

SCHEDULE 2 – CUSTOMER-SUPPLIER AGREEMENT

THIS CUSTOMER-SUPPLIER AGREEMENT (“CSA”), made in duplicate, for **Networking Products and Related Services** as outlined in Request for Proposals #2019-340 is effective as of the last signature date of the agreement (the **“CSA Effective Date”**)

BETWEEN:

Town of Fort Frances
(the “Customer”)

- and -

CDW Canada Corp.
(the “Supplier”)

WHEREAS the Supplier entered into a Master Agreement with OEMC referred to as **OECM-2019-340-04** for the provision of Resources;

AND WHEREAS the Customer has decided to become a Customer as defined under the Master Agreement by entering into this Customer-Supplier Agreement (the “CSA”);

NOW THEREFORE in consideration of the mutual covenants, rights, obligations, and respective agreements set out below, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

“Business Day” means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act (Ontario)*, or as otherwise agreed to by the parties in writing;

“CSA Term” means the period of time from the CSA Effective Date first above written up to and including the later of:

- (a) June 14, 2023, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the final Expiry Date of June 14, 2025, if Master Agreement extensions are exercised;

“Rates” means the applicable price for the Resources, as defined in the Master Agreement.

ARTICLE 2 – THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2019-340-04.

2.2 All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the Master Agreement shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Customer-Supplier Agreement executed by the Supplier and a Customer may be less than the Rates set out in the Master Agreement.

ARTICLE 3 – REPRESENTATIVES FOR CUSTOMER-SUPPLIER AGREEMENT

1.1 The Supplier’s representative for purposes of this CSA shall be:

- Art Pascu, Senior Manager, Program Sales
- Email: pspca@cdw.ca
- Phone: 647) 288-5789

3.2 The Customer representative for purposes of this CSA shall be:

- Jeremy Hughes
- Information Technology Manager
- jhughes@fortfrances.ca
- Town of Fort Frances
- 320 Portage Avenue
- Fort Frances, Ontario, Canada, P9A 3P9
- Telephone: (807) 274 5323 x 1219
- Mobile: (807) 271 2409
- Fax: (807) 274 8479
- fortfrances.ca

3.3 The OECM representative for purposes of this CSA shall be:

- Customer Relationship Management
- Email: customersupport@oecm.ca
- Phone: 1-844-OECM-900 (1-844-632-6900)

ARTICLE 4 – CSA TERM

- 4.1** This CSA is effective as of the CSA Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the “**Term**”). If the Term of the Master Agreement is extended, then the CSA Term shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

- 5.1** The Supplier agrees to provide the Resources to the Customer as described in the Master Agreement and as more particularly specified in Schedule 2 Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.
- 5.2** The Supplier shall adhere to the timelines set out in Schedule 2 Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Customer hereby consents to the use by the Supplier of the Supplier’s Subcontractors and personnel (if any) named in Schedule 2 Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Customer may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources in order to reflect an increase or decrease in the kind, amount, or frequency of Resources to be rendered. The Supplier shall comply with all reasonable Customer change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Customer and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 – RATES AND PAYMENT

- 6.1** The Customer shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out in Schedule 2 Appendix B – Rates of this CSA.
- 6.2** The Customer will pay the Supplier by way of [Purchasing Cards, cheque, electronic funds transfer](#). The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Customer for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Schedule 2 Appendix B – Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

- 7.1** The Supplier shall furnish a Certificate of Insurance to the Customer in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.
- 7.2** The Supplier shall ensure that the Customer is named as an additional insured party under the Supplier’s insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

ARTICLE 8 - NOTICES

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Customer address to the attention of the Customer Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
 - (b) in the case of personal delivery or facsimile, or email, one (1) Business Day after such notice is sent in accordance with this paragraph.
- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice. Notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

9.2 Termination by Customer

The Customer shall be entitled to terminate the CSA, without liability, cost or penalty:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Customer's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

9.3 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Customer with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and, (ii) any other information requested by the Customer pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Customer to give effect to the termination of the CSA; and,
- (c) comply with any instructions provided by the Customer, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

9.4 Supplier's Payment Upon Termination

A Customer shall only be responsible for the payment for the Resources supplied on or before the CSA Effective Date of any termination of the CSA and for any Customer-unique Resources in Supplier's inventory

ordered at the specific request of the Customer (which such inventory shall be immediately delivered to the Customer). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Customer may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Customer or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

ARTICLE 10 – PUBLICITY

- 10.1** Any publicity or publications related to this CSA or the provision of the Resources shall be at the sole discretion of the Customer. The Customer may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Customer without the prior written consent of the Customer.

ARTICLE 11 – LEGAL RELATIONSHIP BETWEEN CUSTOMER, SUPPLIER AND THIRD-PARTIES

11.1 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Customer under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective signatories have the authority to legally bind them.

11.3 Independent Contractor

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Customer or to assume or create any obligation or responsibility, express or implied, on the Customer's behalf, or to hold itself out as an agent, employee or partner of the Customer. Nothing in the CSA shall have the effect of creating an employment, partnership or relationship between the Customer and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

11.4 Subcontracting or Assignment

The Supplier may subcontract or assign this CSA in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this CSA is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Customer, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Customer and subject to the terms and conditions that may be imposed by the Customer. Without limiting the generality of the conditions which the Customer may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Customer.

ARTICLE 12 – GENERAL

12.1 Severability

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by a Force Majeure Event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that Force Majeure Events shall include without limitation any cause beyond the reasonable control of either party including, without limitation, fire, explosion, power failure, acts of God, pandemics, epidemics, quarantines or civil disturbances caused by severe medical emergencies or diseases, government declared emergencies, military actions or actions of public enemies, any act or omission under any law, order, regulation, rule or requirement of any court, governmental or public authority or legal body having jurisdiction, labour action (such as strikes, slowdowns, picketing or boycotts), natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. In no event shall lack of money, insolvency, any act of bankruptcy or any act or omission of a party be a Force Majeure Event. If a party seeks to excuse itself from its obligations under this CSA due to a Force Majeure Event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

12.3 Changes By Written Amendment Only

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

12.4 *Section 217 Education Act et. Al.*

The Supplier represents and warrants that it has not employed, and that it will not during the CSA Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the CSA Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the CSA Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the CSA Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

12.5 Criminal Records Check

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students and/or other vulnerable person on a regular basis, or who may have access to student and/or other vulnerable person's information to provide services hereunder, where such Supplier's employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students and/or other vulnerable person of the Customer. For the purposes of this CSA, the Customer shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students and/or other vulnerable persons on a regular basis or have access to student and/or

other vulnerable person's information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students and/or other vulnerable persons.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, the *Cannabis Act* (Canada) and any other convictions, charges and occurrences which would be revealed by:

- (a) the criminal record and judicial matters check of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP System"); and,
- (b) a vulnerable sector check of the RCMP System

for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students and/or other vulnerable persons on a regular basis or who may have access to student and/or other vulnerable person's information. A "Criminal Background Check"), together with an Offence Declaration, in a Customer approved form, prior to the occurrence of such possible direct contact or prior to having access to student and/or other vulnerable person's information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Customer from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students and/or other vulnerable persons on a regular basis, or who may otherwise have access to student and/or other vulnerable person's information prior to the occurrence of such possible direct contact, or prior to having access to student and/or other vulnerable person's information with respect to Offence Declarations, then the Customer will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Customer shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Customer may attend to such reviews at least twice per year during the CSA Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Customer in the circumstances and in its sole and unfettered discretion, then the Customer will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Customer hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Customer may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA and will cause any such employee or contractor to wear identification badges.

