32,517
Less cash acquired	(628)
Purchase price at closing, net of cash acquired	$ 31,889

We recorded goodwill of $7,366 and $6,948 in our SMB and Large Account segments, respectively, and the aggregate is expected to be fully deductible for tax purposes.

GlobalServe Acquisition

On October 11, 2016, we acquired the outstanding common shares of GlobalServe, Inc. ("GlobalServe"), which has developed an internet portal tool that simplifies customers' global IT procurement. Under the terms of the stock purchase agreement, we paid $11,101, net of cash acquired. The purchase of GlobalServe allows us to service our customers' global IT needs through their OneSource internet portal with consistent delivery, reporting, pricing, and logistics. We allocated the total purchase price to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the date of acquisition and recorded the excess of purchase price over the aggregate fair values as goodwill. The initial allocation of the purchase price was based upon a preliminary valuation, and accordingly, our estimates and assumptions are subject to change as we obtain additional information during the measurement period and completion of the valuation of intangible assets. Measurement period adjustments reflect new information obtained about facts and circumstances that existed as of the acquisition date. We believe that such preliminary allocations provide a reasonable basis for estimating the fair values of assets acquired and liabilities assumed but we are waiting for additional information necessary to finalize fair value. We expect to finalize the valuation and complete the purchase price allocation as soon as practicable but no later than one year from the acquisition date. Final determination of the fair value may result in further adjustments to the values presented below. We incurred $118 of transaction costs in 2016 related to the acquisition which we have reported in selling, general and administrative expenses in our consolidated statement of income for the year ended December 31, 2016. We have included the operating results of GlobalServe in the Large Account segment since the acquisition date. GlobalServe's revenues and income from operations were not material to our consolidated results, and accordingly, we have not presented GlobalServe's revenues or operating results on a pro forma basis.

The following table reflects components of the net assets acquired and liabilities assumed at fair value as of the closing date. The fair values of the intangibles were determined through a third-party valuation using management estimates, which have not been finalized.

	Purchase Price Allocation
Current assets	$ 1,486
Fixed assets	4,609
Goodwill	8,012
Customer relationships	900
Total assets acquired	15,007
Acquired liabilities	(734)
Deferred taxes, unrecognized tax benefits	(2,390)
Net assets acquired	11,883
Less cash acquired	(782)
Purchase price at closing, net of cash acquired	$ 11,101

We recorded $8,012 of goodwill as a result of our acquisition of GlobalServe in our Large Account segment. None of the goodwill related to this acquisition will be deductible for tax purposes.

3. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

Goodwill and intangible assets with indefinite lives are subject to an annual impairment test and tested more frequently if events or circumstances occur that would indicate a potential decline in fair value. For goodwill, a two-step quantitative test is performed at a reporting unit level which requires, under the first step, that the fair value of a reporting unit is determined and compared to the reporting unit's carrying value, including goodwill. To assess the fair value of a reporting unit, both income and market valuation approaches are used. If the fair value is determined to be less than the carrying value, the second step is performed to measure the amount, if any, of the impairment.

Our annual impairment test of an indefinite-lived domain name and goodwill is set as of the first day of the year. Goodwill is held by our Large Account and SMB reporting units. The fair value of the domain name and the Large Account and SMB reporting units each substantially exceeded the respective carrying value, and accordingly, an impairment was not identified in the annual test. We also did not identify any events or circumstances that would indicate that it is more likely than not that the carrying values of the reporting unit or the domain name were in excess of the respective fair values during the year ended December 31, 2016.

To determine the fair value of our reporting units, we considered operating results and future projections, as well as changes in the Company's overall market capitalization. The significant assumptions used in our discounted cash flow analysis include: projected cash flows and profitability, the discount rate used to present value future cash flows, working capital requirements, and terminal growth rates. Cash flows and profitability assumptions include sales growth, gross margin, and SG&A growth assumptions which are generally based on historical trends. The discount rate used is a "market participant" weighted average cost of capital ("WACC"). For our computation of fair value as of January 1, 2016, we used a WACC rate of 10.9%, and estimated terminal growth rate at 5.0% and working capital requirements at 7.5% of revenues. The carrying amount of goodwill for the periods presented is detailed below:

Balance at December 31, 2015	SMB	Large Account	Public Sector	Total
Goodwill, gross	$ 1,173	$ 51,276	$ 7,634	$ 60,083
Accumulated impairment losses	(1,173)	—	(7,634)	(8,807)
Net balance	$ —	$ 51,276	$ —	$ 51,276

Balance at December 31, 2016	SMB	Large Account	Public Sector	Total
Goodwill, gross	$ 8,539	$ 66,236	$ 7,634	$ 82,409
Accumulated impairment losses	(1,173)	—	(7,634)	(8,807)
Net balance	$ 7,366	$ 66,236	$ —	$ 73,602

Intangible Assets

At December 31, 2016, our intangible assets included a domain name for $450, which has an indefinite life and is not subject to amortization. In addition, we acquired in 2016 customer relationships from our Softmart and GlobalServe acquisitions, which will be amortized on a straight-line basis over their estimated useful lives of 10 years. Our remaining intangible assets are amortized in proportion to the estimates of the future cash flows underlying the valuation of the assets. Intangible assets and related accumulated amortization are detailed below:

		December 31, 2016			December 31, 2015		
	Estimated Useful Lives	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Customer List	8	$ 3,400	$ 2,861	$ 539	$ 3,400	$ 2,499	$ 901
Tradename	5	1,190	1,111	79	1,190	873	317
Customer Relationships	10	12,200	682	11,518	—	—	—
Total Intangible Assets		$ 16,790	$ 4,654	$ 12,136	$ 4,590	$ 3,372	$ 1,218

In 2016, 2015, and 2014, we recorded amortization expense of $1,281, $735, and $901, respectively. The estimated amortization expense relating to intangible assets in each of the five succeeding years and thereafter is as follows:

For the Years Ended December 31,	
2017	$ 1,582
2018	1,441
2019	1,256
2020	1,220
2021	1,220
2022 and thereafter	5,417
	$ 12,136

4. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following:

	December 31, 2016	December 31, 2015
Trade	$ 384,709	$ 328,319
Vendor returns, consideration and other	33,020	33,064
Due from employees	173	155
Due from affiliates	—	61
Total Gross Accounts Receivable	417,902	361,599
Allowances for:		
Sales returns	(3,709)	(3,235)
Doubtful accounts	(2,310)	(2,219)
Accounts Receivable, net	$ 411,883	$ 356,145

5. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	December 31, 2016	December 31, 2015
Computer software, including licenses and internally-developed software	$ 69,006	$ 61,468
Furniture and equipment	31,218	28,663
Leasehold improvements	7,300	8,124
Total	107,524	98,255
Accumulated depreciation and amortization	(68,122)	(66,028)
Property and equipment, net	$ 39,402	$ 32,227

We recorded depreciation and amortization expense for property and equipment of $9,172, $8,226, and $7,191 in 2016, 2015, and 2014, respectively.

6. BANK BORROWINGS

We have a $50,000 credit facility collateralized by our receivables that expires February 10, 2022. This facility can be increased, at our option, to $80,000 for approved acquisitions or other uses authorized by the lender on substantially the same terms. Amounts outstanding under this facility bear interest at the one-month London Interbank Offered Rate ("LIBOR"), plus a spread based on our funded debt ratio, or in the absence of LIBOR, the prime rate (3.75% at December 31, 2016). The one-month LIBOR rate at December 31, 2016 was 0.77%. The credit facility includes various customary financial ratios and operating covenants, including minimum net worth and maximum funded debt ratio requirements, and default acceleration provisions. Funded debt ratio is the ratio of average outstanding advances under the credit facility to Adjusted EBITDA (Earnings Before Interest Expense, Taxes, Depreciation, Amortization, and Special Charges). The maximum allowable funded debt ratio under the agreement is 2.0 to 1.0. Decreases in our consolidated Adjusted EBITDA could limit our potential borrowings under the credit facility. We had no outstanding bank borrowings in 2016 or 2015, and accordingly, the entire $50,000 facility was available for borrowings under the credit facility.

In February of 2017, we renewed our credit facility, extending the expiration date to February 10, 2022, at which time any amounts outstanding become due. The credit facility was renewed with substantially the same terms and conditions as with the preceding agreement.

7. TRADE CREDIT AGREEMENTS

At December 31, 2016 and 2015, we had security agreements with two financial institutions to facilitate the purchase of inventory from various suppliers under certain terms and conditions. The agreements allow a collateralized first position in certain branded products in our inventory financed by the financial institutions up to an aggregated amount of $65,000. The cost of such financing under these agreements is borne by the suppliers by discounting their invoices to the financial institutions. We do not pay any interest or discount fees on such inventory. At December 31, 2016 and 2015, accounts payable included $33,061 and $23,044, respectively, owed to these financial institutions.

8. STOCKHOLDERS' EQUITY AND SHARE-BASED COMPENSATION

Preferred Stock

Our Amended and Restated Certificate of Incorporation (the "Restated Certificate") authorizes the issuance of up to 10,000 shares of preferred stock, $.01 par value per share (the "Preferred Stock"). Under the terms of the Restated Certificate, the Board is authorized, subject to any limitations prescribed by law, without stockholder approval, to issue by a unanimous vote such shares of Preferred Stock in one or more series. Each such series of Preferred Stock shall have such rights, preferences, privileges, and restrictions, including voting rights, dividend rights, redemption privileges, and liquidation preferences, as shall be determined by the Board. There were no preferred shares outstanding at December 31, 2016 or 2015.

Share Repurchase Authorization

In 2001, our Board of Directors authorized the spending of up to $15,000 to repurchase our common stock. We consider block repurchases directly from larger stockholders, as well as open market purchases, in carrying out our ongoing stock repurchase program.

We did not repurchase any shares in the three years ended December 31, 2016. As of December 31, 2016, we have repurchased an aggregate of 1,682 shares for $12,233 under our repurchase program, and the maximum approximate dollar value of shares that may yet be purchased under this program is $2,767. In 2014, our Board of Directors approved a new share repurchase program authorizing up to $15,000 in share repurchases. There is no fixed termination date for this new repurchase program. Purchases may be made in open-market transactions, block transactions on or off an exchange, or in privately negotiated transactions. We intend to complete the 2001 repurchase program before repurchasing shares under the new program. The timing and amount of any share repurchases will be based on market conditions and other factors.

Dividend Payments

The following table summarizes our special cash dividends declared in the three years ended December 31, 2016:

	2016	2015	2014
Dividend per share	$ 0.34	$ 0.40	$ 0.40
Stockholder record date	12/30/2016	12/29/2015	12/01/2014
Total dividend	$ 9,041	$ 10,591	$ 10,527
Payment date	1/12/2017	1/12/2016	12/15/2014

The dividends paid in January 2016 and 2017 were included in accrued expenses and other liabilities at December 31, 2015 and 2016, respectively. We have no current plans to pay additional cash dividends on our common stock in the foreseeable future, and declaration of any future cash dividends will depend upon our financial position, strategic plans, and general business conditions.

Equity Compensation Plan Descriptions

In November 1997, the Board adopted and our stockholders approved the 1997 Stock Incentive Plan (the "1997 Plan"). Under the terms of the 1997 Plan, we were authorized, for a ten-year period, to grant stock options, nonvested stock, and other stock-based awards. The 1997 Plan expired in November 2007. Under such plan, options to purchase 107 shares remained outstanding as of December 31, 2016.

In 2007, the Board adopted and our stockholders approved the 2007 Stock Incentive Plan. In 2010, the Board adopted and our stockholders approved the Amended and Restated 2007 Stock Incentive Plan (the "2007 Plan"), which among other things, extended the term of the 2007 Plan to 2020. In May 2016, our stockholders approved an amendment to the 2007 Plan, which authorized the issuance of 1,700 shares of common stock. Under the terms of the 2007 Plan, we are authorized for a ten-year period to grant options, stock appreciation rights, nonvested stock, nonvested stock units, and other stock-based awards to employees, officers, directors, and consultants. As of December 31, 2016, there were 194 shares eligible for future grants under the 2007 Plan.

1997 Employee Stock Purchase Plan

In November 1997, the Board adopted and our stockholders approved the 1997 Employee Stock Purchase Plan (the "Purchase Plan"). The Purchase Plan authorizes the issuance of common stock to participating employees. Under the Purchase Plan, as amended, our employees are eligible to purchase company stock at 95% of the purchase price as of the last business day of each six-month offering period. An aggregate of 1,138 shares of common stock has been reserved for issuance under the Purchase Plan, of which 1,067 shares have been purchased.

Accounting for Share-Based Compensation

We measure the grant date fair value of equity awards given to employees and recognize that cost, adjusted for forfeitures, over the period that services are performed. We value grants with multiple vesting periods as a single award, estimate expected forfeitures based upon historical patterns of employee turnover, and record share-based compensation as a component of SG&A expenses. In 2014 and 2016, we granted nonvested stock units. No equity awards were granted in 2015, however, in previous years both nonvested stock awards and stock options were granted.

We employ the Black-Scholes option valuation model to assess the grant date fair value of each option grant. The application of this model requires certain key input assumptions, including expected volatility, option term, and risk-free interest rates. Expected volatility is based on the historical volatility of our common stock. The expected term of an option grant is estimated using the historical exercise behavior of employees and directors. The risk-free interest rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve that corresponds most closely to the stock option's expected average life.

