
Date: November 17th, 2020
To: Administration & Finance Executive Committee
From: Jeremy Hughes, Information Technology Manager
Subject: Collaborative Sourcing

Background

The Town of Fort Frances (the “Town”) has historically utilized collaborative sourcing through the Local Authority Service (“LAS”) Municipal Group Buying Program for a number of Operations & Facilities Division initiatives, and the Ontario Education Collaborative Marketplace (“OECM”) for several Information Technology (“IT”) Department initiatives, including: desktop computers, servers, software licensing, multifunction printers, etc.

These programs take items, both operating and capital in nature, that municipalities use frequently and procures, through open and competitive bid processes, bulk purchasing discounts for their municipal clients. In addition to the discounted prices, the lengthy and time-consuming procurement process has been completed already, reducing the work required by the Town to that of a simple request for quotations from a list of qualified vendors.

All LAS offerings have undergone a formal competitive bid process, ensuring compliance with purchasing bylaws and trade agreements with no minimum purchase requirements, membership fees, or binding contracts. OECM processes are compliant with the Ontario Broader Public Sector procurement directive for all procurements and do not require a spend or volume commitment from the Town.

Action Plan

As per a report to Council approved on April 13th, 2020 detailing “Enrolment in the LAS Group Purchasing Program”:

“To be able to undertake this type of program, there will have to be an amendment to the Town’s procurement policy, which is currently under administration’s review, as our current policy is silent to this, and any type of group purchasing. Until we have made the amendment, any purchases which would have been awarded through a tender procedure will be brought through Council outlining the process used to secure the [LAS or OECM] group pricing and how those purchases align with the budget allocations as is commonplace when Town policies can not be followed.”

Enrolment in the LAS program requires the execution of an Adoption Agreement through their regional partner Sourcewell with each qualified vendor in the LAS Capital Purchasing Vendor List under the “Technology Solutions” category.

Enrolment in the OECM program requires the execution of Client Supplier Agreements (“CSA”) with each qualified vendor in the OECM Marketplace categories applicable to purchasing by the IT Department.

Recommendation

It is recommended that:

- 1) The Town execute an Adoption Agreement with the following qualified LAS vendors:
 - CDW Canada Corp.
- 2) The Town execute multiple Client Supplier Agreements with the following qualified OEM vendors:
 - CDW Canada Corp. (primarily for Lenovo solutions)
 - Compugen Inc. (primarily for HP solutions)
 - Dell Technologies (primarily for Dell solutions)
- 3) The Town's Procurement Policy be amended in the near future to allow the Town to take advantage of these types of procurement solutions from qualified vendors without the need to execute a formal Tender or Request for Proposal process

Attachments

- Attached is a document titled "CDW - Adoption Agreement" (3 pages)
- Attached is a document titled "CDW - CSA - End-User Computing" (34 pages)
- Attached is a document titled "CDW - CSA - Networking" (34 pages)

- Attached is a document titled "Compugen - CSA - End-User Computing" (37 pages)
- Attached is a document titled "Compugen - CSA - Networking" (27 pages)

- Attached is a document titled "Dell - CSA - End-User Computing" (32 pages)

Administration & Finance Executive Committee approval of this report will agree with the recommendation to:

- 1) Authorize Mayor and Clerk to execute an Adoption Agreement with CDW Canada Corp.
- 2) Authorize Mayor and Clerk to execute multiple Client Supplier Agreements with CDW Canada Corp., Compugen Inc., and Dell Technologies
- 3) Amend the Town's Procurement Policy in the near future to allow the Town to take advantage of these types of procurement solutions from qualified vendors without the need to execute a formal Tender or Request for Proposal process

**Adoption Agreement
To the Participation Addendum to
Solicitation Number: RFP#081419
Contract: 081419-CDW**

This Adoption Agreement (“AA”) between CDW Canada Corp. with offices at 185 The West Mall Suite 1700, Etobicoke, ON M9C 5L5 (“**CDW Canada**”) and the Corporation of the Town of Fort Frances with offices at 320 Portage Avenue, Fort Frances, ON P9A 3P9 (“**Member**”), dated as of the last signature below (the “AA Effective Date”) adopts and incorporates by reference all of the terms and conditions of the Participation Addendum to Solicitation Number: RFP#081419 Contract: 081419-CDW (the “Agreement”) between CDW Canada Corp. and Sourcewell with an Effective Date of March 2, 2020.

Member participation is via Sourcewell’s regional partner LAS-AMO Business Services

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

This AA adopts and incorporates by reference all of the terms and conditions of the Agreement. For purposes of this AA, CDW Canada shall be deemed to be “Vendor” under the Agreement. This AA co-exists with the Agreement and does not supersede the Agreement, except as provided for herein.