The Supplier will provide thirty (30) days written notice to OEMC and the Customer should the third-party provider be changed to another provider.

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Customer's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Schedule 2 Appendix C – Customer's Policies and Guidelines to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Customer's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Customer in any investigation undertaken by the Customer pursuant to such policies.

IN WITNESS WHEREOF the parties hereto have executed this Customer-Supplier Agreement as of the date first above written.

Town of Fort Frances
Account Number 9676921

Authorized Signature

Name

Title

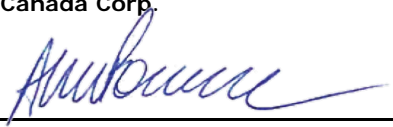
Contact Email

Contact Phone

Date

I have authority to bind the Customer. By signing this Customer-Supplier Agreement, I also consent to receive email communications from OECM, which may include announcements related to changes in Resources, services and pricing on this and other OECM Master Agreements.

CDW Canada Corp.



Authorized Signature

Art Pascu

Name

Sr. Manager, Program Sales

Title

11/24/2020

Date

I have authority to bind the Supplier

SCHEDULE 2 APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

The Supplier and Customer, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Customer's business hours, locations, insurance coverage/requirements, reporting, invoice formatting, security clearance checks, etc.). Additionally, Customers will work with the Supplier to finalize the list of specific Resources and Rates based on the Customers requirements.

1. Networking Resources

The Supplier will provide appropriate licensed network physical (hardware), virtual (software-based system that performs the function of a physical Resources) and software.

All proposed Resources must be newly manufactured.

The Supplier shall maintain the Authorized Reseller status for Cisco and Palo Alto throughout the Term.

The Supplier will provide Resources from the following OEM's as per the table below:

No.	Resource Description	Cisco	Palo Alto
1.1	Access Point Resources	✓	
1.2	Router Resources	✓	✓
1.3	Switch Resources	✓	
1.4	Security Resources	✓	✓
1.5	Hybrid Networking Resources	✓	✓
1.6	Wireless LAN Controller Resources	✓	
1.7	Additional Resources The Supplier will make available to Customers all Resources from awarded OEMs, that are managed through the multi-functional networking Resources		✓

The following are out of scope of this Master Agreement:

- (a) Application security;
- (b) Cloud hosting/security;
- (c) Non-networking Resources and/or services (e.g. smart phones devices); and,
- (d) Security training (for e.g. training for security as a practice, such as a Certified Information Systems Security Professional ("CISSP") certification, however training for security Resources will be in scope).

1.1. Access Points Resources

Physical and, where available, virtual access points Resources that support 802.11a/b/g/n/ac Wave 2 wireless standards and 802.11ax.

1.2. Router Resources

Physical and virtual router Resources including, but not limited to:

- (a) Branch
- (b) Core; and,
- (c) Edge.

1.3. Switch Resources

Physical and, where available, virtual switch Resources including, but not limited to:

- (a) Modular/expandable and fixed switches;
- (b) Power over Ethernet ("PoE"), PoE Plus ("PoE+") and non-PoE;
- (c) Varying number of ports (e.g. four (4) to forty-eight (48)); and,
- (d) Varying speeds (e.g. Fast Ethernet (10/100 Mbps), Gigabit Ethernet (10/100/1000 Mbps), Ten Gigabit (10/100/1000/10000 Mbps), and 40/100 Gbps speeds);

The switch Resources should be compliant with current established open internet standards.

1.4. Security Resources

Physical and virtual security Resources, including, but not limited to:

- (a) Application-level gateway (proxy firewall);
- (b) Circuit-level gateway;
- (c) Next-generation firewall;
- (d) Packet filtering firewall;
- (e) Reverse proxy server;
- (f) Stateful inspection firewall; and,
- (g) Unified threat management Resources.

1.5. Hybrid Networking Resources

Physical and virtual Resources with two (2) or more combined functionalities that are typically provided by single function networking Resources (e.g. SD-WAN, security and routing functionality within one (1) hybrid networking Resources).

1.6. Wireless LAN Controller Resources

Physical and virtual wireless Local Area Network ("LAN") controller Resources.

1.7. Additional Product Resources

The Supplier will make available to Customers all product Resources from awarded OEMs, that are managed through the multi-functional networking product Resources. Where a Resource is bundled with subscription and support, the individual components will be identified and discounted at the individual component committed minimum discounts: Resource, subscription and support.

1.8. License Subscriptions for Resources

The Supplier will provide license subscriptions for Resources including, but not limited to:

- (a) Right to use ("RTU");
- (b) Firmware and/or software updates during the life of the Resources; and,
- (c) The Supplier will provide Customers the option for all license subscription for Resources to co-terminate regardless of when the Customer purchased the Resources. The Rate will be prorated appropriately.

2. Related Resources for Physical Resources

2.1. Technical Support Services

The Supplier will provide help desk support (technical support) to Customers for the Resources purchased Technical Support Services, such as:

- i. Access to Product technical assistance 24/7 via a toll-free telephone number, either through its own help desk or through the OEM help desk;
- ii. Troubleshooting process; and,
- iii. Issue tickets and transfer the Customer's request to the OEM help desk.

Technical online self-help Support with access to self-service materials in a variety of formats (e.g. online manuals, FAQs, forums and instructional videos) that allow the Customer to identify problems and potential solutions.

Whether the Customer chooses the Supplier's Paid Managed Services, cost to be mutually discussed and agreed upon by the Customer and the Supplier or OEM Support Services (Cisco SmartNet & PAN support packages), the following are standard levels of requests further supported by the Supplier's technical architects and sales team as needed until issue resolution.

- (a) Severity 1 (S1) - Network is "down" or critical impact to business operations. OEM will commit considerable resources around the clock to resolve the situation
- (b) Severity 2 (S2) - Operation of an existing network is severely degraded, or significant aspects of the Customer's business operation are negatively affected. Product is impaired and customer production is up but impacted.
- (c) Severity 3 (S3) - Operational performance of your network is impaired, while most business operations remain functional. OEM will commit resources during normal business hours to restore service to satisfactory levels. A production function has failed, customer production is not affected. Support is aware and a workaround is applicable.
- (d) Severity 4 (S4) - There is little or no effect on your business operations

2.1.1. Self-help tools

(a) Cisco offers following technical services options:

- i. Smart Net Total Care reduce downtime with expert technical support and flexible hardware coverage through Technical Assistance Center (TAC)
- ii. Solution Support offers centralized management and resolution for complex issues
- iii. Technical Services (TS) Advantage optimizes network management
- iv. Software Support Service offers complete coverage which include software updates and upgrades, 24-hour technical support, and access to online troubleshooting tools.

(b) Palo Alto Networks offers the following technical services:

Palo Alto Networks ("PAN") has a 24x7 support centers which are located around the world in multiple geographies.