The following table summarizes the components of share-based compensation recorded as expense for the three years ended December 31, 2016:

	2016	2015	2014
Nonvested units	$ 1,049	$ 994	$ 946
Stock options	—	—	(17)
Pre-tax compensation expense	1,049	994	929
Tax benefit	(420)	(398)	(355)
Net effect on net income	$ 629	$ 596	$ 574

We have historically settled stock option exercises with newly issued common shares. The intrinsic value of options exercised in 2016, 2015, and 2014 was $156, $553, and $732, respectively. The following table sets forth our stock option activity in 2016:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding, January 1, 2016	168	$ 11.24	2.39	$ 1,911
Exercised	(11)	13.13		
Outstanding, December 31, 2016	157	$ 11.12	1.44	$ 2,670
Vested and expected to vest	157	$ 11.12	1.44	$ 2,670

In 2014 and 2016, we issued nonvested stock units that settle in stock and vest over periods up to fifteen years. No awards were issued in 2015. Recipients of nonvested stock units do not possess stockholder rights. The fair value of nonvested stock units is based on the end of day market value of our common stock on the grant date. The following table summarizes our nonvested stock unit activity in 2016:

	Nonvested Stock Units	
	Shares	Weighted-Average Grant Date Fair Value
Nonvested at January 1, 2016	383	$ 16.45
Granted	117	24.72
Vested	(90)	12.62
Canceled	(56)	21.62
Nonvested at December 31, 2016	354	19.34

The weighted-average grant-date fair value of nonvested stock units granted in 2014 was $22.50. No awards were granted in 2015. The total fair value of nonvested stock units that vested in 2016, 2015, and 2014 was $2,348, $2,287, and $1,854, respectively. Unearned compensation cost related to the nonvested portion of outstanding nonvested stock units was $6,037 as of December 31, 2016, and is expected to be recognized over a weighted-average period of approximately 7.7 years.

Stock Equivalent Units

We have also issued stock equivalent units, ("SEUs"), which settle in cash and vest ratably over four years. The fair value of these liability awards is based on the closing market price of our common stock, and is remeasured at the end of each reporting period until the SEUs vest. We report the compensation as a component of SG&A expense and the related liability as accrued payroll on the consolidated balance sheets.

	2016	2015	2014
Units issued	23	95	99
Compensation expense	$ 1,973	$ 2,054	$ 1,428

9. INCOME TAXES

The provision for income taxes consisted of the following:

	Years Ended December 31,		
	2016	2015	2014
Current:			
Federal	$ 23,923	$ 23,872	$ 22,612
State	4,913	5,116	4,863
Total current	28,836	28,988	27,475
Deferred:			
Federal	2,920	2,220	991
State	586	432	221
Total deferred	3,506	2,652	1,212
Net provision	$ 32,342	$ 31,640	$ 28,687

The components of the deferred taxes at December 31, 2016 and 2015 are as follows:

	2016	2015
Deferred tax assets:		
Provisions for doubtful accounts	$ 751	$ 879
Inventory costs capitalized for tax purposes	157	177
Inventory valuation reserves	331	652
Sales return reserves	218	190
Deductible expenses, primarily employee-benefit related	745	713
Accrued compensation	2,662	2,999
State tax liability	110	235
Revenue deferral	565	797
Other	1,076	1,276
Compensation under non-statutory stock option agreements	499	565
State tax loss carryforwards	618	505
Federal benefit for uncertain state tax positions	480	641
Total gross deferred tax assets	8,212	9,629
Less: Valuation allowance	(485)	(383)
Net deferred tax assets	7,727	9,246
Deferred tax liabilities:		
Goodwill and other intangibles	(17,776)	(15,868)
Property and equipment	(9,553)	(7,084)
Total gross deferred tax liabilities	(27,329)	(22,952)
Net deferred tax liability	$ (19,602)	$ (13,706)
Current deferred tax assets	$ —	$ 7,909
Noncurrent deferred tax liability	(19,602)	(21,615)
Net deferred tax liability	$ (19,602)	$ (13,706)

We have state net operating loss carryforwards aggregating $951 at December 31, 2016 representing state tax benefits, net of federal taxes, of approximately $618. These loss carryforwards are subject to between five, fifteen, and twenty-year carryforward periods, with $8 expiring after 2017, $6 expiring after 2018, $5 expiring after 2019, $2 expiring after 2021, and $927 expiring beyond 2022. We have provided valuation allowances of $485 and $383 at December 31, 2016 and 2015, respectively, against the state tax loss carryforwards, representing the portion of carryforward losses that we believe are not likely to be realized. The net change in the total valuation allowance reflects a $102, $70, and $64 increase in 2016, 2015, and 2014, respectively. The valuation allowance was increased in 2016, 2015, and 2014 to offset the corresponding increase to the deferred tax asset associated with state net operating loss carryforwards.

A reconciliation of our 2016, 2015, and 2014 income tax provision to total income taxes at the statutory federal tax rate is as follows:

	2016	2015	2014
Federal income taxes, at statutory tax rate	$ 28,159	$ 27,463	$ 24,979
State income taxes, net of federal benefit	3,947	3,962	3,459
Nondeductible expenses	602	538	503
Other–net	(366)	(323)	(254)
Tax provision	$ 32,342	$ 31,640	$ 28,687

We file one consolidated U.S. Federal income tax return that includes all of our subsidiaries as well as several consolidated, combined, and separate company returns in many U.S. state tax jurisdictions. The Internal Revenue Service completed its review of the income tax return for the 2012 tax year with no changes to the reported tax. The tax years 2012-2015 remain open to examination by the major state taxing jurisdictions in which we file. The tax years 2013-2015 remain open to examination by the Internal Revenue Service.

A reconciliation of unrecognized tax benefits for 2016, 2015, and 2014, is as follows:

	2016	2015	2014
Balance at January 1,	$ 869	$ 892	$ 1,008
Additions on tax positions of prior years	—	106	—
Lapses of applicable statute of limitations	(185)	(129)	(116)
Balance at December 31,	$ 684	$ 869	$ 892

We recognize interest and penalties related to unrecognized income tax benefits as a component of income tax expense, and the corresponding accrual is included as a component of our liability for unrecognized income tax benefits. During the years ended December 31, 2016, 2015, and 2014, we recognized interest and penalties totaling $62, $110, and $80, respectively. At December 31, 2016 and 2015, accrued interest aggregated $693 and $967, respectively, and accrued penalties aggregated $171 and $218, respectively. As of December 31, 2016 and 2015, all unrecognized tax benefits and the related interest and penalties, if recognized, would favorably affect our effective tax rate.

We do not anticipate that total unrecognized tax benefits will change significantly due to the settlement of audits, expiration of statutes of limitations, or other reasons in the next twelve months.

10. EMPLOYEE BENEFIT PLAN

We have a contributory profit-sharing and employee savings plan covering all qualified employees. No contributions to the profit-sharing element of the plan were made by us in 2016, 2015, or 2014. We made matching contributions to the employee savings element of such plan of $2,320, $2,034, and $1,873 in 2016, 2015, and 2014, respectively.

11. COMMITMENTS AND CONTINGENCIES

Operating Leases

We lease our corporate headquarters and an adjacent office facility from an entity controlled by our principal stockholders. The five-year operating lease for our corporate headquarters ends November 30, 2018 and has an option to renew for an additional five-year term. The operating lease for the adjacent facility began in August 2008 and has a ten-year term with the option to renew for two additional two-year terms. We also lease several other buildings from our principal stockholders on a month-to-month basis. We believe that the above operating lease transactions were consummated on terms comparable to terms we could have obtained with unrelated third parties. In addition, we lease offices from unrelated parties with remaining terms of one to ten years.

Future aggregate minimum annual lease payments under these leases at December 31, 2016 are as follows:

Year Ended December 31,	Related Parties	Others	Total
2017	$ 1,511	$ 2,943	$ 4,454
2018	1,299	2,776	4,075
2019	—	2,275	2,275
2020	—	2,321	2,321
2021	—	1,487	1,487
2022 and thereafter	—	3,298	3,298

Total rent expense aggregated $4,753, $4,904, and $4,322 for the years ended December 31, 2016, 2015, and 2014, respectively, under the terms of the operating leases described above. Such amounts included $1,640, $1,633, and $1,639 in 2016, 2015, and 2014, respectively, paid to related parties.

Contingencies

We are subject to various legal proceedings and claims, including patent infringement claims, which have arisen during the ordinary course of business. In the opinion of management, the outcome of such matters is not expected to have a material effect on our business, financial position, results of operations, or cash flows.

We record a liability when we believe that a loss is both probable and reasonably estimable. On a quarterly basis, we review each of these legal proceedings to determine whether it is probable, reasonably possible, or remote that a liability has been incurred and, if it is at least reasonably possible, whether a range of loss can be reasonably estimated. Significant judgment is required to determine both the likelihood of there being a loss and the estimated amount of such loss. Until the final resolution of such matters, there may be an exposure to loss in excess of the amount recorded, and such amounts could be material. We expense legal fees in the period in which they are incurred.

We are subject to audits by states on sales and income taxes, unclaimed property, employment matters, and other assessments. While management believes that known and estimated liabilities have been adequately provided for, it is too early to determine the ultimate outcome of such audits, which could be assessed, and such outcomes could have a material negative impact on our financial position, results of operations, and cash flows.

12. OTHER RELATED-PARTY TRANSACTIONS

As described in Note 11, we lease certain facilities from related parties. Other related-party transactions include the transactions summarized below. Related parties consist primarily of affiliated companies related to us through common ownership.

	2016	2015	2014
Revenue:			
Sales of services to affiliated companies	$ 159	$ 177	$ 118

13. SEGMENT AND RELATED DISCLOSURES

The internal reporting structure used by our chief operating decision maker ("CODM") to assess performance and allocate resources determines the basis for our reportable operating segments. Our CODM is our Chief Executive Officer, and he evaluates operations and allocates resources based on a measure of operating income.

Our operations are organized under three reporting segments—the SMB segment, which serves primarily small- and medium-sized businesses; the Large Account segment, which serves primarily medium-to-large corporations; and the Public Sector segment, which serves primarily federal, state, and local government and educational institutions. In addition, the Headquarters/Other group provides services in areas such as finance, human resources, information technology, marketing, and product management. Most of the operating costs associated with the Headquarters/Other group functions are charged to the operating segments based on their estimated usage of the underlying functions. We report these charges to the operating segments as "Allocations." Certain headquarters costs relating to executive oversight and other fiduciary functions that are not allocated to the operating segments are included under the heading of Headquarters/Other in the tables below.

In May 2016, we acquired Softmart, a global supplier of information technology and software services solutions. We have included the operating results for Softmart in our SMB and Large Account segments from May 27, 2016, the closing date of the acquisition. The external sales and operating results of Softmart since the date of acquisition were immaterial to our consolidated results.

In October 2016, we acquired GlobalServe, which has developed a industry-leading tool that simplifies customers' global IT procurement. We have included the operating results for GlobalServe in our Large Account segment from October 11, 2016, the closing date of the acquisition. The external sales and operating results of GlobalServe since the date of acquisition were immaterial to our consolidated results.

Net sales presented below exclude inter-segment product revenues. Segment information applicable to our reportable operating segments for the years ended December 31, 2016, 2015, and 2014 is shown below:

	Years Ended December 31,		
	2016	2015	2014
Net sales:			
SMB	$ 1,091,182	$ 1,040,586	$ 1,037,620
Large Account	1,011,990	961,013	850,796
Public Sector	589,420	572,374	574,923
Total net sales	$ 2,692,592	$ 2,573,973	$ 2,463,339
Operating income (loss):			
SMB	$ 41,596	$ 42,855	$ 39,608
Large Account	42,504	41,234	39,229
Public Sector	8,561	6,879	3,621
Headquarters/Other	(12,141)	(12,414)	(11,004)
Total operating income	80,520	78,554	71,454
Interest expense	(67)	(87)	(86)
Income before taxes	$ 80,453	$ 78,467	$ 71,368
Selected operating expense:			
Depreciation and amortization:			
SMB	$ 425	$ 24	$ 5
Large Account	1,784	1,297	1,368
Public Sector	160	156	124
Headquarters/Other	8,084	7,484	6,595
Total depreciation and amortization	$ 10,453	$ 8,961	$ 8,092
Total assets:			
SMB	$ 240,665	$ 207,147	
Large Account	361,431	320,633	
Public Sector	95,278	73,374	
Headquarters/Other	(11,240)	37,920	
Total assets	$ 686,134	$ 639,074	

The assets of our operating segments presented above consist primarily of accounts receivable, intercompany receivable, goodwill, and other intangibles. Goodwill of $66,236 and $7,366 is held by our Large Account and SMB segments, respectively, for the year ended December 31, 2016. Assets reported under the Headquarters/Other group are managed by corporate headquarters, including cash, inventory, and property and equipment. Total assets for the Headquarters/Other group are presented net of intercompany balances eliminations of $49,937 and $36,752 for the years ended December 31, 2016 and 2015, respectively. Our capital expenditures consist largely of IT hardware and software purchased to maintain or upgrade our management information systems. These systems serve all of our subsidiaries, to varying degrees, and as a result, our CODM does not evaluate capital expenditures on a segment basis.

Substantially, all of our sales in 2016, 2015, and 2014 were made to customers located in the United States. Shipments to customers located in foreign countries were not more than 2% of total net sales in 2016, 2015, and 2014. All of our assets at December 31, 2016 and 2015 were located in the United States. Our primary target customers are SMBs, federal, state, and local government agencies, educational institutions, and medium-to-large corporate accounts. No single customer accounted for more than 2% of total net sales in 2016, 2015, or 2014. While no single agency of the federal government comprised more than 2% of total sales, aggregate sales to the federal government were 7.5%, 6.7%, and 6.5% in 2016, 2015, and 2014, respectively.

14. QUARTERLY FINANCIAL RESULTS (UNAUDITED)

The following table sets forth certain unaudited quarterly data of the Company for each of the calendar quarters in 2016 and 2015. This information has been prepared on the same basis as the annual financial statements, and all necessary adjustments, consisting only of normal recurring adjustments, have been included in the amounts stated below to present fairly the selected quarterly information when read in conjunction with the annual financial statements and the notes thereto included elsewhere in this document. The quarterly operating results are not necessarily indicative of future results of operations.