1. The following terms and conditions amend certain provisions of the Agreement as follows:

(a) The parties’ authorized representatives for purposes of this AA shall be:

(1) For **Vendor**:

CDW Canada Corp.
Program Sales
Attn: Senior Manager, Program Sales
1700-185 The West Mall
Etobicoke, ON M9C 5L5
If electronically: PSPCA@cdw.ca

(2) For **Member**:

The Corporation of The Town of Fort Frances
Jeremy Hughes
Information Technology Manager
320 Portage Avenue
Fort Frances, ON P9A 3P9
If electronically: jhughes@fortfrances.ca

(b) The Pricing Deliverables is attached as Appendix A.

2. Except as specifically amended herein, all other terms of the Agreement remain in full force and effect unamended as of the date hereof. Capitalized terms not defined herein have the meaning ascribed thereto in the Agreement.
3. In the event of any conflict in the applicable terms, the order of precedence will be: (i) this AA; and (ii) the Agreement.
4. The term of this AA will be the same as the term of the Agreement. If the Agreement terminates for any reason or expires, this AA will terminate or expire at the same time, unless Purchaser stipulates to the contrary. Such termination does not prevent Seller from attempting to negotiate retention of or a new agreement with Purchaser.

5. Each party acknowledges it has read the Agreement and this AA, understands the terms, and has full authority to enter into this AA.

IN WITNESS WHEREOF, the parties have duly executed this AA as of the AA Effective Date stated above.

**Member: Corporation of the Town of Fort
Frances**

Vendor: CDW CANADA CORP.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Account No.: **9676921**

Appendix A

RFP#081419 Contract: 081419-CDW: Pricing Deliverables

| Product Categories | Percentage off advertised price |
|---------------------------|--|
|---------------------------|--|

| | |
|------------------------------------|-------|
| Accessories (A) | 2.50% |
| Power, Cooling & Racks (B) | 2.25% |
| Desktop Computers (C) | 3.50% |
| Data Storage/Drives (D) | 3.25% |
| Enterprise Storage (E) | 7.75% |
| Point of Sale/Data Capture (F) | 2.00% |
| Servers & Server Management (H) | 3.25% |
| Notebook/Mobile Devices (L) | 2.00% |
| NetComm Products (N) | 5.75% |
| Carts and Furniture (O) | 2.25% |
| Printing & Document Scanning (P) | 2.75% |
| Services (Partner Delivered) (Q) | 2.25% |
| Software (S) | 2.00% |
| Collaboration Hardware (T) | 2.25% |
| Video & Audio (V) | 3.50% |
| Cables (W) | 2.25% |
| Warranties-Product Protection (WA) | 0.00% |
| Video Hardware (PB) | 1.00% |
| Interactive Whiteboards (IW) | 1.00% |
| Chromebooks (CBK) | 0.00% |
| Azure Microsoft | 0.00% |
| Nutanix | 0.00% |

Professional and Managed Services catalogue in-scope of agreement. Vendor to provide custom SOW including proposed pricing and milestone billing.

Vendor will provide Member with a discount as a percentage off of Vendor's advertised price for the Vendor-defined Product Categories listed above, provided that Member references a designated Account Number when placing an order with Vendor. Vendor's advertised price is available on Vendor's web site at CDW.ca. Vendor may, in its sole discretion, revise the pricing for the balance of the term.

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **End-User Computing Devices and Services** as outlined in **Request for Proposals #2016-261** is effective as **of the last signature date of this agreement**

BETWEEN:

Town of Fort Frances
(the "Client")
- and -

CDW Canada Corp.
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with Ontario Education Collaborative Marketplace referred to as **OECM-2017-261-02** for the provision of Resources;

WHEREAS the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

AND WHEREAS This Agreement contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties 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:

"Rates" means the applicable price for the Resources, as defined in the Master Agreement;

"Term" means the period of time from the effective date first above written up to and including the later of:

- (a) November 1, 2023, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

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-2017-261-02.

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 latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

3.1 The Supplier's representative for purposes of this CSA shall be:

Jennifer Schrock, Business Development Manager, oeem@cdw.ca, (647)-406-4234
Education – Judy Ah-Fat, Judy.Ah-Fat@cdw.ca
Healthcare – Matt Edwards, matthew.edwards@cdw.ca
Government – Matt Edwards, matthew.edwards@cdw.ca

3.2 The Client 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 OEMC contact for the purpose of this CSA is your Customer Relationship Manager. Please contact our dedicated Customer Support Team at customersupport@oecm.ca or 1-844-OECM-900 (1-844-632-6900).