Supplier's online Resources include:

- i. KnowledgeBase - Search solutions and technical documents describing common problems and steps to resolve them;
- ii. KnowledgePoint - Find answers, exchange information, and share experiences with your technical peers;
- iii. DevCenter - The online community shares ideas and custom content as well as tools to create it. All do-it-yourself types are welcome;
- iv. Create and Track a Case - Create support cases, add comments, and view your status updates 24 hours a day;
- v. Software and Dynamic Updates - Find software updates for all of your Palo Alto Networks products and get the latest Application and Content-IDs;
- vi. Applopedia and Threat Database - Verify App-IDs, vulnerabilities, and spyware covered by your Palo Alto Networks firewall; and,

- vii. Documentation and Announcements - Updated product documentation, announcements, release notes, and alerts are posted regularly online for downloading and printing.

2.2. Standard OEM Warranty

The Supplier will provide the standard OEM warranty for all Resources provided and manage OEM warranty coverage upon Resources delivery to the Customer, including, but not limited to:

- (a) Registration of Customer Resources;
- (b) Facilitation of Resources repair including parts as needed, labour, and shipping to and from the Customer's location as applicable; and,
- (c) Next Business Day replacement of defective Resources.

At a minimum, the Supplier is responsible for initiating and/or acting as a liaison with the OEM on behalf of the Customer on a warranty claim, upon request.

For any issues/warranty claims, the Customer will have to open a case with OEM's Technical Assistance Centre ("TAC") to troubleshoot and find resolution, however, the Supplier will also facilitate that. TAC will open a Return Merchandise Authorization ("RMA") which will be covered by warranty package selected by Customers along with the Resources.

Depending upon the support package, warranty claims fulfillment would vary. Warranty package chosen with the product can be standard (warranty claims are fulfilled within standard timeframe) or premium (warranty claims are fulfilled at a faster pace).

If the Customer chooses standard package – OEM's will open RMA for the claim. Upon approval, Customer would receive replacement or repaired product within standard timeframes. In case of premium support packages, warranty claims are fulfilled at a faster rate. Supplier's program management & Account Executive ("AE") will ensure that all the requests are handled in a timely manner meeting appropriate SLAs.

2.3. Repeat Call Resolution

During any warranty period where a Resource has been repaired three (3) times and requires a fourth repair, the Supplier will replace the Resources with a new Resources of the same or better quality within a maximum period of fifteen (15) Business Days at no additional cost to the Customer.

OEM's support engineers are trained to quickly understand Customer's unique challenges and bring them to rapid resolution. Depending upon severity, OEM engineers are highly likely to recommend full product replacement over repeated repair. Should the Customer not receive a satisfactory response to any support request, the Customer is encouraged to bring the case number forward immediately to the Supplier's account executive who will engage with the OEM's teams for expedited solution.

2.4. Extended Warranty Coverage

The Supplier will, if requested by the Customer, provide extended warranty Resources offered by the OEM of the Resource, at the time of purchase or on/before the expiry of the standard OEM Resources warranty. The terms and conditions of the optional extended warranty Services should be equal to or better than the standard OEM warranty at a Rate this is mutually agreed upon between the Customer and the Supplier.

2.5. Onsite Support Resources

The Supplier will provide the Customer with onsite support Resources for the resolution of issues that cannot be resolved through remote diagnostics and repair.

2.6. Preventative Maintenance Resources

The Supplier will provide preventative maintenance Resources offered by the OEM of the Resource, if required by the Customer, at a Rate mutually agreed upon by the Customer and Supplier.

3. Related Resources

3.1. Proactive Diagnostics Resources

The Supplier should provide the Customer, if requested, with the option for a proactive diagnostic program offered by the OEM of the Resources that includes real-time alerts for any existing and/or potential Resources failures and recommended steps for resolution, at a Rate this is mutually agreed upon between the Customer and the Supplier.

3.2. Block Resource Hours

The Supplier will provide the Customer with the ability to purchase blocks of Resource hours as required. Block Resource hours will be valid for a minimum of twelve (12) months from the date of purchase.

The Supplier will provide the Customer with reporting that details how many of the block Resource hours have been used, the Resource provided and the date the hours were used.

3.3. Professional Resources

The Supplier will provide personnel to complete professional Resources including but not limited to,

- (a) CDW advanced professional services;
- (b) CDW intermediate services;
- (c) CDW basic services;
- (d) CDW project management;
- (e) PAN-consult-VM-ACCEL;
- (f) PAN-consult-CSS-gold-A;
- (g) PAN-consult-MIG-silver;
- (h) PAN-consult-CSS-silver-A;
- (i) PAN-consult-DEMISTO-FastTrack;
- (j) PAN-consult-APERTURE-ACCEL;
- (k) PAN-consult-GPCS-ACCEL;
- (l) PAN-consult-SDWAN-QuickStart-H;
- (m) PAN-consult-CSS-bronze; and,
- (n) PAN-consult-SDWAN-QuickStart-B.

Certification, skills, experience, and Rate for the personnel are to be mutually agreed upon between the Customer and the Supplier. No work will begin by the Supplier's personnel without the Customer's written approval.

3.3.1. Network Design and Planning Resources

Upon Customer request, network design and planning Resources will include at a minimum:

- (a) Network architecture;
- (b) Network expansion;
- (c) Network migration;
- (d) Network performance management;
- (e) Network realization;

- (f) Network-synthesis;
- (g) The Resources selection and placement; and,
- (h) Topological design.

3.3.2. Installation and Implementation Resources

Upon Customer request, installation and implementation Resources will include at a minimum:

- (a) Configuration Resources, before or after delivery of the Resources, as requested;
- (b) Fully enable the Resources within the Customer's environment with the inclusion of broadband connection;
- (c) The Resources rollout Resources;
- (d) Testing Resources during and/or after implementation; and,
- (e) Training Resources and knowledge transfer to Customer.

The Supplier's installation support will include:

- (a) Clearly defined Installation process in the overall implementation plan and detailed Statement Of Work ("SOW") as mutually agreed upon between the Customer and the Supplier during the CSA signing, SOW template is appended as Schedule 2 - Appendix F.
- (b) As expressly agreed, upon between the Supplier and the Customer in the applicable SOW, during installation, certified Supplier technicians will physically install the devices into the racks within the Customer's datacenter and performs any necessary cabling.
- (c) If the devices are virtual (virtual appliance), the Supplier will work with the Customer to virtually install the devices into the Customer's virtual infrastructure.
- (d) Once physical/virtual installation is complete, basic network connectivity is established and tested.
- (e) The Supplier will bring the devices up to date with the latest firmware and OS versions and licenses the devices to ensure vendor support.
- (f) Knowledge transfer and documentation will be provided as requested by the Customer and identified in the SoW.
- (g) The Supplier is a Cisco Gold status partner and has in Canada twelve (12) post sales delivery Cisco CCIE certified engineers (300+ Cisco certs in Canada) to support implementation; likewise, a Palo Alto Network's ("PAN") 2019 Partner of the Year and 10 post sales delivery engineers in Canada including 100+ PAN certs in Canada. For basic rack and stack for both OEM's, the Supplier can provide these services pre-shipment from Supplier's configuration centers located within its partner distribution centers.