	Quarters Ended			
	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016
Net sales	$ 572,394	$ 676,165	$ 708,485	$ 735,548
Cost of sales	490,201	582,291	611,518	637,425
Gross profit	82,193	93,874	96,967	98,123
Selling, general and administrative expenses	67,029	72,864	74,522	76,222
Income from operations	15,164	21,010	22,445	21,901
Interest expense	(14)	(12)	(27)	(14)
Income before taxes	15,150	20,998	22,418	21,887
Income tax provision	(6,087)	(8,540)	(8,825)	(8,890)
Net income	$ 9,063	$ 12,458	$ 13,593	$ 12,997
Earnings per common share:				
Basic	$ 0.34	$ 0.47	$ 0.51	$ 0.49
Diluted	$ 0.34	$ 0.47	$ 0.51	$ 0.49
Weighted average common shares outstanding:				
Basic	26,499	26,501	26,542	26,569
Diluted	26,671	26,691	26,736	26,738

	Quarters Ended			
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015
Net sales	$ 581,259	$ 627,622	$ 680,769	$ 684,323
Cost of sales	503,646	544,635	592,201	592,472
Gross profit	77,613	82,987	88,568	91,851
Selling, general and administrative expenses	63,434	63,364	66,707	68,960
Income from operations	14,179	19,623	21,861	22,891
Interest expense	1	(39)	(29)	(20)
Income before taxes	14,180	19,584	21,832	22,871
Income tax provision	(5,596)	(7,955)	(8,831)	(9,258)
Net income	$ 8,584	$ 11,629	$ 13,001	$ 13,613
Earnings per common share:				
Basic	$ 0.33	$ 0.44	$ 0.49	$ 0.51
Diluted	$ 0.32	$ 0.44	$ 0.49	$ 0.51
Weighted average common shares outstanding:				
Basic	26,346	26,363	26,423	26,459
Diluted	26,593	26,616	26,622	26,632

PC CONNECTION, INC. AND SUBSIDIARIES

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS
(amounts in thousands)

Description	Balance at Beginning of Period	Charged to Costs and Expenses	Deductions/ Write-Offs	Balance at End of Period
Allowance for Sales Returns				
Year Ended December 31, 2014	$ 3,060	32,882	(32,719)	$ 3,223
Year Ended December 31, 2015	$ 3,223	30,289	(30,277)	$ 3,235
Year Ended December 31, 2016	$ 3,235	32,909	(32,435)	$ 3,709
Allowance for Doubtful Accounts				
Year Ended December 31, 2014	$ 2,265	1,383	(1,513)	$ 2,135
Year Ended December 31, 2015	$ 2,135	1,097	(1,013)	$ 2,219
Year Ended December 31, 2016	$ 2,219	360	(269)	$ 2,310

AMENDMENT #7
TO
AGREEMENT FOR INVENTORY FINANCING

This AMENDMENT #7 ("Amendment") to AGREEMENT FOR INVENTORY FINANCING is made as of July 16, 2014 by and among **PC Connection, Inc.** a corporation, duly organized under the laws of the State of Delaware ("PC Connection"), **GovConnection, Inc.**, a corporation, duly organized under the laws of the State of Maryland ("GovConnection"), and **MoreDirect, Inc.**, a corporation, duly organized under the laws of the State of Florida ("MoreDirect") (PC Connection, GovConnection and MoreDirect are referred to herein as a "Customer" or, collectively, the "Customers") and **IBM Credit LLC**, a Delaware limited liability company ("IBM Credit"). Notwithstanding the foregoing, and unless otherwise indicated, any obligation of a "Customer" or "Customers" herein shall be the joint and several obligation of PC Connection, GovConnection and MoreDirect.

RECITALS:

WHEREAS, the Customers and IBM Credit have entered into that certain Agreement for Inventory Financing dated as of October 31, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement");

WHEREAS, each of the Customers and IBM Credit desire to increase the Credit Line from Twenty-five Million Dollars ($25,000,000.00) to Thirty-five Million Dollars ($35,000,000.00); and

WHEREAS, each of the Customers and IBM Credit have agreed to modify the Agreement as more specifically set forth below, upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and IBM Credit hereby agree as follows:

Section 1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

Section 2. Amendment. The Agreement is hereby amended as follows:

A. Attachment A to the Agreement is hereby amended by deleting such Attachment A in its entirety and substituting, in lieu thereof, the Attachment A attached hereto. Such new Attachment A shall be effective as of the date specified in the new Attachment A. The changes contained in the new Attachment A include, without limitation, the following:

(i) Section 2: Fees, Rates and Repayment Terms, sub-section (A) Credit Line is amended to read as follows:

"(A) Credit Line: Thirty-five Million Dollars ($35,000,000.00)"

(ii) Section 2: Fees, Rates and Repayment Terms, sub-section (C) Inventory Insurance Amount is amended to read as follows:

"(C) Inventory Insurance Amount: Thirty-five Million Dollars ($35,000,000.00)"

Section 3. Representations and Warranties. Each Customer makes to IBM Credit the following representations and warranties all of which are material and are made to induce IBM Credit to enter into this Amendment.

Section 3.1 Accuracy and Completeness of Warranties and Representations in the Agreement. All representations made by each Customer in the Agreement were true and accurate and complete in every respect as of the date made, and, as amended by this Amendment, all representations made by each Customer in the Agreement are true, accurate and complete in every material respect as of the date hereof, and do not fail to disclose any material fact necessary to make representations not misleading.

Section 3.2 Accuracy and Completeness of Warranties and Representations in the Amendment. All representations made by each Customer in this Amendment were true and accurate and complete in every respect as of the date made, and, as amended by this Amendment, all representations made by each Customer in the Agreement are true, accurate and complete in every material respect as of the date hereof, and do not fail to disclose any material fact necessary to make misrepresentations not misleading.

Section 3.3 Violation of Other Agreements. The execution and delivery of this Amendment and the performance and observance of the covenants to be performed and observed hereunder do not violate or cause any Customer not to be in compliance with the terms of any agreement to which any Customer is a party.

Section 3.4 Litigation. Except as has been disclosed by any Customer to IBM Credit in writing, there is no litigation, proceeding, investigation or labor dispute pending or threatened against any Customer, which, if adversely determined, would materially adversely affect any Customer's ability to perform such Customer's obligations under the Agreement and the other documents, instruments and agreements executed in connection therewith or pursuant hereto.

Section 3.5 Enforceability of Amendment. This Amendment has been duly authorized, executed and delivered by each Customer and is enforceable against each Customer in accordance with its terms.

Section 4. Ratification of Agreement. Except as specifically amended hereby, all of the provisions of the Agreement shall remain unamended and in full force and effect. Each Customer hereby ratifies, confirms and agrees that the Agreement, as amended hereby, represents a valid and enforceable obligation of each Customer, and is not subject to any claims, offsets or defenses.

Section 5. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws which govern the Agreement.

Section 6. Counterparts and Electronic Copies. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Customers acknowledge that IBM Credit may maintain a copy of this Amendment in electronic form and agrees that a copy reproduced from such electronic form or other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of the undersigned as of the day and year first above written.

IBM Credit LLC		**PC Connection, Inc.**	
By:	/s/ SCOTT COLLINS	By:	/s/ JOSEPH DRISCOLL
Print Name:	Scott Collins	Print Name:	Joseph Driscoll
Title:	Credit Manager	Title:	Sr. VP, CFO & Treasurer

Gov Connection, Inc.		**MoreDirect, Inc.**	
By:	/s/ GARY ANDERSON	By:	/s/ GARY ANDERSON
Print Name:	Gary Anderson	Print Name:	Gary Anderson
Title:	Treasurer	Title:	Treasurer

ATTACHMENT A
TO
AGREEMENT FOR INVENTORY FINANCING
DATED OCTOBER 31, 2002

EFFECTIVE DATE OF THIS ATTACHMENT A: JULY 16, 2014

Section 1: LOAN PARTIES:

NAME:	ORGANIZATION NO. (Assigned by State of Org)
PC Connection, Inc.	Delaware File Number: 3149279
GovConnection, Inc.	Maryland ID Number: 03712387
MoreDirect, Inc.	Florida File Number: P9400072462

Section 2: FEES, RATES AND REPAYMENT TERMS:

(A) Credit Line: Thirty-five Million Dollars ($35,000,000.00)

(B) Borrowing Base:

(i) 100% of the Customer's inventory in the Customer's possession as of the date of determination as reflected in the Customer's most recent Collateral Management Report constituting Products (other than service parts) financed through a Product Advance by IBM Credit, so long as (i) IBM Credit has a first priority security interest in such Products; (ii) such Products are in new and unopened boxes, and (iii) the invoice date reflecting the sale of such Products by Authorized Supplier is not greater than one hundred eighty (180) days prior to the date of determination. The value to be assigned to such inventory shall be based upon the Authorized Supplier's invoice price to Customer for Products net of all applicable price reduction credits.

(C) Inventory Insurance Amount: Thirty-five Million Dollars ($35,000,000.00)

(D) Delinquency Fee Rate: Prime Rate plus 6.500%

(E) Shortfall Transaction Fee: Shortfall Amount multiplied by 0.30%

(F) Free Financing Period Exclusion Fee: For each Product Advance made by IBM Credit pursuant to Customer's financing plan where there is no Free Financing Period associated with such Product Advance there will be a fee equal to the Free Financing Period Exclusion Fee. For a 30 day payment plan when Prime Rate is 8% the Free Financing Period Exclusion Fee is 1.08% of the invoice amount. This fee will vary by .0125% with each .25% change in Prime Rate (e.g. Prime Rate of 7.25%, the charge is 1.0425% of the invoice amount). The fee accrues as of the Date of Note and is payable as stated in the billing Statement.

Section 3: FINANCIAL COVENANTS:

(A) Definitions: The following terms shall have the following respective meanings in this Attachment. All amounts shall be determined in accordance with generally accepted accounting principles (GAAP).

“Consolidated EBIT” shall mean for any period the sum of (a) Consolidated Net Income and (b) all amounts deducted in computing Consolidated Net Income in respect of (i) interest expense on Indebtedness and (ii) taxes based on or measured by income, in each case for the period under review.

“Consolidated EBITDA” shall mean the sum of (a) Consolidated EBIT, plus (b) the aggregate amount of consolidated depreciation and amortization expense plus (c) non-cash extraordinary or non-recurring losses less (d) extraordinary or non-recurring gains.

“Consolidated Net Income” shall mean, for any period, the net income (or loss), after taxes, of PC Connection and subsidiaries on a consolidated basis for such period determined in accordance with GAAP.

"Consolidated Net Worth" (the amount of owner's or stockholder's ownership in an enterprise) is equal to Consolidated Total Assets minus Consolidated Total Liabilities.

“Current” shall mean within the ongoing twelve month period.

“Current Assets” shall mean assets that are cash or expected to be expensed or become cash within the ongoing twelve months.

“Current Liabilities” shall mean payment obligations resulting from past or current transactions that require settlement within the ongoing twelve month period. All indebtedness to IBM Credit shall be considered a Current Liability for purposes of determining compliance with the Financial Covenants.

“EBITDA” shall mean, for any period (determined on a consolidated basis in accordance with GAAP), (a) the Consolidated Net Income for such period, plus (b) each of the following to the extent reflected as an expense in the determination of such Consolidated Net Income: (i) provisions for taxes based on income for such period; (ii) Interest Expense for such period; and (iii) depreciation and amortization of tangible and intangible assets for such period.

“Funded Debt Ratio”: shall mean, with respect to any fiscal quarter, the ratio of (a) the average daily outstanding Advances over such fiscal quarter under the Second Amended and Restated Credit and Security Agreement dated June 29, 2005 by and among PC Connection and its subsidiaries, inc. and Citizens Bank of Massachusetts and the other parties thereto to (b) the rolling four fiscal quarter Consolidated EBITDA (including such fiscal quarter) of Customers.

“Interest Expense” shall mean, for any period, the aggregate consolidated interest expense of PC Connection and subsidiaries during such period in respect of Indebtedness determined on a consolidated basis in accordance with GAAP, including, without limitation, amortization of original issue discount on any Indebtedness and of all fees payable in connection with the incurrence of such Indebtedness (to the extent included in interest expense), the interest portion of any deferred payment obligation and the interest component of any capital lease obligations.

“Long Term” shall mean beyond the ongoing twelve month period.

“Long Term Assets” shall mean assets that take longer than a year to be expensed or converted to cash. They are divided into four categories: tangible assets, investments, intangibles and other.

“Long Term Debt” shall mean payment obligations of indebtedness which mature more than twelve months from the date of determination, or mature within twelve months from such date but are renewable or extendible at the option of the debtor to a date more than twelve months from the date of determination.

“Revenue” shall mean the monetary expression of the aggregate of products or services transferred by an enterprise to its customers for which said customers have paid or are obligated to pay, plus other income as allowed.

"Subordinated Debt" shall mean PC Connection's indebtedness to third parties as evidenced by an executed Notes Payable Subordination Agreement in favor of IBM Credit.

"Total Assets" shall mean the total of Current Assets and Long Term Assets.

"Total Liabilities" shall mean the Current Liabilities and Long Term Debt less Subordinated Debt, resulting from past or current transactions, that require settlement in the future.

"Total Net Worth" (the amount of owner's or stockholder's ownership in an enterprise) is equal to Total Assets minus Total Liabilities.

"Working Capital" shall mean Current Assets minus Current Liabilities.

(B) PC Connection will be required to maintain the following financial ratios, percentages and amounts as of the last day of the fiscal period under review by IBM Credit:

Minimum Consolidated Net Worth: Maintain a minimum Consolidated Net Worth of (i) $150,000,000 plus (ii) on a cumulative basis, an amount equal to fifty percent (50%) of the Consolidated Net Income in each quarter thereafter, commencing with the fiscal quarter ended December 31, 2005.

Maximum Funded Debt Ratio: Maintain a Funded Debt Ratio of not greater than 2.0:1.0.