ARTICLE 4 - TERM OF CSA

4.1 This CSA is effective as of the 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 Term of this CSA 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 Client as described in the Master Agreement and as more particularly specified in 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 time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client and the Supplier may mutually agree on changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client 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 Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 - RATES AND PAYMENT

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement.
- 6.2** The Client will pay the Supplier by way of electronic funds transfer. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in 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 Client 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 Client 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 Client address to the attention of the Client 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, 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 Client

The Client 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 Client'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 Client 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 Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any instructions provided by the Client, 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 Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered

at the specific request of the Client (which such inventory shall be immediately delivered to the Client). 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 Client 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 Client or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OECM 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 Resources shall be at the sole discretion of the Client. The Client 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 Client without the prior written consent of the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, 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 Client under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective representatives 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 Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client 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 Agreement 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 Agreement 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 Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client 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 Client.

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 an 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 natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. 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 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 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 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 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 on a regular basis, or who may have access to student information to provide services hereunder, where such 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 of the Client. For the purposes of this CSA, the Client 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 on a regular basis or have access to student 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.

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* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client 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 on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Client 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 Client 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 Client may attend to such reviews at least twice per year during the 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 Client in the circumstances and in its sole and unfettered discretion, then the Client 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 Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client 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.

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

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Client'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 Appendix C to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client'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 Client in any investigation undertaken by the Client pursuant to such policies.

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

Account Number: 9676921
Town of Fort Frances

Authorized Signature

Name

Title

Date

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

CDW CANADA CORP.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

1.0 Description of Resources

The Supplier shall provide the following enterprise business grade, new, quality, cost effective End-User Computing Device and Service Resources throughout the Term of the Agreement on an as-and-when-required basis.

Refer to Appendix B for Resource Rates.

2.0 EUC Resources

The Supplier shall make available for purchase by the Client the following Resources (many of which can be configured as requested by Client).

- Lenovo (the “OEM”) desktop Device Resources, such as all-in-ones, desktops, Independent Software Vendors (“ISV”) certified workstations, small form factors, thin Client Devices, towers, and performance workstations; and the Supplier branded mobile Device Resources, such as ISV certified workstations, mobile workstations, notebooks, tablets, chrome devices, rugged and thin Client Devices (collectively known as the “DeviceResources”);
- Accessories, such as adapters, batteries, cables, carts, cases/bags, chargers, charging carts, consumables (e.g. for peripherals Device Resources) , docking stations, external drives, graphic cards, headphones, keyboards (wired and wireless) , memory modules, mice (wired and wireless), microphones, monitors, mounts/stands, security locks, speakers, stylus, surge protectors, touchpads, wearables, and webcams (collectively known as “Accessories Resources”);
- Peripherals, such as scanners, printers, projectors, and smart TVs (collectively known as “Peripheral Resources”); and,
- Other Device Resources, such as storage, routers, switches, servers, data protection, security, and power supplies (collectively known as “Infrastructure Resources”).

(all collectively known as “End-User Computing Resources” or “EUC Resources”).

Refer to Appendix B for Device Resource Rates.

2.1 Enterprise Business Grade Device Resources

The Supplier shall provide enterprise business grade (i.e. not consumer grade) Device Resources defined to contain the following:

- Life expectation - enterprise business grade Resources have planned life cycles that take the supportability of the Device Resources into consideration beyond their production timeframe. This means that drivers for the Device Resources will be updated and maintained over the Term of the Agreement;
- Consistency in parts - enterprise business grade Resources are expected to be constructed of high quality to ensure stable performance. The parts in a Resource should be identical to those in another of the same make and model, no matter where or when it is purchased. Enterprise business grade Resources should be designed such that supporting one (1) Device Resource is the same as another copy of the same Device Resources because the internal parts are the same; and,
- Quality of construction - enterprise business grade Resources are designed so internal parts will work together through the life of the Resources and support future operating systems and applications as they evolve.

2.2 Quality

The Supplier and/or the Resource OEM shall be registered under ISO 9001 (2008) from a nationally accredited registrar for the manufacturing facility where the proposed desktop/mobile Device Resources are made.

All of the Supplier’s manufacturing operations achieved the internationally recognized ISO 14001 Environmental Management Systems (“EMS”) certification.

The OEM’s quality control is tightly integrated into the overall production process, which permits identification of any problems as early as possible. Key elements of the quality control system include Early Life Performance Testing, careful commodity selection and steps to ensure component consistency.