The Supplier's implementation will include:

- (a) Provision of detailed Statement of Work ("SoW") that clearly defines the project, in and out of scope deliverables, assumptions, Customer requirements, costs, billing milestones aligned with project milestones and more.
- (b) The process of drafting the SoW will be a collaboration between the Customer's key stakeholders, the Supplier's services business development manager, Supplier's technical architects, the Supplier's Project Delivery Manager, Supplier's account executive and more.
- (c) The Supplier will take a phased approach to all implementations, with the number of phases highly dependent on the complexity of the project.

- (d) At the start of a project, Supplier will assign a project manager to manage all phases of the project and handle any escalations.
- (e) Implementation projects begin with kickoff meetings, whereby Supplier will work with the Customer to align requirements and expectations.
- (f) After the kickoff meetings, detailed architecture and design sessions will follow.
- (g) During these sessions, subject matter experts will work with the Customer to develop an architecture and design that meets the Customer's requirements.
- (h) When the architecture and design phase is complete, the implementation will continue in a phased/defined milestone approach.
- (i) If the implementation is a migration from one technology platform to another, the Supplier will perform an initial "like for like" migration. This approach minimizes the risk and impact on the business during the initial migration.
- (j) After the initial migration, subsequent project phases will implement new or advanced functionality.
- (k) Supplier will perform configuration, testing, implementation, and troubleshooting as part of all phases and will document all components and configurations.
- (l) At project closeout, Supplier will perform knowledge transfer to the Customer and will provide "as-built" documentation along with any other documentation requested by the Customer.
- (m) Supplier will also provide structured and formalized training directly at the Customer's request.

3.3.3. Training Resources

As part of Installation and Implementation SOW discussed and agreed with Customer, training Resources at no additional cost will include following:

- (a) Basic knowledge transfer agreed between Supplier and Customer as part of installation/implementation exercise (e.g. shadowing through implementation as agreed in SOW);
- (b) Sharing configuration guides, user manuals for Resource training and software training;
- (c) Links to complimentary online videos/webinars/trainings offered by OEMs & Supplier as listed below:
 - o PAN Learn center link - <https://www.paloaltonetworks.com/services/education/digital-learning>;
 - o Beacon is free link from PAN for learning. The Customer needs to have a support portal user id, that would be assigned from the admin managing the assets. If Customer clicks on the link, and log in, Customer will get "Byte Size" training on configuration, advanced configuration, use cases, self service road maps. The upside of this tool is it helps create Palo Alto champions in technology by providing badges as the Customer goes through and complete modules. - <https://www.paloaltonetworks.com/beacon>;
 - o Cisco's learn center offers many resources such as blogs/links at following link - <https://learningnetwork.cisco.com/s/>;
 - o Cisco offers lot of options such as Ask the experts - <https://learningnetwork.cisco.com/s/article/july-aci-ask-the-experts-sessions>; and,
 - o CDW-hosted Cisco and PAN customer-facing webinars, lunch and learns, ExpertsWhoGetIT Blogs and other best practice whitepapers.

Please note SKU-based Cisco and PAN training services are excluded, likewise CDW PAN Advanced Training Centre, advanced knowledge transfer including documentation and any virtual or in-classroom course-based training are also excluded. Virtual or in-classroom training is subject to the professional services rate card, intermediate services however will require a minimum of 5 students and a maximum of 10 students per course.

Upon request, the Supplier will make available via email project documentation archives to ensure effective onboarding of new Customers and transitioning to the projects. Supplier's account executives will regularly attend OEM trainings which help them stay up to date with latest technology trends.

4. Order Management

The Supplier will provide a variety of ways for Customers to order Resources, including but not limited to the following:

- (a) Via purchase order through the Customer's system;
- (b) Electronic Data Interchange ("EDI");
- (c) Email;
- (d) Fax;
- (e) Online via Pro Option;
- (f) Toll free phone; and/or,
- (g) Supplier's online ordering process.

Where applicable, Customers may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Customers' systems, policies and procedures.

4.1. Order Acknowledgement

The Supplier will acknowledge the receipt of an order by Customer within two (2) Business Days. The Supplier will include in this acknowledgement, any Resources ordered that cannot be fulfilled (e.g. back orders). The Customer, at its sole discretion may:

- (a) Cancel some or all of the order;
- (b) Ask the Supplier to ship only available Resources and cancel any backorders; and/or,
- (c) Agree to an alternative delivery schedule based on anticipated Resources availability.

4.2. Order Changes and/or Cancellation

The Supplier will accept new orders, order changes and/or cancellation as may be required based on Customer's requirements, at no additional cost to the Customer. For Resources already shipped, or custom Resources, the Supplier will provide support for order change and cancellation policies and any specific expectations as agreed to by the Customer and the Supplier.

Orders can be modified or cancelled before shipment; or cancelled by refusing the delivery or entering a return request for the unopened goods. The Supplier will provide pre-paid waybills for approved returns.

4.3. Online Order Tracking

The Supplier will provide the Customer with access to an online order tracking system that allows the Customer to see detailed tracking, location and expected delivery time for each order.

4.4. Electronic Commerce

Customers currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft, Jaggaer (formerly SciQuest)) for processing orders and payments. To support these processes, the Supplier will provide reasonable technology and implementation support, at any time during the Term, at no additional cost to the Customer.

Using Supplier's ecommerce platform, once logged in, the Customers can use various self-service features i.e. create quotes/orders, delivery tracking and invoices, create bundles and catalogues, use product finders, request returns, security settings etc.

The Supplier can integrate directly with the Customer's systems, with Supplier's integrations, Customers can leverage their preferred eProcurement system such as SAP/Ariba, Jaggaer, Oracle etc. for:

- (a) Punch-out catalogue
- (b) Order confirmation and ETA
- (c) Advanced shipping notice
- (d) Evaluated receipt settlement

The Supplier will accommodate special orders, multiple delivery locations, rollouts, inside deliveries. The Supplier's account executives will work with Customers to forecast product needs and design a customized rollout schedule. Orders with special handling may have additional costs.

4.5. Delivery

All Resources will be Delivered Duty Paid ("DDP") to inside the door or the dock of the Customer's location as requested by the Customer and the title of the Resources will pass to the Customer upon receipt of the Resource at Customer's location.

The Supplier will deliver orders with correct Resources and quantities within the lead times as specified in Section 4.6.

The Resources will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Customer's required information (e.g. name of the employee who placed the order, purchase order number, Resources and quantities ordered, OEM Resources code, Supplier catalogue code, Resources and quantities shipped, back ordered Resources and quantities, if any).

The Supplier will, if installing the Resources for the Customer, remove all packaging and recycling the packaging in an environmentally friendly manner.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

4.6. Delivery Lead Times

The maximum lead time for delivery of any Resources is ten (10) Business Days from the date of order acknowledgement to Customer, unless otherwise agreed upon between Supplier and Customer.

4.7. Back Orders

Back orders should be confirmed at the time of the order acknowledgement with an estimated delivery date. Customers will have an option to cancel or keep the back orders at no additional cost.

4.8. Demo Resources

The Supplier will provide Resources and allow Customers to demo and/or test them at the Customer's location for up to ninety (90) days at no charge to the Customer (including no charge for delivery, installation, removal or return).