Section 4: ADDITIONAL CONDITIONS PRECEDENT PURSUANT TO SECTION 5.1H OF THE AGREEMENT:

(i) Executed Collateralized Guaranty of PC Connection Sales Corporation on behalf of the Customers;

(ii) Executed Collateralized Guaranty of PC Connection, Inc. on behalf of the Customers;

(iii) Executed Collateralized Guaranty of Professional Computer Center, Inc. on behalf of the Customers;

(iv) Executed Waiver of Landlord Lien for all premises in which a landlord has the right of levy for rent;

(v) Fiscal year-end consolidated financial statements of PC Connection together with the consolidated financial statements as of end of PC Connection's prior fiscal year audited by an independent certified public accountant;

(vi) Compiled fiscal quarter-end consolidated financial statements of PC Connection, Inc. (as of the end of PC Connection, Inc.'s prior fiscal quarter;

(vii) A Certificate of Location of Collateral whereby the Customers certify where Customers presently keep or sell Collateral;

(viii) Subordination or Intercreditor Agreements from all creditors having a lien which is superior to IBM Credit in any assets that IBM Credit relies on to satisfy the Loan Party's obligations to IBM Credit;

(ix) A Collateral Management Report in the form of as of the most recent scheduled report date;

(x) A Compliance Certificate in the form of as to PC Connection, Inc.'s compliance with the financial covenants set forth in as of the last fiscal quarter of PC Connection, Inc. for which financial statements have been published;

(xi) A Corporate Secretary's Certificate substantially in the form and substance of certifying to, among other items, the resolutions of the Loan Party's Board of Directors authorizing borrowing by each Loan Party;

(xii) Termination or release of Uniform Commercial Code filing by another creditor as required by IBM Credit;

A copy of an all-risk insurance certificate pursuant to Section 7.8(A) of the Agreement;

SCHEDULE 1, to Attachment A

AGREEMENT FOR INVENTORY FINANCING DATED October 31, 2002
EFFECTIVE DATE MAY 11, 2006

Definition: The following term shall have the following meaning in this Schedule 1, to Attachment A. All amounts shall be determined in accordance with generally accepted accounting principles (GAAP).*

*All definitions not contained herein shall have the respective meanings as set forth in Attachment A.

"Tangible Net Worth" shall mean:

Total Net Worth minus;

(a) goodwill, organizational expenses, pre-paid expenses, deferred charges, research and development expenses, software development costs, leasehold expenses, trademarks, trade names, copyrights, patents, patent applications, privileges, franchises, licenses and rights in any thereof, and other similar intangibles (but not including contract rights) and other current and non-current assets as identified in PC Connection's financial statements;

(b) all accounts receivable from employees, officers, directors, stockholders and affiliates; and

(c) all callable/redeemable preferred stock.

In order for the Flexibility Criteria to be satisfied in IBM Credit's determination, the PC Connection shall maintain the following financial ratios, percentages and amounts as of the last day of the fiscal period under review by IBM Credit**.**

(A) Revenues (annualized) greater than $500 million;

(B) Tangible Net Worth greater than $100 million; and

(C) Total Liabilities to Tangible Net Worth less than 2.0:1.0

AMENDMENT #8
TO
AGREEMENT FOR INVENTORY FINANCING

This AMENDMENT #8 ("Amendment") to AGREEMENT FOR INVENTORY FINANCING is made as of July 13, 2015 by and among PC Connection, Inc. a corporation, duly organized under the laws of the State of Delaware ("PC Connection"), GovConnection, Inc., a corporation, duly organized under the laws of the State of Maryland ("GovConnection"), and MoreDirect, Inc., a corporation, duly organized under the laws of the State of Florida ("MoreDirect") (PC Connection, GovConnection and MoreDirect are referred to herein as a "Customer" or, collectively, the "Customers") and IBM Credit LLC, a Delaware limited liability company ("IBM Credit"). Notwithstanding the foregoing, and unless otherwise indicated, any obligation of a "Customer" or "Customers" herein shall be the joint and several obligation of PC Connection, GovConnection and MoreDirect.

RECITALS:

WHEREAS, the Customers and IBM Credit have entered into that certain Agreement for Inventory Financing dated as of October 31, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"); and

WHEREAS, each of the Customers and IBM Credit have agreed to modify the Agreement as more specifically set forth below, upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and IBM Credit hereby agree as follows:

Section 1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

Section 2. Amendment. The Agreement is hereby amended as follows:

A. Attachment A to the Agreement is hereby amended by deleting such Attachment A in its entirety and substituting, in lieu thereof, the Attachment A attached hereto. Such new Attachment A shall be effective as of the date specified in the new Attachment A. The changes contained in the new Attachment A include, without limitation, the following:

(i) Section 2: Fees, Rates and Repayment Terms, sub-section (D) Delinquency Fee Rate is amended to read as follows:

“(D) Delinquency Fee Rate: Prime Rate plus 2.50%”

Section 3. Representations and Warranties. Each Customer makes to IBM Credit the following representations and warranties all of which are material and are made to induce IBM Credit to enter into this Amendment.

Section 3.1 Accuracy and Completeness of Warranties and Representations in the Agreement. All representations made by each Customer in the Agreement were true and accurate and complete in every respect as of the date made, and, as amended by this Amendment, all representations made by each Customer in the Agreement are true, accurate and complete in every material respect as of the date hereof, and do not fail to disclose any material fact necessary to make representations not misleading.

Section 3.2 Accuracy and Completeness of Warranties and Representations in the Amendment.
All representations made by each Customer in this Amendment were true and accurate and complete in every respect as of the date made, and, as amended by this Amendment, all representations made by each Customer in the Agreement are true, accurate and complete in every material respect as of the date hereof, and do not fail to disclose any material fact necessary to make misrepresentations not misleading.

Section 3.3 Violation of Other Agreements. The execution and delivery of this Amendment and the performance and observance of the covenants to be performed and observed hereunder do not violate or cause any Customer not to be in compliance with the terms of any agreement to which any Customer is a party.

Section 3.4 Litigation. Except as has been disclosed by any Customer to IBM Credit in writing, there is no litigation, proceeding, investigation or labor dispute pending or threatened against any Customer, which, if adversely determined, would materially adversely affect any Customer's ability to perform such Customer's obligations under the Agreement and the other documents, instruments and agreements executed in connection therewith or pursuant hereto.

Section 3.5 Enforceability of Amendment. This Amendment has been duly authorized, executed and delivered by each Customer and is enforceable against each Customer in accordance with its terms.

Section 4. Ratification of Agreement. Except as specifically amended hereby, all of the provisions of the Agreement shall remain unamended and in full force and effect. Each Customer hereby ratifies, confirms and agrees that the Agreement, as amended hereby, represents a valid and enforceable obligation of each Customer, and is not subject to any claims, offsets or defenses.

Section 5. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws which govern the Agreement.

Section 6. Counterparts and Electronic Copies. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Customers acknowledge that IBM Credit may maintain a copy of this Amendment in electronic form and agrees that a copy reproduced from such electronic form or other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of the undersigned as of the day and year first above written.

IBM Credit LLC		**PC Connection, Inc.**	
By:	/s/ JON COOK	By:	/s/ JOSEPH DRISCOLL
Print Name:	Jon Cook	Print Name:	Joseph Driscoll
Title:	Commercial Financing Ops Manager	Title:	CFO

Gov Connection, Inc.		**MoreDirect, Inc.**	
By:	/s/ GARY ANDERSON	By:	/s/ GARY ANDERSON
Print Name:	Gary Anderson	Print Name:	Gary Anderson
Title:	Treasurer	Title:	Treasurer

ATTACHMENT A
TO
AGREEMENT FOR INVENTORY FINANCING
DATED OCTOBER 31, 2002

EFFECTIVE DATE OF THIS ATTACHMENT A: JULY 13, 2015

Section 1: LOAN PARTIES:

NAME:	ORGANIZATION NO. (Assigned by State of Org)
PC Connection, Inc.	Delaware File Number: 3149279
GovConnection, Inc.	Maryland ID Number: 03712387
MoreDirect, Inc.	Florida File Number: P9400072462

Section 2: FEES, RATES AND REPAYMENT TERMS:

(A) Credit Line: Thirty-five Million Dollars ($35,000,000.00)

(B) Borrowing Base:

(i) 100% of the Customer's inventory in the Customer's possession as of the date of determination as reflected in the Customer's most recent Collateral Management Report constituting Products (other than service parts) financed through a Product Advance by IBM Credit, so long as (i) IBM Credit has a first priority security interest in such Products; (ii) such Products are in new and unopened boxes, and (iii) the invoice date reflecting the sale of such Products by Authorized Supplier is not greater than one hundred eighty (180) days prior to the date of determination. The value to be assigned to such inventory shall be based upon the Authorized Supplier's invoice price to Customer for Products net of all applicable price reduction credits.

(C) Inventory Insurance Amount: Thirty-five Million Dollars ($35,000,000.00)

(D) Delinquency Fee Rate: Prime Rate plus 2.50%

(E) Shortfall Transaction Fee: Shortfall Amount multiplied by 0.30%

(F) Free Financing Period Exclusion Fee: For each Product Advance made by IBM Credit pursuant to Customer's financing plan where there is no Free Financing Period associated with such Product Advance there will be a fee equal to the Free Financing Period Exclusion Fee. For a 30 day payment plan when Prime Rate is 8% the Free Financing Period Exclusion Fee is 1.08% of the invoice amount. This fee will vary by .0125% with each .25% change in Prime Rate (e.g. Prime Rate of 7.25%, the charge is 1.0425% of the invoice amount). The fee accrues as of the Date of Note and is payable as stated in the billing Statement.

Section 3: FINANCIAL COVENANTS:

(A) Definitions: The following terms shall have the following respective meanings in this Attachment. All amounts shall be determined in accordance with generally accepted accounting principles (GAAP).

“Consolidated EBIT” shall mean for any period the sum of (a) Consolidated Net Income and (b) all amounts deducted in computing Consolidated Net Income in respect of (i) interest expense on Indebtedness and (ii) taxes based on or measured by income, in each case for the period under review.

“Consolidated EBITDA” shall mean the sum of (a) Consolidated EBIT, plus (b) the aggregate amount of consolidated depreciation and amortization expense plus (c) non-cash extraordinary or non-recurring losses less (d) extraordinary or non-recurring gains.

“Consolidated Net Income” shall mean, for any period, the net income (or loss), after taxes, of PC Connection and subsidiaries on a consolidated basis for such period determined in accordance with GAAP.

"Consolidated Net Worth" (the amount of owner's or stockholder's ownership in an enterprise) is equal to Consolidated Total Assets minus Consolidated Total Liabilities.

“Current” shall mean within the ongoing twelve month period.

“Current Assets” shall mean assets that are cash or expected to be expensed or become cash within the ongoing twelve months.

“Current Liabilities” shall mean payment obligations resulting from past or current transactions that require settlement within the ongoing twelve month period. All indebtedness to IBM Credit shall be considered a Current Liability for purposes of determining compliance with the Financial Covenants.

“EBITDA” shall mean, for any period (determined on a consolidated basis in accordance with GAAP), (a) the Consolidated Net Income for such period, plus (b) each of the following to the extent reflected as an expense in the determination of such Consolidated Net Income: (i) provisions for taxes based on income for such period; (ii) Interest Expense for such period; and (iii) depreciation and amortization of tangible and intangible assets for such period.

“Funded Debt Ratio”: shall mean, with respect to any fiscal quarter, the ratio of (a) the average daily outstanding Advances over such fiscal quarter under the Second Amended and Restated Credit and Security Agreement dated June 29, 2005 by and among PC Connection and its subsidiaries, inc. and Citizens Bank of Massachusetts and the other parties thereto to (b) the rolling four fiscal quarter Consolidated EBITDA (including such fiscal quarter) of Customers.

“Interest Expense” shall mean, for any period, the aggregate consolidated interest expense of PC Connection and subsidiaries during such period in respect of Indebtedness determined on a consolidated basis in accordance with GAAP, including, without limitation, amortization of original issue discount on any Indebtedness and of all fees payable in connection with the incurrence of such Indebtedness (to the extent included in interest expense), the interest portion of any deferred payment obligation and the interest component of any capital lease obligations.

“Long Term” shall mean beyond the ongoing twelve month period.

“Long Term Assets” shall mean assets that take longer than a year to be expensed or converted to cash. They are divided into four categories: tangible assets, investments, intangibles and other.

“Long Term Debt” shall mean payment obligations of indebtedness which mature more than twelve months from the date of determination, or mature within twelve months from such date but are renewable or extendible at the option of the debtor to a date more than twelve months from the date of determination.

“Revenue” shall mean the monetary expression of the aggregate of products or services transferred by an enterprise to its customers for which said customers have paid or are obligated to pay, plus other income as allowed.

"Subordinated Debt" shall mean PC Connection's indebtedness to third parties as evidenced by an executed Notes Payable Subordination Agreement in favor of IBM Credit.

"Total Assets" shall mean the total of Current Assets and Long Term Assets.

"Total Liabilities" shall mean the Current Liabilities and Long Term Debt less Subordinated Debt, resulting from past or current transactions, that require settlement in the future.

"Total Net Worth" (the amount of owner's or stockholder's ownership in an enterprise) is equal to Total Assets minus Total Liabilities.

"Working Capital" shall mean Current Assets minus Current Liabilities.

(B) PC Connection will be required to maintain the following financial ratios, percentages and amounts as of the last day of the fiscal period under review by IBM Credit:

Minimum Consolidated Net Worth: Maintain a minimum Consolidated Net Worth of (i) $150,000,000 plus (ii) on a cumulative basis, an amount equal to fifty percent (50%) of the Consolidated Net Income in each quarter thereafter, commencing with the fiscal quarter ended December 31, 2005.

Maximum Funded Debt Ratio: Maintain a Funded Debt Ratio of not greater than 2.0:1.0.

Section 4: ADDITIONAL CONDITIONS PRECEDENT PURSUANT TO SECTION 5.1H OF THE AGREEMENT:

(i) Executed Collateralized Guaranty of PC Connection Sales Corporation on behalf of the Customers;

(ii) Executed Collateralized Guaranty of PC Connection, Inc. on behalf of the Customers;

(iii) Executed Collateralized Guaranty of Professional Computer Center, Inc. on behalf of the Customers;

(iv) Executed Waiver of Landlord Lien for all premises in which a landlord has the right of levy for rent;

(v) Fiscal year-end consolidated financial statements of PC Connection together with the consolidated financial statements as of end of PC Connection's prior fiscal year audited by an independent certified public accountant;

(vi) Compiled fiscal quarter-end consolidated financial statements of PC Connection, Inc. **(**as of the end of PC Connection, Inc.'s prior fiscal quarter;

(vii) A Certificate of Location of Collateral whereby the Customers certify where Customers presently keep or sell Collateral;

(viii) Subordination or Intercreditor Agreements from all creditors having a lien which is superior to IBM Credit in any assets that IBM Credit relies on to satisfy the Loan Party's obligations to IBM Credit;

(ix) A Collateral Management Report in the form of as of the most recent scheduled report date;

(x) A Compliance Certificate in the form of as to PC Connection, Inc.'s compliance with the financial covenants set forth in as of the last fiscal quarter of PC Connection, Inc. for which financial statements have been published;

(xi) A Corporate Secretary's Certificate substantially in the form and substance of certifying to, among other items, the resolutions of the Loan Party's Board of Directors authorizing borrowing by each Loan Party;

(xii) Termination or release of Uniform Commercial Code filing by another creditor as required by IBM Credit;

A copy of an all-risk insurance certificate pursuant to Section 7.8(A) of the Agreement;

SCHEDULE 1, to Attachment A

AGREEMENT FOR INVENTORY FINANCING DATED October 31, 2002
EFFECTIVE DATE MAY 11, 2006

Definition: The following term shall have the following meaning in this Schedule 1, to Attachment A. All amounts shall be determined in accordance with generally accepted accounting principles (GAAP).*

*All definitions not contained herein shall have the respective meanings as set forth in Attachment A.