The quantity of demo Resources will be mutually agreed upon between the Customer and Supplier.

The Supplier may offer an additional discount-off the purchase price of the demo/tested Resources should the Customer decide to purchase

4.9. Resource Substitution

The Supplier will only substitute Resources with prior approval from Customer's designated personnel.

4.10. Damaged or Defective Shipment

The Customer may not accept the delivery of the Resources if they are:

- (a) Damaged (or the packaging is damaged);
- (b) Not delivered as agreed; or,
- (c) Substituted without prior approval of the Customer.

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Customer's location. Customers will not be responsible for any additional costs, (e.g. re-stocking charges) due to damaged or defective Resources received.

If a package arrives damaged, the Customer should refuse to accept delivery from the carrier.

If the Customer does accept delivery, the Customer should:

- (a) note the damage on the carrier's delivery record so that the Supplier may file a claim;
- (b) save the merchandise, the original box and packaging it arrived in; and,
- (c) notify the Supplier either by calling customer relations or through the dedicated account executive.

The Customer's return of any Resource shall be governed by Supplier's return policy which can be found in Schedule 1 - Appendix G of this Agreement.

4.11. Dead-on-Arrival Resources

The Supplier will provide an exchange for any dead-on-arrival ("DOA") Resources that do not work when tested at the Customer's site.

The Supplier will deliver replacement Resources within ten (10) Business Days of notification by the Customer at no additional cost to the Customer.

If a Product from the Supplier arrives defective or is DOA, the Customer should report the issue to the Supplier's account executive. The Supplier will submit an RMA and advance ship the replacement.

Steps for submitting an RMA are as listed below:

- (a) Account executive enters an RMA request or Customer enters RMA request on Supplier's website;
- (b) Customer relations approves or denies the RMA within 48-72 hours (always approved for DOA);
- (c) Customer relations sends an email to Customer with an RMA number, return instructions including prepaid waybill;
- (d) Customer has 10 days to return product;
- (e) The Supplier CDW will issue credit once the return is received into the warehouse;
- (f) If the RMA is denied, the account manager will contact the Customer directly. The Supplier may recommend the Customer use manufacturer warranty or will contact OEM directly on behalf of Customer; and,
- (g) If there are any product issues, after the 30-day period, Customer should contact the Supplier's customer support at 1.800.972.3922 x 6 or crreturnsca@cdw.com.

4.12. Returns

The Supplier will accept all Resources returned by the Customer that were not used and were ordered incorrectly under the Master Agreement within thirty (30) days from delivery date, at no additional cost (e.g. restocking or shipping fee) to the Customer.

Customers may return most non-defective Resources to the Supplier within 30 days of invoice date and receive credit/refund with free shipping.

Resources that are considered special orders such as Custom-made To Order ("CTO"), and configured Resources are non-returnable or may have unique return restrictions that can be provided prior to purchase; if a non-standard return is approved, minimum twenty five percent (25%) restocking fee may apply. The Supplier will make every effort to ensure Customer satisfaction and that a mutually agreeable conclusion is met; the Supplier will advocate, and leverage escalate channels with the OEM's to ensure Customer satisfaction and other SLAs are met.

4.13. Recalls

The Supplier will ensure that Resources meet current safety standards and regulations and will advise OEM and Customers of any changes with regulatory agencies related to the Resources, which may impact the future availability of Resources.

The Supplier will immediately report on recalled Resources to OEM and Customers advising applicable details (e.g. model number, serial number). Supplier will comply with the requirements of any Applicable Law in respect to recalled Resources and repair or replace the Resources at no additional cost to Customers.

4.14. Discontinued Resources

The Supplier will not arbitrarily discontinue a Resources, unless it is deemed to be at an end-of-life cycle by the OEM. When discontinuing a Resources, the Supplier will provide a written notice to OEM and the affected Customer within ten (10) Business Days of receiving an official notice from the OEM.

Supplier's teams will communicate and collaborate with the Customer to manage recalled or discontinued Resources in the following manner:

- (a) Supplier's Partner and Product Management (PPM) team will own the process of ensuring Supplier's account executives are always up to date on product/solution lifecycle and any recalls. Supplier's OEM's partner representatives will ensure that timely updates are provided to sellers, including customer-facing collateral that sellers can pass on to Customers. Examples of collateral includes emails, roadmap diagrams, webinar or other training opportunities, depending on the complexity of the change or architectural impact.
- (b) Supplier's purchasing team will receive regular updates from Supplier's distribution partners on End of Life Resources/discontinued Resources. Supplier's purchasing team will inform the account executives on status and will share the communication emails, notifications. This will help account executives to inform the Customers with all the justification documents. Supplier's account executives will also recommend replacement Resources/better technology options to address the orders and manage regular technology roadmap sessions with their Customers to address upcoming next generation technology. The Supplier has live EDI feed from Supplier's distribution partners and out to the Customer-facing website; as such, end of life product will be promptly removed from Supplier's website and replacements will be made available.
- (c) Supplier's OEM's have standard policies and procedures which makes management of end of life Resources as seamless and transparent as possible. Both of the Supplier's OEMs provide six (6) months' notice prior to a Product's End of Sale and will provide technical assistance for a period of five (5) years following the End-of-Sale date.

Further, the Supplier will ensure that in the event a Resources becomes unavailable and a replacement is proposed, the replacement Resources will have equal or greater functional capabilities/specifications than those of the retiring Resources.

5. Invoicing

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a Customer-Supplier Agreement ("CSA").

The Supplier will, for Customers using Jaggaer (formerly known as SciQuest), support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Customer's CSA will be itemized and contain, at a minimum, the following information:

- (a) Customer name and location;
- (b) Shipped to the attention of;
- (c) Supplier contact information;
- (d) Customer purchase order number (if applicable) and order date;
- (e) OEM Resources code;
- (f) Supplier catalogue code;
- (g) Description of Resources and/or Resources provided;
- (h) Unit of measure and order quantity;
- (i) Rate per unit of measure; discount; discounted Rate and sub-total;
- (j) Invoice number and date; and,
- (k) HST and total cost.

5.1. Payment Terms and Methods

The Customer's common payment terms are net thirty (30) days.

The Supplier will accept payment from Customers by cheque, Purchasing Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no additional cost to the Customer.

Different payment terms may be agreed to when executing a CSA (e.g. 2%/10 early payment discount for Customers).

Note – Customer's payment terms will not be in effect until the Supplier provides an accurate invoice.

If the Resources being delivered require other Resources, i.e. installation or implementation, the invoice will be in effect at the completion of the Resources or as mutually agreed upon between the Customer and Supplier.

5.2. Expenses or Additional Charges

There shall be no expenses or other charges payable to the Supplier under the Contract other than the Rates established under the Contract. Applicable expenses incurred for travel, meals and/or accommodation, if any, to perform Services must be approved by the Customer in advance. Any such expenses must be charged in accordance with the Customer's travel policy, as may be amended from time to time. All such pre-approved expenses, where applicable, must be itemized separately on invoices. Customers shall not be responsible for expenses incurred by the Supplier and the Supplier's resource/personnel while travelling or otherwise, including, but not limited to:

- (a) Gratuities;
- (b) Laundry or dry cleaning;
- (c) Valet services;
- (d) Dependent care;
- (e) Home management;
- (f) Personal telephone calls; and,
- (g) Other hospitality and incidental expenses.

5.3. Electronic Fund Transfer

The Supplier will provide the Customer with the necessary banking information to enable EFT, at no additional cost to the Customer, for any related invoice payments including, but not limited to:

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

6. Support to Customers

The Supplier will provide effective support to Customers including, but not limited to:

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (d) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer;
- (f) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (g) Providing training/demonstrations, knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- (h) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (i) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (j) Providing written notice to Customers on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- (k) Adhering to Customer's privacy policies and notifying Customer of any scheduled shutdowns;
- (l) Provide Customer reporting (e.g. block Service hours usage); and,
- (m) Attending meetings with Customers, as requested.

6.1. Transition

The Supplier should provide Customers support on account setup at no additional cost, ensuring seamless transition towards utilizing the OECM Master Agreement Resources with minimal disruption.

6.2. Financial Incentive to Customers

Where feasible, the Supplier should offer financial incentives to Customers to promote additional cost savings resulting from better operational efficiencies including, but not limited to:

- (a) Increased online ordering including electronic commerce;
- (b) Use of Purchasing Card for immediate payment ("P-Card");
- (c) Early payment discount for Customers;
- (d) Trade in of old equipment;
- (e) Higher volume purchase discounts; and,

(f) Overall growth.

In consultation with OEM, the Customer may negotiate specific details related to one (1) or more financial incentive.

The financial incentives the Supplier and Customer agree to will be incorporated into the Customer-Supplier Agreement and reviewed and adjusted (e.g. annually) as required and reported to OEM as part of the sales reporting.

The financial incentive to Customers can be reviewed and adjusted annually as required.

7. Environmental Considerations

OEM and its Customers are committed to reducing their carbon footprint. The Supplier should keep Customers informed about any environmentally friendly processes, new technologies and/or green initiatives. The Supplier should, in consultation with OEM, make any environmentally friendly processes, new technologies and/or green initiatives, related to Schedule 1 – Appendix A, available to Customers as required.

The Supplier has a beGreen program which provides their staff with a platform to reduce, reuse and recycle to make the Supplier's operations leaner, more efficient and more environmentally responsible. The Supplier continually works to develop their efficiencies, waste reduction and comply with ISO 14001 standards.

8. Social Procurement

OEM and its Customers are committed to social procurement. The Supplier should keep OEM and Customers informed about social procurement processes.

9. Disaster Recovery and Business Continuity

The Supplier will possess and provide to OEM and/or Customers upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resources availability critical to Customers.

10. Licences, Right to Use and Approvals

The Supplier will obtain all licences, right to use and approvals required in connection with the supply of the Resources and provide them at Customer and OEM request. The costs of obtaining such licences, right to use and approvals will be the responsibility of, and will be paid for by, the Supplier.

Where a Supplier is required by Applicable Law to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Master Agreement, neither acceptance of the Proposal nor execution of the Master Agreement by OEM will be considered an approval by OEM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

11. Electrical Requirements

The Supplier will ensure electrical Resources are energy efficient and authorized or approved by the Customer and in accordance with the Ontario Electrical Safety Code and with the Canadian Standards Association ("CSA Group") or Underwriters Laboratories of Canada ("ULC") and will bear the certification organization's mark identifying the goods certified for use in Canada. Certification will be to the standard that is appropriate for the intended use of the electrical equipment/Resources at Customer's facilities.

SCHEDULE 2 APPENDIX B – RATES

[Insert applicable Rates or refer to Appendix B of the Master Agreement]

Resource Rates

The two (2) type of Resource Rates applicable are as listed below:

- (a) Minimum percentage discount off MSRP Rates, per OEM, for Resources are firm Rates for the initial Term; and,
- (b) Maximum hourly Rates for Resources are firm Rates for the first year of the Master Agreement.

The Supplier may, however, lower its Rates for specific Customer Resources without affecting the Rates in the Master Agreement.

The Supplier will invoice Customers at the lowest Rate if a Resource is offered on multiple OEM Master Agreements then currently in place with Supplier.

In extenuating circumstances, OEM may consider a Rate adjustment substantially effecting the provision of Resources resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. OEM may use a third-party index (e.g. Consumer Price Index ("CPI")) in its Rates review. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OEM. The Supplier must submit documentation demonstrating the request effects the Resources in this Master Agreement. OEM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

Optional Second Stage Selection Process

The Optional Second Stage Selection Process is managed by the Customer or by OEM on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Resources a Customer may select a Supplier, or seek Rates and other relevant Resource information specific to a Customer's organization (e.g. by issuing a non-binding request via an Optional Second Stage tool (e.g. Request for Services ("RFS"), Quick Quote ("QQ"), or Customer's process (e.g. directly or via an online e.tendering platform) from the Supplier for their specific Resource requirements. If selected by the Customer, the Supplier will provide the Resources in accordance with the specifications stated in the Master Agreement and in the Customer's Customer-Supplier Agreement.

When an Optional Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Resources, or it may request the Supplier to propose appropriate Resources to fulfill the Customer's requirements and any other applicable information. The Customer may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with this Master Agreement.

The Supplier must respond to an Optional Second Stage Selection Process request and, at minimum, the response should set out the following:

- (a) Proposed Resources;
- (b) Timelines for Resources; and,
- (c) Final, net Rates (the Rates should be valid for a period of not less than ninety (90) days). Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Optional Second Stage request.

Customers are not obligated to sign a Customer-Supplier Agreement to obtain specific Resources Rates. However, a Customer-Supplier Agreement must be signed before the provision of any Resource commences.

Optional Rate Refresh

OEM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh according to the following type of Rates:

- (a) For minimum percentage discount off MSRP for Resources, the Supplier will provide a written notice with supporting documentation at least one hundred and twenty (120) days prior to the expiry date of the initial

Term. If a Rate refresh is not requested, for Resources, the Rates from the initial Term will remain in effect until the final expiry of the Master Agreement, including any extension period that is exercised; and,

- (b) For maximum hourly Rates for Resources the Supplier will provide a written notice with supporting documentation to OEMC at least one-hundred-and-twenty (120) days prior to the Master Agreements' anniversary date if requesting a Rate refresh. If a Rate refresh, for Resources, is not requested, the Rates shall remain in effect until the next anniversary of the Master Agreement.

As part of any review OEMC will consider Rate adjustments that reflect changes in operational adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by the Bank of Canada, tariffs, or ordinances. OEMC may use a third-party index (e.g. Consumer Price Index ("CPI") in its Rates review. Any such request from the Supplier must be (supported by the original equipment manufacturer ("OEM") and) accompanied by documentation deemed appropriate by OEMC. OEMC will not consider any fixed costs or overhead adjustments in its review.

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") will be based on the following:

- (a) A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period October 2019 – March 2020 was one-point-three-three-two-one-one-seven (1.332117);
- (b) Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- (c) The applicable six (6) month average USD-to-CAD exchange rate used will be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OEMC, which demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Master Agreement management performance (i.e. Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered by OEMC when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OEMC and the Supplier, the new Rates would only be applicable to the Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) day prior notice. If, however, a proposed Rate increase is not accepted by OEMC the Master Agreement will be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at the lower agreed upon Rates.