"Tangible Net Worth" shall mean:

Total Net Worth minus;

(a) goodwill, organizational expenses, pre-paid expenses, deferred charges, research and development expenses, software development costs, leasehold expenses, trademarks, trade names, copyrights, patents, patent applications, privileges, franchises, licenses and rights in any thereof, and other similar intangibles (but not including contract rights) and other current and non-current assets as identified in PC Connection's financial statements;

(b) all accounts receivable from employees, officers, directors, stockholders and affiliates; and

(c) all callable/redeemable preferred stock.

In order for the Flexibility Criteria to be satisfied in IBM Credit's determination, the PC Connection shall maintain the following financial ratios, percentages and amounts as of the last day of the fiscal period under review by IBM Credit**.**

(A) Revenues (annualized) greater than $500 million;

(B) Tangible Net Worth greater than $100 million; and

(C) Total Liabilities to Tangible Net Worth less than 2.0:1.0

Exhibit 10.24

AMENDMENT #9
TO
AGREEMENT FOR INVENTORY FINANCING

This AMENDMENT #9 ("Amendment") to AGREEMENT FOR INVENTORY FINANCING is made as of January 4, 2017 by and among **PC Connection, Inc.** a corporation, duly organized under the laws of the State of Delaware ("PC Connection"), **GovConnection, Inc.**, a corporation, duly organized under the laws of the State of Maryland ("GovConnection") and **MoreDirect, Inc.**, a corporation, duly organized under the laws of the State of Florida ("MoreDirect") (PC Connection, GovConnection, and MoreDirect are referred to herein as a "Customer" or, collectively, the "Customers") and **IBM Credit LLC**, a Delaware limited liability company ("IBM Credit"). Notwithstanding the foregoing, and unless otherwise indicated, any obligation of a "Customer" or "Customers" herein shall be the joint and several obligation of PC Connection, GovConnection and MoreDirect.

RECITALS:

WHEREAS, the Customers and IBM Credit have entered into that certain Agreement for Inventory Financing dated as of October 31, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"); and

WHEREAS, each of the Customers and IBM Credit have agreed to modify the Agreement as more specifically set forth below, upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and IBM Credit hereby agree as follows:

Section 1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

Section 2. Amendment. The Agreement is hereby amended as follows:

B . Section 4.1 of the Agreement is hereby amended and restated in its entirety and substituting, in lieu thereof, the following new Section 4.1:

4.1. Grant. To secure Customer's full and punctual payment and performance of the Obligations (including obligations under any leases Customer may enter into, now or in the future, with IBM Credit) when due (whether at the stated maturity, by acceleration or otherwise), each Customer hereby grants IBM Credit a security interest in all of such Customer's right, title and interest in and to all of its personal property whether now owned or hereafter acquired or existing and wherever located, including the following:

(A) all good manufactured or sold by International Business Machines Corporation ("IBM") or Lexmark International, Inc. ("Lexmark") or Lenovo (United States) Inc. ("Lenovo US") or Lenovo Global Technology (United States) Inc. ("Lenovo Global Technology") or bearing the trademarks or trade names of IBM or Lexmark or Lenovo US or Lenovo Global Technology, including, inventory and equipment and all parts thereof, attachments, accessories and accessions thereto, products thereof and documents therfor, but excluding, however, each Customer's capital equipment;

(B) all price protection payments, credits, discounts, incentive payments, rebates and refunds which at any time are due to Customers with respect to or in connection with any inventory and equipment described in (A) above;

(C) all substitutions and replacements for all of the foregoing, and all products and cash proceeds of all of the foregoing and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

All of the above assets shall be collectively defined herein as the "Collateral".

Each Customer covenants and agrees with IBM Credit that: (a) the security constituted to by this Agreement is in addition to any other security from time to time held by IBM Credit; (b) the security hereby created is a continuing security interest and will cover and secure the payment of all Obligations both present and future of Customers to IBM Credit; and (c) any transfer of Collateral between GovConnection, PC Connection and MoreDirect is subject to IBM Credit's continuing security interest in the Collateral of the transferor as well as IBM Credit's continuing security interest in the Collateral of the transferee."

Section 3. Effectiveness of this Amendment. This Amendment shall become effective upon (i) the receipt by IBM Credit of this Amendment executed by each of the Customers.

Section 4. Representations and Warranties. Each Customer makes to IBM Credit the following representations and warranties all of which are material and are made to induce IBM Credit to enter into this Amendment.

Section 4.1 Accuracy and Completeness of Warranties and Representations in the Agreement. All representations made by each Customer in the Agreement were true and accurate and complete in every respect as of the date made, and, as amended by this Amendment, all representations made by each Customer in the Agreement are true, accurate and complete in every material respect as of the date hereof, and do not fail to disclose any material fact necessary to make representations not misleading.

Section 4.2 Accuracy and Completeness of Warranties and Representations in the Amendment.
All representations made by each Customer in this Amendment were true and accurate and complete in every respect as of the date made, and, as amended by this Amendment, all representations made by each Customer in the Agreement are true, accurate and complete in every material respect as of the date hereof, and do not fail to disclose any material fact necessary to make misrepresentations not misleading.

Section 4.3 Violation of Other Agreements. The execution and delivery of this Amendment and the performance and observance of the covenants to be performed and observed hereunder do not violate or cause any Customer not to be in compliance with the terms of any agreement to which any Customer is a party.

Section 4.4 Litigation. Except as has been disclosed by any Customer to IBM Credit in writing, there is no litigation, proceeding, investigation or labor dispute pending or threatened against any Customer, which, if adversely determined, would materially adversely affect any Customer's ability to perform such Customer's obligations under the Agreement and the other documents, instruments and agreements executed in connection therewith or pursuant hereto.

Section 4.5 Enforceability of Amendment. This Amendment has been duly authorized, executed and delivered by each Customer and is enforceable against each Customer in accordance with its terms.

Section 5. Ratification of Agreement. Except as specifically amended hereby, all of the provisions of the Agreement shall remain unamended and in full force and effect. Each Customer hereby ratifies, confirms and agrees that the Agreement, as amended hereby, represents a valid and enforceable obligation of each Customer, and is not subject to any claims, offsets or defenses.

Section 6. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws which govern the Agreement.

Section 7. Counterparts and Electronic Copies. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Customers acknowledge that IBM Credit may maintain a copy of this Amendment in electronic form and agrees that a copy reproduced from such electronic form or other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of the undersigned as of the day and year first above written.

IBM Credit LLC

By: /s/ JON COOK
Print Name: Jon Cook
Title: Commercial Financing Ops Manager

PC Connection, Inc.

By: /s/ GARY ANDERSON
Print Name: Gary Anderson
Title: Treasurer

Gov Connection, Inc.

By: /s/ GARY ANDERSON
Print Name: Gary Anderson
Title: Treasurer

MoreDirect, Inc.

By: /s/ GARY ANDERSON
Print Name: Gary Anderson
Title: Treasurer

Exhibit 10.25

CREDIT AGREEMENT

This Credit Agreement is effective as of January 1, 2014 (the "Effective Date") by and among CASTLE PINES CAPITAL LLC ("CPC"), a Delaware limited liability company having its chief executive office located at 116 Inverness Drive East, Suite 375, Englewood, Colorado 80112, and PC CONNECTION, INC. and PC CONNECTION SALES CORPORATION, each a Delaware corporation having their chief executive office located at 730 Milford Road, Merrimack, NH 03054, MOREDIRECT, INC., a Florida corporation having its chief executive office located at 1001 Yamato Road, Ste. 200, Boca Raton, FL 33431, and GOVCONNECTION, INC., a Maryland corporation having its chief executive office located at 7503 Standish Place, Rockville, MD (each a "Reseller" and collectively, "Resellers"). Since there is more Person who is a Reseller hereunder, the words "a Reseller", "any Reseller", "each Reseller" and "every Reseller" refer to such Person both separately and collectively, as though such Person were actually listed, and the obligations and liabilities of all such Persons hereunder are joint and several in all respects. Unless otherwise defined within this Credit Agreement, capitalized terms have the meaning set forth in Section 23, below.

1. Extensions of Credit. Subject to the terms of this Credit Agreement (this "Agreement"), CPC has made a discretionary inventory line of credit (the "Inventory Line of Credit") available to Resellers. The Inventory Line of Credit may be used to enable Resellers to purchase Inventory from CPC approved vendors (collectively, the "Vendors"). The Inventory Line of Credit is a discretionary line of credit and CPC has no obligation to make an Advance even if no Default has occurred under the terms of this Agreement. CPC may combine all of CPC's advances to Resellers or on Resellers' behalf together under this Credit Agreement or any other agreement between CPC and Resellers, together with all finance charges, fees and expenses related thereto, to make one debt owed by Resellers.

2. Financing Terms.

a. **Financed Inventory - General.** Upon the terms and conditions set forth herein, CPC may finance:

Resellers' purchases of Eligible Inventory from Vendors ("Financed Inventory"), for which payment shall be due on the Payment Due Date.

If CPC agrees to finance an item of Financed Inventory, CPC will send Resellers a TS, identifying such Financed Inventory and if not otherwise provided herein, the interest rate applicable to such Financed Inventory.

CPC may withdraw any approval to finance Inventory at any time prior to Shipment.

b. **Discretionary Nature of the Inventory Line of Credit.** This Agreement contains the terms and conditions upon which CPC presently expects to make Advances to a Reseller in the future. Each Advance shall be in CPC's sole discretion, and CPC does not need to show that an adverse change has occurred in the business operations or financial condition of any Reseller, or show that any conditions of this Agreement have not been met, in order to refuse to make an Advance.

c. **Overlines.** Reseller may request and CPC may be willing in its sole and absolute discretion to make Advances to Resellers in excess of the Inventory Line of Credit (each an "Overline" and collectively, the "Overlines"). The aggregate amount of permitted Overlines and the duration of time such Overlines may be available to Resellers shall be communicated to such Reseller via a separate written communication from CPC, the terms of which shall be incorporated herein by reference.

3. Security Interest. Resellers hereby grant to CPC a security interest in all of the Collateral as security for all Indebtedness.

4. Representations and Warranties. Each Reseller represents and warrants to CPC on the date hereof, and shall be deemed to represent and warrant to CPC on each date on which an Advance is made to such Reseller hereunder, that:

a. Reseller (i) is in good standing in the state of its organization, (ii) is qualified to transact business as a foreign organization, and is in good standing under the laws of, all jurisdictions in which it is required by applicable law to maintain such qualification and good standing except to the extent that the failure to qualify or maintain good standing could not reasonably be expected to have a Material Adverse Effect, (iii) does not conduct business under any trade styles or trade name(s) except as listed in Exhibit A attached hereto, (iv) has all the necessary authority to enter into and perform this Agreement, and such agreement and performance will not violate Reseller's Organizational Documents or any law, regulation or agreement binding upon it;

b. Reseller (i) keeps its records respecting accounts and chattel paper at its chief executive office, and (ii) maintains Collateral solely at Permitted Locations;

c. this Agreement correctly sets forth (i) each of the Resellers' true legal name, (ii) the type of each Resellers' organization, and (iii) each Resellers' state of organization;

d. all information supplied by Reseller in writing to CPC in connection with this Agreement, including all information within the Documents, regarding Accounts, financial, credit or accounting statements and application for credit, is true, correct and complete in all material respects; all financial statements furnished to CPC in connection with such application or hereunder have been prepared in accordance with GAAP and fairly present the financial condition and results of operations of Reseller as of the dates and for the period indicated herein; Reseller has no material, contingent liabilities, liabilities for taxes, unusual forward or long-term commitments, or unrealized or anticipated losses from any unfavorable commitments; there has been no Material Adverse Effect since the Effective Date;

e. all advances and other transactions shall be used by Resellers hereunder are for lawful commercial purposes;

f. Reseller has good title to all Collateral;

g. Reseller is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended;

h. there are no actions or proceedings pending or threatened against Reseller which might result in a Material Adverse Effect;

i. Reseller has provided CPC with a copy of Reseller's Organizational Documents, and will provide any subsequent amendments thereto bearing indicia of filing from the appropriate governmental authority, if applicable, and such other documents as CPC may reasonably request from time to time;

j. none of the proceeds resulting from this Agreement will be used directly or indirectly to fund a personal loan to or for the benefit of a director or executive officer of Reseller; and

k. there is no fact which Reseller has not disclosed to CPC in writing which could materially adversely affect the properties, business or financial condition of Reseller, or any of the Collateral, or which it is necessary to disclose in order to keep the foregoing representations from being misleading.