If a Rate refresh request is not requested by the Supplier, the Rates from the previous period will remain in effect.

Decreases to the maximum Rates and/or increases to the minimum percentage discount off Manufacturer's Suggested Retail Price ("MSRP") will be accepted at any time during the Term.

Based on the above, the Master Agreement will be amended, if needed.

Optional Process to Add other Resources

The Supplier will provide written notice to OEMC of at least one hundred and twenty (120) days, prior to the addition of the Resources, if requesting a product and/or service refresh.

Additional Resource requests from the Supplier must be accompanied by appropriate documentation (e.g. Resource description, and rationale for the addition).

Volumes and Supplier's performance (i.e. Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Resources or new OEM to the Master Agreement. In the event the Supplier's performance is poor and/or unacceptable, OEMC may not agree to the Supplier's Resources refresh request. All other Resources will remain unchanged.

Rates, for newly added Resources, will be negotiated at the time ensuring Rate alignment with similar Resources currently available on the Master Agreement.

Based on above, the Master Agreement will be amended, if needed.

Savings

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes generate various opportunities for savings including direct discounts and indirect savings (e.g. process improvement, lead time reduction, standardization, economies of scale, cost avoidance).

Upon Customer's approval to OECM, the Supplier will provide OECM with the Customers' historical spend (e.g. baseline information) prior to the Effective Date of this Master Agreement if applicable to facilitate savings calculations and develop analysis.

Supplier will calculate savings as a delta between the Supplier' advertised price and actual sales price offered to the Customer.

No Minimum Volumes

The Supplier will not be permitted to charge a minimum volume and/or dollar amount value for orders during the Term.

Pricing Audit and Management

The Customer, OECM, or OECM on behalf of a Customer, may request Rate audits on Resources provided during the Term (including all Rates) of the Master Agreement. The Supplier will provide supporting documents as deemed acceptable by the Customer, OECM, or OECM on behalf of a Customer within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

SCHEDULE 2 APPENDIX C - CUSTOMER'S POLICIES AND GUIDELINES

[Customers may insert their purchasing policies and guidelines under the Customer-Supplier Agreement. For example, the Customer's Accessibility for Ontarians with Disabilities policy (e.g. including but not limited to – WCAG 2.0 Accessibility Standard for Information compliance for all online content, and accessibility training for all employed staff), environmental policy, diversity policies/practices, social procurement, travel expense management, insurance, *FAA* Section 28 information, etc.].

SCHEDULE 2 APPENDIX D - PERFORMANCE MANAGEMENT

[Customers may insert their key performance indicators ("KPIs") applicable to the Supplier under the Customer-Supplier Agreement. For example, Customer satisfaction, lead times, invoice accuracy, etc.].

SCHEDULE 2 APPENDIX E – ESCALATION PROCESS AND CONTACT INFORMATION

[Supplier to insert the Contact Information of the identified escalation points for every Customer during the CSA signing, in the table below]

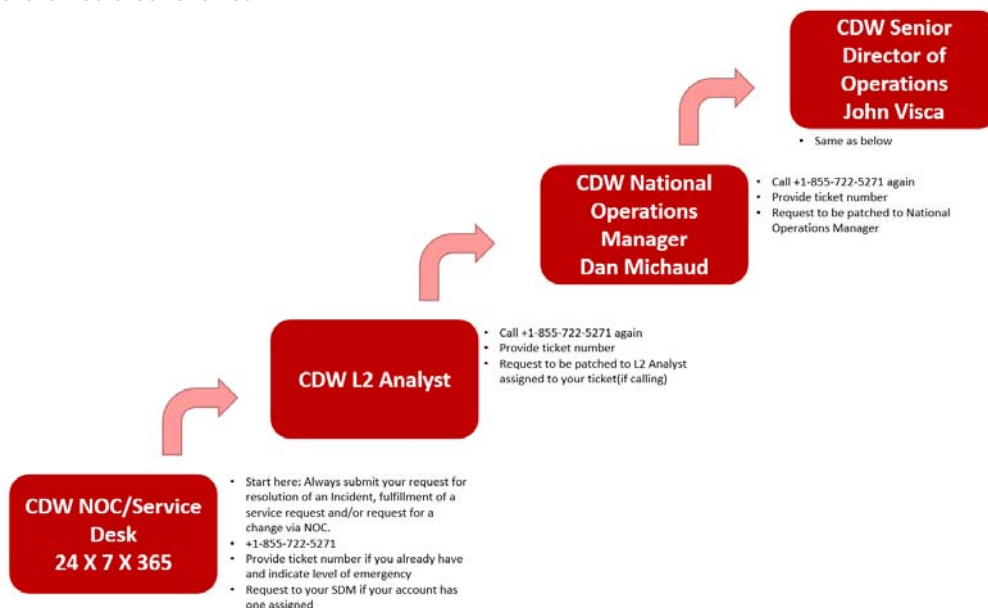
Contact Information:

Department or Person of Contact	Service Hours	Email	Telephone
Isaac Ling, Director of Sales	Sales, L3	9 AM – 5 PM EST	isaalin@cdw.ca
Jen Schrock, Manager Business Development/Capture & Renewals	Sales, L2	9 AM – 5 PM EST	Jen.Schrock@cdw.ca
Nicole Wieser, Business Development Strategist	Sales, L1	9 AM – 5 PM EST	Nicole.Wieser@cdw.ca
Art Pascu, Senior Manager, Program Sales	Agreement Mgmt., L2	9 AM – 5 PM EST	pspc@cdw.ca

Escalation Description:

For Helpdesk support, Supplier's internal escalation process would be applicable should Customer choose Paid Managed Services. This offering would be charged and negotiated separately at the time of second stage RFPs with the Customers depending upon their requirements.

- a) Supplier's Internal escalation process: Should Customer chose Managed Services Offering, below escalation chart would be followed:



Below is Supplier's incident priority decision process. It depends upon two key factors: Urgency and Impact. Based on the combination of these, priority is assigned, and next steps would be taken as illustrated above:

INCIDENT PRIORITY		SEVERITY (IMPACT)		
		HIGH	MEDIUM	LOW
URGENCY	HIGH	Priority 1	Priority 1	Priority 2
	MEDIUM	Priority 1	Priority 2	Priority 3
	LOW	Priority 1	Priority 3	Priority 4

For Cisco: Cisco has a formal process in place for handling and responding to Customer case escalation requests as part of Smart Net Total Care service through their Technical Assistance Center (TAC). To help ensure all service requests are reported in a standard format, TAC has established the following service request severity definitions. Service Request Severity Definitions

- Severity 1 (S1): Your network is “down” or there is a critical impact to your business operations.
- Severity 2 (S2): Operation of an existing network is severely degraded, or significant aspects of your business operation are negatively affected.
- Severity 3 (S3): Operational performance of your network is impaired, while most business operations remain functional.
- Severity 4 (S4): You require information or assistance with Cisco product capabilities, installation, or configuration. There is little or no effect on your business operations.