5. **Covenants**. From the date hereof and until the payment and performance in full of all of the Indebtedness, each Reseller covenants with CPC that:

a. Until sold as permitted by this Agreement, Reseller shall own all Financed Inventory and Accounts free and clear of all liens, security interests, claims and other encumbrances, whether arising by agreement or operation of law (collectively "Liens") other than (i) Liens in favor of CPC, (ii) Liens in favor of other persons with respect to which CPC shall have first consented in writing and which Liens are subject to subordination agreements acceptable to CPC, which includes Liens in favor of RBS Citizens, N.A. (iii) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings and for which Reseller maintains adequate reserves, provided the same have no priority over any of CPC's security interests, (iv) Liens arising from judgments, decrees or attachments arising from circumstances that do not constitute a Default hereunder, for which Reseller maintains adequate reserves and are inferior to any lien of CPC, (v) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of Reseller in accordance with GAAP, (vi) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being reasonably contested and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of Reseller, (vii) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any lien imposed by ERISA, (viii) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, security bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business, and (ix) other Liens not described above arising in the ordinary course of business and not having or not reasonably likely to have a Material Adverse Effect on Reseller and which are inferior to any lien of CPC (clauses (i) through (ix) above, collectively, "Permitted Liens").

b. Reseller will: (1) keep all Collateral at Permitted Locations and keep all tangible Collateral in good order, repair and operating condition and insured as required herein; (2) promptly file all tax returns required by law and promptly pay all taxes, fees, and other governmental charges for which it is liable, including without limitation all governmental charges against the Collateral; (3) permit CPC and its designees, upon reasonable advance notice, to inspect the Collateral during normal business hours and at any other time CPC deems desirable (provided, however, that upon a Default, CPC may inspect the Collateral at such times as CPC determines is necessary or desirable in its sole discretion); (4) keep complete and accurate records of its business, including inventory and sales, and permit CPC and its designees to inspect and copy such records upon request; (5) furnish CPC with such additional information regarding the Collateral and Reseller's business and financial condition as CPC may from time to time reasonably request; (6) immediately notify CPC of any Material Adverse Effect; (7) execute all documents CPC requests to perfect and maintain CPC's security interest in the Collateral; (8) at all times be duly organized, existing, in good standing, qualified and licensed to do business in each jurisdiction in which the nature of its business or property so requires; (9) notify CPC of the commencement of any legal proceedings against Reseller; and (10) comply with all applicable laws, rules and regulations.

c. Reseller will not: (1) use (except for demonstration for sale), rent, lease, sell, transfer, consign, license, encumber or otherwise dispose of Collateral except for (i) sales of Inventory at retail in the ordinary course of Reseller's business, (ii) dispositions of obsolete property, (iii) dispositions to the extent that (x) such property is exchanged for credit against the purchase price of replacement property intended for use in the ordinary course of business, or (y) the proceeds of such disposition are promptly (not to exceed 180 days from disposition) applied to the purchase price of such replacement property, and (iv) dispositions not otherwise permitted under this clause (d) provided that at the time of such disposition, no Material Adverse Effect or Default exists or would result from such disposition; (2) sell Inventory to an affiliate, except on terms consistent with an arms-length transaction; (3) make any change in the principal nature of its business, (4) be a party to a merger, consolidation or acquisition wherein Reseller is not the surviving entity; (5) change its name or conduct business under a trade style or trade name other than those listed in Exhibit A without giving CPC at least 30 days' prior written notice thereof; (6) change its chief executive office or office where it keeps its records with respect to accounts or chattel paper without providing CPC with at least 30 days' prior written notice thereto; (7) change the state in which it is organized (except upon giving CPC at least 30 days' prior written notice thereof); (8) grant a security interest to any third party in any Financed Inventory that is superior or pari passu with the security interest granted to CPC under this Agreement; (9) grant a security interest to any third party in any Accounts, other than Permitted Liens; or (10) store Financed Inventory with any third party, except in the ordinary course of business consistent with Reseller's past practices.

d. Reseller will notify CPC promptly of any material change in the truth or accuracy of any representation or warranty in Section 4 above.

e. At the time of each advance of credit under the terms of this Agreement, each representation and warranty set forth in Section 4 above will be true and correct.

f. Reseller will execute and deliver to CPC such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as CPC may reasonably request) and do all such other things as CPC may deem necessary, appropriate or convenient (1) to assure CPC of the effectiveness and priority of its security interests, including such financing statements (including renewal statements), amendments and supplements or such other instruments as CPC may from time to time reasonably request in order to perfect and maintain the security interests in the Collateral in accordance with the UCC, (2) to consummate the transactions contemplated hereby and (3) to otherwise protect and assure CPC of its rights and interests hereunder. To that end, Reseller agrees that CPC may file one or more financing statements disclosing CPC's security interest in any or all of the Collateral of Reseller.

6. **Insurance**. Reseller will keep the Collateral insured for its full insurable value under an "all risk" property insurance policy with a company acceptable to CPC, naming CPC as a loss payee as its interest may appear. All insurance proceeds received by CPC in respect of inventory which is damaged, lost or stolen may be retained by CPC, in its sole discretion, for application to the payment of any of the principal or interest on the Indebtedness then due and owing in respect of the inventory damaged, lost or stolen.

7. **Payment Terms**. With respect to Financed Inventory, Resellers will immediately pay CPC the principal Indebtedness on the earliest occurrence of any of the following events: (a) on the Payment Due Date, and (b) immediately when the Inventory is lost, stolen or damaged (collectively, the "Loss Date"). All payments hereunder shall be made without setoff or counterclaim, prior to 11:00 a.m., Denver, Colorado time, on the Payment Due Date or the Loss Date, as applicable, in immediately available funds or by electronic data interchange ("EDI") to the CPC Account or as otherwise agreed between the parties (the "Due Date"). For purposes of calculating interest, payment shall be deemed to have been applied by CPC against the principal of and/or interest on any Indebtedness on the Business Day, when before 11:00 a.m., good funds are received by CPC, whether such payment is made by check, wire, EDI, ACH Debit or other means. Resellers acknowledge that the date defined as the Payment Due Date falls on the same day of each week to establish a consistent payment date. CPC may change the terms of any future financing and the date for repayment of future Indebtedness by giving Resellers written notice specifying such change. Any third party discount, rebate, bonus or credit granted to a Reseller for any Inventory will not reduce the Indebtedness Resellers owe CPC until CPC has received payment therefor in cash. Resellers will: (A) pay CPC even if any Financed Inventory is defective or fails to conform to any warranties extended by any third party; (B) not assert against CPC any claim or defense any Reseller has against any third party; and (C) indemnify and hold CPC harmless against all claims and defenses asserted by any buyer of any Inventory. Each Reseller waives all rights of setoff such Reseller may have against CPC. CPC will have the continuing exclusive right to apply and reapply any and all payments received from a Reseller or on Resellers' behalf in such manner as CPC may deem advisable notwithstanding any entry by CPC upon its books and records. Notwithstanding anything in this Agreement to the contrary, CPC agrees that: (i) the Payment Due Date set forth in any TS shall not be any earlier than it is required to be pursuant to the terms of the agreement between CPC and the applicable Vendor; and (ii) if CPC receives a notice from any Vendor that the terms of the agreement between such Vendor and CPC has changed such the Payment Due Date of Resellers on any future TS will be revised to be earlier than on any prior TS, CPC shall provide Resellers with written notice of such change within one Business Day of CPC receiving such notice from such Vendor.

8. **Calculation of Charges**. The outstanding principal balance of the Indebtedness and any other obligations arising hereunder shall bear interest commencing on the day immediately succeeding any Due Date; each at the per annum rate equal to the Prime Rate plus 5% (the "Default Rate"). Interest will be calculated for the actual number of days elapsed on the basis of a year consisting of 360 days. Interest is due and payable monthly in arrears pursuant to the terms of the monthly billing statement from CPC. Upon the occurrence and during the continuance of a Default, interest shall accrue at the Default Rate and shall be payable upon demand. CPC intends to strictly conform to the usury laws. Regardless of any provision contained herein, CPC shall never be deemed to have contracted for, charged, received, collected or applied as interest, any amount in excess of the maximum amount allowable by applicable law. If CPC ever receives interest in excess of the maximum amount permitted by law, CPC will apply such excess amount to the reduction of the outstanding unpaid principal balance, and then will pay any excess to Resellers. In determining whether the interest paid or payable exceeds the highest lawful rate, Resellers and CPC shall, to the maximum extent permitted under applicable law, (1) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense or fee rather than as interest, (2) exclude voluntary pre-payments and the effect thereof, and (3) spread the total amount of interest throughout the entire term of this Agreement so that the interest rate is uniform throughout such term.

9. **Default.** The occurrence of one or more of the following events shall constitute a default by Reseller (a "Default"): (a) a Reseller shall fail to pay any Indebtedness when due; (b) any representation or warranty made to CPC by a Reseller shall not be true when made or if a Reseller, shall breach any covenant, warranty or agreement to or with CPC, (c) a Reseller shall become insolvent or generally fail to pay its debts as they become due or shall cease to do business as a going concern; (d) a Reseller shall make an assignment for the benefit of creditors, or commence a proceeding under any bankruptcy, reorganization, arrangement, insolvency, receivership, dissolution or liquidation statute or similar law of any jurisdiction, or any such proceeding shall be commenced against it or any of its property, and in the case of any involuntary proceeding, such proceeding shall not be dismissed within 60 days (an "Automatic Default"); (e) an attachment, sale or seizure shall be issued or shall be executed against any assets of Reseller; (f) Reseller shall lose, or shall be in default of, any franchise, license or right to deal in any Financed Inventory and such loss or default shall not be cured within 30 days; (g) a Reseller shall file any correction or termination statement with respect to any financing statement filed by CPC in connection herewith; (j) a Material Adverse Effect shall occur in the business, operations or condition (financial or otherwise) of a Reseller or with respect to the Collateral; (k) any debt for borrowed money of, or guaranteed by a Reseller shall become due by acceleration by reason of a default; or (l) CPC in good faith believes the prospect of payment of any Indebtedness is impaired.

10. **Rights and Remedies Upon Default**. Upon the occurrence of a Default, CPC shall have all rights and remedies of a secured party under the UCC and other applicable law as well as all the rights and remedies set forth in this Agreement. CPC may terminate any obligations it has under this Agreement and any outstanding credit approvals immediately and/or declare any and all Indebtedness immediately due and payable without notice or demand. Each Reseller waives notice of intent to accelerate, and of acceleration of Indebtedness. CPC may enter any premises of a Reseller, with or without process of law, without force, to search for, take possession of, and remove the Collateral, or any part thereof. If CPC requests, a Reseller shall cease disposition of and shall assemble the Collateral and make it available to CPC, at such Reseller's expense, at a convenient place or places designated by CPC. CPC may take possession of the Collateral or any part thereof on Reseller's premises at Reseller's expense, and store said Collateral upon Reseller's premises pending sale or other disposition. Upon the voluntary surrender of the Collateral to CPC or upon foreclosure of the Collateral by CPC, Reseller agrees that the sale of Inventory by CPC to a person who is liable to CPC under an agreement to repurchase inventory (a "Repurchase Agreement") shall not be deemed to be a transfer subject to UCC §9-618(a) or any similar provision of any other applicable law, and Reseller waives any provision of such laws to that effect. Resellers agree that the repurchase of Inventory by a Vendor pursuant to a Repurchase Agreement shall be deemed a commercially reasonable method of disposition. Each Reseller shall be liable to CPC for any deficiency resulting from CPC's disposition, including without limitation a repurchase by a Vendor pursuant to a Repurchase Agreement, regardless of any subsequent disposition thereof. Resellers are not beneficiaries of, and have no right to require CPC to enforce, any Repurchase Agreement. Any notice of a disposition shall be deemed reasonably and properly given if sent to a Reseller at least 10 days before such disposition. All of CPC's rights and remedies shall be cumulative. At CPC's request, or without request in the event of an Automatic Default, Resellers shall pay all Vendor Credits to CPC as soon as the same are received for application to Indebtedness. Resellers authorize CPC to collect Vendor Credits directly from Vendors and, upon request of CPC, shall instruct Vendors to pay CPC directly. Additionally, in the event of an Automatic Default, the obligations of CPC, if any, shall automatically terminate, all Indebtedness shall automatically become immediately due and payable and Resellers shall automatically be obligated to repay all of such Indebtedness in full, without presentment, demand, protect or notice or other requirements of any kind, all of which are expressly waived by Resellers. Resellers irrevocably waive any requirement that CPC retain possession and not dispose of any Collateral until after an arbitration hearing, arbitration award, confirmation, trial or final judgment. CPC's election to extend or not extend credit to a Reseller is solely at CPC's discretion and does not depend on the absence or existence of a Default.

11. Power of Attorney. Resellers grant CPC an irrevocable power of attorney, as Reseller's attorney-in-fact, to: (a) file financing statements naming CPC as "Secured Party"; (b) supply any omitted information and correct administrative errors in any documents between CPC and Reseller; (c) initiate and resolve any insurance claim pertaining to the Collateral; and (d) do anything to protect and preserve the Collateral and CPC's rights and interest therein (including, but not limited to the payment of any insurance, taxes, fees or other obligations which may impair CPC's interest in the Collateral), which if CPC's action require the expenditure of monies, such amounts shall (x) constitute additional Indebtedness under this Agreement, (y) have interest assessed same so long as unpaid at the Default Rate, and (z) be due and payable immediately in full. Upon the occurrence and continuation of a Default, Resellers grant CPC the additional power, as Resellers' attorney-in-fact, to: (1) change the address for delivery of mail and open mail for any Reseller in connection with any property of Reseller (2) endorse on Resellers' behalf any checks; and (3) initiate and resolve any insurance claim pertaining to the Collateral. This power of attorney and any other powers of attorney granted herein or elsewhere by Resellers to CPC are irrevocable and coupled with an interest.

12. Costs, Expenses and Taxes. Resellers agree to pay all fees and expenses of counsel to CPC in connection with the enforcement of the Documents and the Indebtedness, including, but not limited to (a) reasonable attorney fees and costs incurred upon an Automatic Default, and (b) CPC's standard wire transfer and check return fees, all as may be established and changed by CPC from time to time. Through execution of this Agreement, Resellers agree to audits of the books and records and properties of Resellers and such other matters as CPC shall deem appropriate in its reasonable credit judgment, whether such audits are conducted by employees of CPC or third parties hired by CPC. CPC shall pay such audit fees unless there is an Event of Default. If there is an Event of Default, audit fees and out-of-pocket expenses shall be payable by Resellers immediately upon demand therefor by CPC. In addition, Resellers shall pay any and all stamp, transfer and other taxes payable or determined to be payable in connection with the execution and delivery of the Documents and agrees to hold CPC harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes. If any suit or proceeding arising from any of the foregoing is brought against CPC, Resellers, to the extent and in the manner directed by CPC, will resist and defend such suit or proceeding or cause the same to be resisted and defended by counsel approved by CPC. If Resellers shall fail to do any act or thing which it has covenanted to do under this Agreement or any representation or warranty on the part of Resellers contained in this Agreement shall be breached, CPC may, in its sole and absolute discretion, after 10 days written notice having been sent to Resellers, do the same or cause it to be done or remedy any such breach, and may expend its funds for such purpose; any and all amounts so expended by CPC shall be repayable to CPC by Resellers immediately upon CPC's demand therefor, with interest at a rate equal to the highest interest rate set forth in this Agreement in effect from time to time during the period from and including the date funds are so expended by CPC to the date of repayment, and any such amounts due and owing CPC shall be deemed to be part of the Indebtedness secured hereunder. The obligations of Resellers under this Section shall survive the termination of this Agreement and the discharge of the other obligations of Resellers under the Documents.

13. Information. Reseller irrevocably authorizes CPC to investigate and make inquiries of former or current creditors or other persons (including, without limitation, TRW's or other credit reports, tax lien, litigation, Lexis/Nexis®, criminal, motor vehicle, license or other public record searches, employment history, verification of educational or professional credentials, interviews with third person and requests for other information with respect to any Reseller and any equity holders of a Reseller as deemed necessary or appropriate by CPC or such agent or contractor in connection with such credit approval process. All background investigations described herein will be performed subject to the Wells Fargo Privacy Policy of Wells Fargo). CPC may provide to third parties (including, without limitation, any Vendors to or suppliers or customers of Reseller, any financial, credit or other information regarding Reseller that CPC may at any time possess, whether such information was supplied by Reseller to CPC or otherwise obtained by CPC. Further, Reseller irrevocably authorizes and instructs any third parties (including, without limitation, any Vendors to or suppliers or customers of Reseller) to provide to CPC any credit, financial or other information regarding Reseller that such third parties may at any time possess, whether such information was supplied by Reseller to such third parties or otherwise obtained by such third parties.

14. Reseller's Claims Against Vendors. Resellers will not assert against CPC any claim or defense any Reseller may have against Vendors whether for breach of warranty, misrepresentation, failure to ship, lack of authority, or otherwise, including without limitation claims or defenses based upon charge backs, credit memos, rebates, price protection payments or returns. Any such claims or defenses or other claims or defenses any Reseller may have against Vendors shall not affect Resellers' liabilities or obligations to CPC.

15. Terms and Termination. The term of this Agreement, unless sooner terminated in accordance with this Agreement, shall be for a period of one (1) year from the date hereof (the "Termination Date"), provided, however, that (a) this Agreement shall automatically renew for one (1) year periods from year to year thereafter unless terminated or at the end of any subsequent annual anniversary of the Termination Date by Resellers upon at least 60 days prior written notice; and (b) CPC may terminate this Agreement (i) immediately upon a Default, or (ii) at any time by at least 60 days prior written notice by CPC to Resellers, however where Reseller requests further time be provided within the 60 day notice period CPC may agree to an extension of 30 more days. Upon termination of this Agreement, all Indebtedness owed to CPC shall become immediately due and payable without notice or demand. Upon any termination, Resellers shall remain liable to CPC for all Indebtedness to CPC, including without limitation interest, fees, charges and expenses arising prior to or after the effective date of termination, and all of CPC's rights and remedies and its security interest shall continue until all Indebtedness to CPC is indefeasibly paid in full and all obligations of Resellers are performed.

16. Binding Effect. Resellers cannot assign its interest in this Agreement without CPC's prior written consent. CPC may assign or participate CPC's interest, in whole or in part, without Resellers' consent. This Agreement will protect and bind CPC's and Resellers' respective heirs, representatives, successors and assigns, as the case may be.

17. Notices. Except as otherwise stated herein, all notices, arbitration claims, responses, requests and documents will be sufficiently given or served with respect to all Resellers if mailed or delivered: (a) to PC Connection, Inc., at, 730 Milford Road, Merrimack, NH 03054 Attention: Chief Executive Officer; and (b) to CPC, at 116 Inverness Drive East, Suite 375, Englewood, CO 80112, Attention: Legal, or such other address as the parties may hereafter specify in writing.

18. Severability. If any provision of this Agreement or its application is invalid or unenforceable, the remainder of this Agreement will not be impaired or affected and will remain binding and enforceable.

19. Receipt of Agreement. Each Reseller acknowledges that it has received a true and complete copy of this Agreement. Resellers have read and understand this Agreement. Notwithstanding anything herein to the contrary, CPC may rely on any facsimile copy, electronic data transmission, or electronic data storage of: this Agreement, any TS, billing statement, financing statement, authorization to pre-file financing statements, invoice from a Vendor, financial statements or other reports, each of which will be deemed an original, and the best evidence thereof for all purposes.

20. **Miscellaneous.** Time is of the essence regarding Resellers performance of its obligations under this Agreement. Resellers' liability to CPC is direct and unconditional and will not be affected by the release or nonperfection of any security interest granted hereunder. CPC may refrain from or postpone enforcement of this Agreement or any other agreements between CPC and Resellers without prejudice, and the failure to strictly enforce these agreements will not create a course of dealing which waives, amends or modifies such agreements. The express terms of this Agreement will not be modified by any course of dealing, usage of trade, or custom of trade which may deviate from the terms hereof. Section titles used herein are for convenience only, and do not define or limit the contents of any Section. This Agreement may be validly executed and delivered by fax or other electronic transmission and in one or more multiple counterpart signature pages. This Agreement shall be construed without presumption for or against any party who drafted all or any portion of this Agreement.

21. **Limitation of Damages.** CPC and Resellers agree that if there is any dispute relating to or arising out of or otherwise relating in any respect to this Agreement, any Collateral, any transactions or events described herein or contemplated hereby or otherwise occurring, or any party's actions or inactions in connection with any of the foregoing, the aggrieved party shall not be entitled to exemplary or punitive or consequential damages.

22. **Amendments**. References in this Agreement to a particular agreement, instrument or document also shall be deemed to refer to and include all renewals, extensions and modifications of such agreement, instrument or document. All addenda, exhibits and schedules attached to this Agreement are a part hereof for all purposes.

23. **Definitions.** Terms defined in this Agreement in the singular are to have a corresponding meaning when used in the plural and vice versa. All words used herein shall be understood and construed to be of such number and gender as the circumstances may require. In addition to the terms defined elsewhere in this Agreement, when used in this Agreement, the following terms shall have the following meanings (such meanings shall be equally applicable to the singular and plural forms of the terms used, as the context requires):

Account has the meaning set forth in the UCC.

Advance means the advance of an item of Financed Inventory.

Authorized Employee has the meaning set forth in Section 29.

Automatic Default has the meaning set forth in Section 11.

Business Day means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close pursuant to the rules and regulations of the Federal Reserve System.

Collateral means (a) Inventory of any Reseller, whether now owned or hereafter acquired by any Reseller parts, accessories, accessions, exchanges, substitutions, replacements, reclaimed units, returns and repossessions thereof, and all additions and attachments thereto, and all documents of title arising therefrom; (b) price protection payments, Vendor Credits, discounts, incentive payments, rebates, and refunds which at any time are due to any Reseller with respect to or in connection with any Inventory; and (c) insurance proceeds payable by reason of loss or damage to any of the foregoing.

CPC has the meaning set forth in the introductory paragraph.

CPC Account means that certain bank account designated by CPC, information for which has been separately provided to Resellers.

Default has the meaning set forth in Section 11.

Default Rate has the meaning set forth in Section 9.

Documents means, collectively, this Agreement and any amendments hereto, EDI transmissions, each TS, and any other instruments or documents currently or hereafter required or contemplated hereunder.

Due Date has the meaning set forth in Section 8.

EDI has the meaning set forth in Section 8.

Eligible Inventory means only Inventory which satisfies the following requirements:

(a)Resellers have good, valid, and marketable title thereto, free and clear of any (i) title defect, (ii) any liens, (iii) bill of lading or other document of title, (iv) third party trademark, licensing or other proprietary rights (unless CPC is satisfied that such Inventory can be freely sold by CPC on and after the occurrence of a Default despite such third party rights), or (v) any interests of others; provided, that, the Inventory is subject to the security interest in favor of CPC or security interests that are subordinated to the security interest of CPC.

(b)Resellers have actual and exclusive possession thereof (either directly or through a bailee or agent of a Reseller) at one of the locations in the continental United States set forth on Exhibit A to this Agreement (or in-transit from one such location to another such location).

(c)It is financed by CPC and such financing is noted on the applicable invoice for the Inventory.

(d)It is factory sealed, unused and has not been modified.

(e)It does not consist of goods that (i) are obsolete or slow moving, restrictive or custom items, work-in-process, raw materials; (ii) constitute spare parts, packaging and shipping materials, supplies used or consumed in Resellers' business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment, or (iii) have been returned or rejected by Resellers' customers.

(f)The Inventory is otherwise acceptable to CPC, in its sole discretion.

In determining the dollar amount to be so included in Eligible Inventory, Inventory shall be valued at the lower of cost or market on a basis consistent with Resellers' historical accounting practices.

ERISA means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, together with the regulations thereunder, in each case as in effect from time to time. References to sections of ERISA shall be construed to also refer to any successor sections.

Financed Inventory has the meaning set forth in Section 2(a).

GAAP means, at any time, generally accepted accounting principles and practices as promulgated by the American Institute of Certified Public Accountants, applied on a basis consistent with past practices.

Indebtedness means the full principal amount of all invoices with respect to Financed Inventory related to each Advance, all debts, principal, interest (including any interest that accrues after the commencement of any insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such insolvency proceeding), premiums, liabilities, obligations (including indemnification obligations), fees, guaranties, and all covenants and duties of any other kind and description owing by a Reseller arising out of, under, pursuant to, in connection with, or evidenced by this Agreement or any of the other Documents and irrespective of whether for the payment of money, whether direct or indirect absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts the Resellers are required to pay or reimburse by the documents or by law or otherwise in the Documents. Without limiting the generality of the foregoing, the Indebtedness of Resellers under the Documents includes the obligation to pay (i) the principal of the Advances, (ii) interest accrued on the Financed Inventory (if any), (iii) fees payable under this Agreement or any of the other Documents and (iv) indemnities and other amounts payable by the Resellers under any Documents. Any reference in this Agreement or in the Documents to Indebtedness or obligations shall include all or any portion thereof and any extensions, modifications, renewals or alterations thereof, both prior and subsequent to any insolvency proceeding.

Indemnified Claims means any and all claims, demands, actions, causes of action, judgments, liabilities, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including, without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with any investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against or incurred or paid by any Indemnified Person at any time and from time to time, because of, resulting from, in connection with or arising out of any transaction, act, omission, event or circumstance in any way connected with the Collateral, the Documents (including but not limited to (i) enforcement of the rights thereunder by any Indemnified Person or the defense of the actions of any Indemnified Person thereunder and (ii) Resellers access to or use of the Portal), excluding with respect to any Indemnified Persons, any of the foregoing directly caused by such Indemnified Person's gross negligence or willful misconduct.

Indemnified Persons means CPC, Wells Fargo, and each of their respective successors and assigns and their respective officers, directors, shareholders, members, managers, employees, attorneys, representatives and affiliates.

Inventory has the meaning set forth in the UCC.

Inventory Line of Credit has the meaning set forth in Section 1.

Liens has the meaning set forth in Section 5(a).

Loss Date has the meaning set forth in Section 7.

Material Adverse Effect means (a) a material adverse effect on the properties, assets, liabilities, business, operations, prospects, income or condition (financial or otherwise) of any Reseller, (b) material impairment of the ability of a Reseller to perform any of its obligations under this Agreement or any other Document or (c) material impairment of the enforceability of the rights of, or benefits available to CPC under this Agreement or any other Document.

Organizational Documents means, relative to any entity, its certificate and articles of incorporation or organization and its by-laws, operating or partnership agreements, as applicable.

Overline has the meaning set forth in Section 2(i).

Patriot Act means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, P.L. 107-56, as amended.

Payment Due Date means that date identified as the "Payment Due Date" on the TS.

Permitted Liens has the meaning set forth in Section 5(a).

Permitted Locations means, collectively, the chief executive office of any Reseller together with (a) such locations identified in Exhibit A, attached hereto, and (b) such additional locations in the United States as are identified by Resellers to CPC by at least 30 days prior written notice of its intent to keep Collateral at such additional location.

Person means any individual, corporation, joint venture, partnership, trust, limited liability company, unincorporated organization or governmental entity or agency.

Portal has the meaning set forth in Section 29.

Prime Rate means at any time the rate of interest most recently announced by Wells Fargo at its principal office as its Prime Rate, with the understanding that the Prime Rate is one of Wells Fargo's base rates, and serves as the basis upon which effective rates of interest are calculated for those loans making reference to it, and is evidenced by its recording in such internal publication or publications as Wells Fargo may designate. Each change in the rate of interest shall become effective on the date each Prime Rate change is announced by Wells Fargo.

Repurchase Agreement has the meaning set forth in Section 12.

Shipment will be deemed to have occurred upon shipment by the Vendor.

Subsidiary means, with respect to any person at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power is or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent.

TS means "Transaction Statement", which is sent by CPC to Resellers upon the financing of each item of Financed Inventory, identifying in each instance the item of Financed Inventory and the Payment Due Date.. Each TS shall be incorporated into this Agreement by reference.

UCC means the Uniform Commercial Code as in effect in the State of Colorado or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

Vendor Credits means all of Resellers' rights to any price protection payments, rebates, discounts, credits, factory holdbacks, incentive payments and other amounts which at any time are due Reseller from a Vendor.

Vendors has the meaning set forth in Section 1.

Wells Fargo means Wells Fargo Bank, National Association, a national banking association.

Irreparable Harm; Right to Injunction. Resellers acknowledge that in the event that any Reseller commits any act or omission that prevents or unreasonably interferes with (a) CPC's exercise of the rights and privileges arising under the power of attorney granted in Section 13 of this Agreement; or (b) CPC's perfection of or levy upon the security interest granted in the Collateral including any seizure of any Collateral, such conduct will cause immediate, severe, incalculable and irreparable harm and injury, and Resellers agree that such conduct shall constitute sufficient grounds to entitle CPC to an injunction, writ of possession, or other applicable relief in equity, and to make such application for such relief in any court of competent jurisdiction, without any prior notice to Resellers.