Following are the numbers: 1 800 553 2447, 1 408 526 7209. Below are the escalation levels:

Elapsed Time	Severity 1: Network Down	Severity 2: Severe Impact
1 Hour	TAC team alert (Manager copied)	
2 Hours	TAC Manager (Global Managers and Duty Managers copied)	
4 Hours		TAC team alert (Manager copied)
5 Hours	TAC Director	TAC Manager (Global Managers and Duty Managers copied)
12 Hours	TAC Director, second alert	
24 Hours	VP, Global Tech Center	TAC Director
48 Hours	President	VP, Global Tech Center
72 Hours		
96 Hours		President

For Palo Alto Networks – PAN delivers best-in-class support response times, security assurance and expert assistance when Customers need it the most through 3 kinds of support offerings.

		REQUIRED SUPPORT TIERS (ASSET)		
		Standard	Premium	Platinum
Technical Support	Telephone Support	Web	24x7	24x7
	Response Time (Critical Issue)	1 hour	1 hour	15 minutes
	Support Specialist Type	Support Engineer	Support Engineer	Senior Engineer
	RMA	Repair	NBD 4HR	NBD 4HR
SECURITY ASSURANCE*	Assisted Security Investigations		•	•
	Advanced Log & IOC Analysis		•	•
	Recommended Next Steps		•	•
EXPERT ASSISTANCE	Planned Events Assistance			•
	On-site Assistance (Critical Issue)			•
	Failure Analysis (HW)			•

SCHEDULE 2 APPENDIX F – SAMPLE STATEMENT OF WORK

The following is the SAMPLE Statement Of Work ("SOW"), as it may be updated from time to time by Seller, to be taken by all Statements of Work executed under this Agreement:

Statement of Work

This statement of work ("SOW") is made and entered into on _____, 20__ (the "SOW Effective Date") by and between the undersigned, CDW CANADA CORP. ("Seller") and _____ ("Customer").

PROJECT DESCRIPTION

Description of Services

Item(s) Provided by Seller

The following will be provided to Customer by the completion of this project:

Item	Description	Format

Project Scheduling

Services Fees

Customer-Designated Locations

Seller will provide Services benefiting the following locations ("Customer-Designated Sites):

Location Name	Physical Address	Type(s) of Service(s)

Project Specific Terms

Details of Processing of Personal Data

☐ **Yes** ☐ **No** - Will Seller Process Customer's end-users' Personal Data in connection with the Services under the Agreement -

If neither box is checked, Customer agrees it is not providing any Personal Data to the Seller.

Subject Matter	The subject matter of the Processing under this SOW until the termination of this SOW is the Personal Data.
Duration	As between Seller and Customer, the duration of the Processing under this SOW is until the termination of this SOW in accordance with its terms.
Purposes	The purpose of the Processing under this SOW is the provision of the Services to the Customer and the performance of Seller's obligations under this SOW.
Nature of Processing	<i>[TBD - General description of the Services]</i>
Categories of Data Subjects	Customer's end-users.
Types of Personal Data	<i>[TBD - General description of Personal Data that could be processed]</i>

The Parties hereby agree that Seller will process Personal Data under this SOW in accordance with Exhibit E of the Agreement.

Contact Person(s)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

Expiration and Termination

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller. **Either Party may terminate this SOW for cause if the other Party fails to cure a material default in the time period specified in the Agreement (defined herein).** This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

Change Orders

A Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

Miscellaneous and Signatures

This SOW shall be governed by the Master Agreement for Networking Products and Related Services OEM-2019-340-04 between CDW Canada Corp. and Ontario Education Collaborative Marketplace dated June 15, 2020 (the "Agreement"). All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the Parties below have read and understood this SOW and agree to be bound by it, each Party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW CANADA CORP.

By: _____
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

Mailing Address:
185 The West Mall, Suite 1700
Etobicoke, Ontario M9C 5L5

TOWN OF FORT FRANCES

By: _____
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

Mailing Address:
Street: _____
City/Province/Postal Code: _____
Billing Contact: _____
Street: _____
City/Province/Postal Code: _____

- ☐ A purchase order for payment under this SOW is attached.
☐ A purchase order is not required for payment under this SOW.
Services Manager _____

SCHEDULE 2 APPENDIX G – SUPPLIER’S RETURN POLICY

Supplier offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated CDW Canada Account Manager and may obtain manufacturer contact information by contacting CDW Canada Customer Relations, which can be reached by calling 1.800.972.3922 x 6 or by emailing crreturnsca@cdw.com

1. Return Restrictions.

- Defective Product Returns. Customer may return *most defective* products directly to Supplier within 30 days from invoice date as long as a manufacturer tech support case# is provided at time of RMA request. After 30 days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* products directly to CDW Canada within thirty (30) days of invoice date and receive credit/refund less the shipping cost. If there is a Supplier restocking charge it will reduce the value of any such credit or exchange by a minimum of twenty-five percent (25%).
- Restricted, Repair-Only Returns. CDW Canada returns are for refund only. Customer is to contact manufacturer directly for warranty repair/replacement. More information may be provided by the dedicated Supplier Account Manager or by CDW Canada Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain products cannot be returned to Supplier for any reason— without exception—and customer must contact the manufacturer directly for any required assistance. More information may be provided by the dedicated Supplier Account Manager or by CDW Canada Customer Relations.
- Special Orders. Products that are considered special orders such as but not limited to (CTO, configured products etc) are non-returnable or may have unique return restrictions that can be provided prior to purchase upon request. More information may be provided by the dedicated Account Manager or by CDW Canada Customer Relations.
- Return of Software: Supplier offers refunds only for unopened, undamaged software that are returned within 30 days of invoice date based on manufacturers return guidelines. Multiple software licenses may be returned for refund only (i) if specifically authorized in advance by the manufacturer; and (ii) if returned *within* thirty (30) days of invoice date. Virtual license returns policies vary by manufacturer, more information can be provided by the dedicated account manager or by CDW Canada Customer Relations.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Supplier unless accompanied by a unique RMA number, which customer may obtain by providing the following information to CDW Canada Customer Relations: customer name, applicable invoice number, product serial number, and details of reason for return. Customer has ten (10) days to return a product after the applicable RMA is issued. CDW Canada reserves the right to refuse any UNAUTHORIZED returns: those that occur after the ten (10) day period or those involving products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. Manufacturer packaging must be in pristine condition, no markings or writing or damages. CDW Canada reserves the right to refuse the return of incomplete Products. In addition, CDW Canada may charge a minimum twenty-five percent (25%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs: CDW Canada will provide return instructions and prepaid shipping labels for all authorized returns that are available for pick up in areas serviced by the preferred CDW Canada Courier. If outside the serviced area the customer is then responsible for shipping the product back to CDW Canada in the allotted timeframe. If a payment receipt is provided for the return shipment CDW Canada will reimburse the amount paid for ground service without insurance. Any other service or insurance used is to be covered by the customer.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Supplier is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

Refusal/Receipt of Damaged Products. If a package containing items purchased from Supplier arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Supplier may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in including shipping box; and (iii) promptly notify Supplier either by calling CDW Canada Customer Relations or by contacting the Supplier Account Manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Supplier within 2-3 days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Supplier to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

[End of Customer-Supplier Agreement]