24. **Cumulative Remedies**. All rights, remedies and powers granted to CPC in this Agreement, or in any other instrument or agreement given by Resellers to CPC or otherwise available to CPC in equity or at law, are cumulative and may be exercised singularly or concurrently with such other rights as CPC may have. These rights may be exercised from time to time as to all or any part of the Collateral as CPC in its discretion may determine. The making of an Advance by CPC during the continuation of a Default shall not obligate CPC to make any further Advances during the continuation of such Default. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by CPC and Resellers.

25. **Indemnity**. Resellers hereby indemnifies and agrees to hold harmless and defend all Indemnified Persons from and against any and all Indemnified Claims. **THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH INDEMNIFIED CLAIMS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY INDEMNIFIED PERSON.** Upon notification and demand, Resellers agree to provide defense of any Indemnified Claim and to pay all costs and expenses of counsel selected by any Indemnified Person in respect thereof. Any Indemnified Person against whom any Indemnified Claim may be asserted reserves the right to settle or compromise any such Indemnified Claim as such Indemnified Person may determine in its sole discretion, and the obligations of such Indemnified Person, if any, pursuant to any such settlement or compromise shall be deemed included within the Indemnified Claims. Except as specifically provided in this section, Reseller waives all notices from any Indemnified Person. The provisions of this Section 28 shall survive the payment of the Indebtedness and the termination of this Agreement.

26. **Portal**. CPC may, from time to time at its sole option, permit Resellers to access and use one or more internet web sites (the "Portal") to: obtain items or information and take other actions in connection with this Agreement, subject to the following:

a. Resellers shall access and use the Portal solely through duly authorized employees of Reseller to whom CPC has issued a user name and password (an "Authorized Employee");

b. submission of a user name and password to access and use the Portal, constitutes Resellers', and the applicable Authorized Employee's, representation that the person submitting such user name and password is the specific person identified by such user name and password and that such person is, at the time of such access and use, Resellers' employee duly authorized to act for and on behalf of Resellers; and

c. CPC may, from time to time at its sole option and without notice or liability,

(i). amend the terms for use of the Portal by posting amended terms on the Portal (and such amended terms shall automatically be effective upon posting) and

(ii). suspend or revoke Resellers' and/or an Authorized Employee's access to, and use of the Portal and/or modify, update or discontinue all or any portion of the Portal.

27. ARBITRATION.

(a) Arbitration. The parties hereto agree, upon demand by any party, whether made before the institution of a judicial proceeding or not more than 60 days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto or any amendment to any of the above to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, shareholders, members, managers, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating to in any way (i) the loan and related Documents which are the subject of this Agreement and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit; provided however that the parties agree that, notwithstanding the foregoing, each party retains the right to pursue in small claims court any dispute within that court's jurisdiction. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within the 30 days of the abatement order or the time specified by the court. Failure to timely file the demand for arbitration as ordered by the court will result in that party's right to demand arbitration being automatically terminated.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Colorado selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Colorado or a neutral retired judge of the state or federal judiciary of Colorado, mutually agreeable to the parties, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Colorado and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Colorado Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. Neither party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(i) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Documents or any relationship between the parties.

(j) Small Claims Court. Notwithstanding anything herein to the contrary, each party retains the right to pursue in small claims court any dispute in which the remedy sought is entirely within that court's jurisdiction.

28. Waiver of Subrogation. Each Reseller hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Reseller with respect to any liability incurred by it hereunder or under any of the other Documents, any payments made by it to CPC with respect to any of the Indebtedness or any collateral security therefor until such time as all of the Indebtedness have been paid in full in cash. Any claim which any Reseller may have against any other Reseller with respect to any payments to CPC hereunder are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Indebtedness arising hereunder or thereunder, to the prior payment in full in cash of the Indebtedness and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Reseller, its debts or its assets, whether voluntary or involuntary, all such Indebtedness shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Reseller therefor.

29. **JURY TRIAL WAIVER; CONSENT TO JURISDICTION.** If this Agreement is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Resellers and CPC waive any right to a jury trial in any such proceeding. Similarly, if this Agreement or a particular dispute hereunder is not subject to arbitration, Resellers hereby consent to the non-exclusive jurisdiction of any local, state or federal court located within Colorado and waives any objection which Resellers may have based on improper venue or forum non conveniens to the conduct of any action or proceeding in any such court and waives personal service of any and all process upon it, and consents that all such service of process be made by mail or messenger directed to it in the same manner as provided for notices to Reseller in this Agreement, and that service so made shall be deemed to be completed upon the earlier of actual receipt or 3 days after the same shall have been posted to Resellers or Resellers' agent as set forth herein. Nothing contained in this Section shall affect the right of CPC to serve legal process in any other manner permitted by law or affect the right of CPC to bring any action or proceeding against Resellers or their property in the courts of any other jurisdiction. Resellers waive, to the extent permitted by law, any bond or surety or security upon such bond which might, but for this waiver, be required of CPC.

30. **Governing Law.** This Agreement shall be construed in all respects in accordance with, and governed by the internal laws (as opposed to conflicts of law provisions) of the State of Colorado, except that (a) questions as to perfection of CPC's security interest and the effect of perfection or non-perfection and priority of CPC's security interest shall be governed by the law which would be applicable except for this Section, and (b) the provisions of the AAA shall govern all arbitration proceedings hereunder.

31. **USA PATRIOT ACT NOTIFICATION**. The following notification is provided to Resellers pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Reseller: When the Reseller opens an account, if the Reseller is not an individual a financial institution will ask for the Reseller's name, taxpayer identification number, business address, and other information that will allow such financial institution to identify the Reseller. A financial institution may also ask to see the Reseller's legal organizational documents or other identifying documents.

[signature page(s) to follow]

THIS AGREEMENT CONTAINS BINDING ARBITRATION, JURY WAIVER AND PUNITIVE DAMAGE WAIVER PROVISIONS.

PC CONNECTION, INC.

By: /s/ JOSEPH DRISCOLL
Name: Joseph Driscoll
Title: Sr. VP, CFO & Treasurer

MOREDIRECT, INC.

By: /s/ GARY ANDERSON
Name: Gary Anderson
Title: Treasurer

GOVCONNECTION, INC.

By: /s/ GARY ANDERSON
Name: Gary Anderson
Title: Treasurer

PC CONNECTION SALES CORPORATION,

By: /s/ GARY ANDERSON
Name: Gary Anderson
Title: Treasurer

CASTLE PINES CAPITAL LLC

By: /s/ JOHN HANLEY
Name: John Hanley
Title: Executive Vice President

EXHIBIT A

TRADE NAME(S)/TRADE STYLES OF RESELLER
COLLATERAL LOCATIONS

1. **Trade Name(s) / Trade Styles:** n.a.

2. **Collateral Locations:**

Location Address:	Disclose whether location is owned/leased or a warehouse:	If leased, disclose name and address of property owner or landlord:
PC Connection, Inc. 2780-2880 Old State Route 73 Building # 3 Wilmington, OH 45177	Leased	EWE Warehouse Investments V, Ltd. c/o Easton and Associates Management Co., Inc. 10165 NW 19th St. Miami, FL 33172
PC Connection, Inc. 2841-2931 Old State Route 73 Building # 4 Wilmington, OH 45177	Leased	EWE Warehouse Investments V, Ltd. c/o Easton and Associates Management Co., Inc. 10165 NW 19th St. Miami, FL 33172

Exhibit 10.27

PC CONNECTION, INC.
Route 101A (730 Milford Road)
Merrimack, NH 03054

Dated as of: December 24, 2013

RBS Citizens, National Association
28 State Street
Boston, MA 02109

Re: Amendment No. 1 to Third Amended and Restated Credit and Security Agreement and related Documents

Ladies and Gentlemen:

We refer to the Third Amended and Restated Credit and Security Agreement, dated as of February 24, 2012 (the "Credit Agreement"), by and among PC Connection, Inc., a Delaware corporation (the "Borrower"), certain subsidiary guarantors party thereto, and RBS Citizens, National Association, as the lender (in such capacity, the "Lender") and agent (together with its successors and assigns in such capacity, the "Agent").

We have requested that the Agent and Lender agree to make certain amendments to the Credit Agreement and we have been advised that the Agent and Lender are prepared and would be pleased to make the amendments to the Credit Agreement upon the terms and subject to the conditions set forth below.

Accordingly, in consideration of the premises, promises, mutual covenants and agreements set forth below, and fully intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

AMENDMENTS TO CREDIT AGREEMENT

Effective as of the date hereof (the "Amendment Date"), and subject to the fulfillment of the conditions contained in Article II of this amendment (this "Amendment"), the Credit Agreement is hereby amended in each of the following respects:

(a) The term, "Documents" shall, wherever used in the Credit Agreement or Other Documents, be deemed to also mean and include this Amendment. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement.

(b) The Credit Agreement is amended as follows:

(i) **Section 1.2** Section 1.2 of the Credit Agreement is hereby amended by deleting the definition of "Permitted Vendor Debt" in its entirety and replacing it with the following:

"Permitted Vendor Debt" shall mean Indebtedness of the Borrower under trade credit agreements secured by Inventory of the Borrower, on terms and conditions reasonably acceptable to the Agent, in an amount not to exceed $50,000,000 in aggregate advances (including principal, interest, fees and other amounts) at any time outstanding without the prior written consent of the Agent and Lender, and refinancing thereof; provided, for the avoidance of doubt, to the extent that aggregate advances do not exceed $50,000,000, the consent of Agent and Lender shall not be required for Borrower to enter into a trade credit facility with commitments that exceed $50,000,000.

ARTICLE II

CONDITIONS PRECEDENT TO AMENDMENT

The Lender's and Agent's agreement herein to further amend the Credit Agreement as of the Amendment Date is subject to the fulfillment, to the satisfaction of the Agent on the date hereof, of the following conditions precedent:

(a) The Borrower and Lender shall have executed this Amendment and delivered the same to the Agent;

(b) All representations and warranties contained herein shall be true and correct in all material respects; and

(c) No Material Adverse Effect shall have occurred since December 31, 2012.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders and Agent as follows:

(a) Representations in Agreement. Each of the representations and warranties made by the Borrower and each of its Subsidiaries to the Lender in the Credit Agreement and other Documents was true and correct in all material respects when made and is true and correct in all material respects on and as of the Amendment Date with the same full force and effect as if each of such representations and warranties had been made by the Borrower and each of its Subsidiaries on the Amendment Date and in this Amendment, except to the extent that such representations and warranties relate solely to a prior date.

(b) No Default of Events of Default. No Default or Event of Default exists on the Amendment Date.

(c) Binding Effect of Documents. This Amendment has been duly executed and delivered by the Borrower and is in full force and effect as of the date hereof, and the agreements and obligations of the Borrower contained herein constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms.

ARTICLE V

MISCELLANEOUS

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Except to the extent specifically amended and supplemented hereby, all of the terms, conditions and the provisions of the Credit Agreement and each of the other Documents shall otherwise remain unmodified, and the Credit Agreement and each of the other Documents, as amended and supplemented by this Amendment, are confirmed as being in full force and effect.

[Remainder of Page Intentionally Left Blank]

If you are in agreement with the foregoing, please sign the form of acceptance on the enclosed counterpart of this Amendment, and return the counterpart to the undersigned, whereupon this Amendment, as so accepted by you, shall become a binding agreement between the undersigned, the Agent and the Lender.

Very truly yours,

PC CONNECTION, INC.

By: /s/ JOSEPH DRISCOLL
Name: Joseph Driscoll
Title: CFO

PROFESSIONAL COMPUTER CENTER, INC.

By: /s/ GLYNN W. SCHULZE
Name: Glynn Schulze
Title: Treasurer

GOVCONNECTION, INC.

By: /s/ GARY ANDERSON
Name: Gary Anderson
Title: Treasurer

PC CONNECTION SALES CORPORATION

By: /s/ GARY ANDERSON
Name: Gary Anderson
Title: Treasurer

MORE DIRECT, INC.

By: /s/ GARY ANDERSON
Name: Gary Anderson
Title: Treasurer

The foregoing Amendment is hereby accepted by the undersigned as of the date hereof.

RBS CITIZENS, NATIONAL ASSOCIATION,
as Agent and Lender

By: /s/ MARC LUBELCZYK
Name: Marc Lubelczyk
Title: Senior Vice President

EXHIBIT 21.1

CORPORATE ORGANIZATIONAL STRUCTURE:

PC Connection, Inc., a Delaware corporation, is the parent company of the following wholly-owned subsidiaries:

1. PC Connection Sales Corporation, a Delaware corporation.
2. GovConnection, Inc., a Maryland corporation.
3. MoreDirect, Inc., a Florida corporation.
4. GlobalServe, Inc., a Delaware corporation.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-209915, 333-202642, 333-194458, 333-187061, 333-179797, 333-166645, 333-144065, 333-161172, 333-179796, and 333-66450 on Form S-8 of our reports dated March 3, 2017, relating to the consolidated financial statements and financial statement schedule of PC Connection, Inc. and the effectiveness of PC Connection, Inc.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K of PC Connection, Inc. for the year ended December 31, 2016.

/s/ Deloitte & Touche LLP
Boston, Massachusetts
March 3, 2017

Exhibit 31.1

CERTIFICATIONS

I, Timothy McGrath, certify that:

1. I have reviewed this Annual Report on Form 10-K of PC Connection, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2017

/S/ TIMOTHY MCGRATH

Timothy McGrath
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, William Schulze, certify that:

1. I have reviewed this Annual Report on Form 10-K of PC Connection, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2017

/S/ WILLIAM SCHULZE

William Schulze
Vice President, Interim Treasurer and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report on Form 10-K of PC Connection, Inc. (the "Company") for the year ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Timothy McGrath, President and Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that to the best of his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 3, 2017

/S/ TIMOTHY MCGRATH

Timothy McGrath

President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report on Form 10-K of PC Connection, Inc. (the "Company") for the year ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, G. William Schulze, Vice President and Interim Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that to the best of his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 3, 2017	/S/ WILLIAM SCHULZE
	William Schulze
	Vice President, Interim Treasurer and Chief Financial Officer