2.3 Device Testing

The OEM implements a statistical algorithm and sample size within its automated factory-floor control system at the out of box testing phase. This algorithm tracks outgoing quality levels of the OEM

Resources and allows trend analysis and the identification of defect characteristics. The quality control system uses testing data to trigger adjustments in process inspections, out-of-box sample sizes and the tests themselves.

Early Life Performance Testing:

All new OEM PC Resources are subjected to Early Life Performance (ELP) testing. Finished units are selected directly from the manufacturing line according to the sample size and then run through a series of mechanical and thermal stress tests that simulate "real world" user environments and scenarios. The ELP process consists of drop, vibration, thermal cycle, and elevated temperature tests, performed in a sequential fashion. Drop and vibration tests simulate shipping and handling stresses experienced by Resources in actual usage, and serve as preconditions for thermal cycle testing, which measures a unit's ability to withstand fluctuations of extreme cold and hot temperatures. The rapid temperature changes cause components within the Resource to expand and contract. This test is designed to identify problems such as loose connections, weak solder joints, or cracks in a circuit board.

The OEM systems get tested multiple times during the manufacturing process. There are five (5) main sequential functional test blocks of manufacturing test:

- Assembly Verification Test (AVT) = first power-on test directly after assembly to verify base functionality, all connections and the correct configuration/components are installed;
- Multimedia Functional Test (MMF) = focused testing on usability commodities like keyboard, TrackPoint, LCD, Optical Drive, Wireless, Bluetooth, etc.;
- Run-In (RI) = a complete system, exhaustive diagnostic test with power cycling;
- Preload (PLD) = download and install of preload image; and
- Final Verification Test (FVT) = final power-on verification test and system information uploading.

A portion (5%) also go through OOB (Out of Box) testing where they get a diagnostics test in addition to visual inspection inside / outside the box and packaging and ship group checks. Another smaller portion 1-2 units get XCSA (eXtended Customer Simulation Audit) where peripherals are connected and a lot more extensive testing is done (like running CDs, DVDs and games).

This rigorous and thorough set of tests ensures Clients will only receive high quality, dependable devices.

Technology Business Research ("TBR") continues to reflect that the OEM has the lowest failure rates in the industry. Lower failure rates translate to less time for staff to address warranty issues; hence this provides Clients with lower total cost of ownership on all of the OEM Resources.

The OEM offers a full complement of ENERGY STAR® (ES) qualified notebooks, desktops, workstations, monitors, and servers. Instructions on how to access ES info for The OEM products: http://www.lenovo.com/social_responsibility/us/en/ES_Products.pdf. All OEM newly released ES qualified Desktop and Notebook platforms, and Monitors exceed the current applicable ES power consumption requirements (by 25% to 60%). As new grades of recycled plastics with post-consumer content (PCC) have become available, The OEM's Resource development teams have been using these environmentally preferred materials to meet new Client requirements, satisfy corporate environmental targets and achieve EPEAT Gold registrations for our products.

The OEM is committed to environmental leadership; The OEM's corporate policy on environmental affairs is supported by the company's ISO 14001 certified global environmental management system (EMS), key to our efforts to achieve results consistent with environmental leadership and ensures the company is vigilant in protecting the environment across all of our operations worldwide.

Product environmental leadership is a fundamental component of The OEM's environmental policy. Each of the Supplier's Resource groups develop, manufacture, and market Resources that are energy efficient & that minimize their environmental impact. The OEM is an industry leader with respect to energy efficient products, the use of environmentally preferred materials and green Resource packaging. Please refer to the following site for more detailed information: <http://www.lenovo.com/environment>.

A priority for the OEM is the implementation of RoHS (Restriction of Hazardous Substances) requirements globally (All requirements currently met). To ensure that The OEM meets Clients transition requirements all the OEM Resources that use Intel follow Intel's Stable Image Platform Program (SIPP). On average The OEM Resources are available to our Clients for 15 to 18 months.

The OEM uses tools designed to support analytical reporting and stores data based on points in time. At a platform level, reporting occurs globally against a set of predefined Key Performance Indicators. When in-warranty service requests are provided through contact to an OEM Call Center, OEM's Service Reporting Offering will allow visibility into the warranty claims made against your install base that result in a service action (i.e. Depot, CRU or Onsite).

This annual fee based service provides a view across a number of the most demanded variables that influence service and support planning and procurement. A detailed, quantitative report available monthly or quarterly includes:

- Failure rate by series;

- Commodity failure count by series;
- Customer replaceable unit average number of days;
- Depot repair center number of turnaround days;
- onsite target arrival time percentage made vs. missed; and,
- Onsite claim duration to issue resolution.

2.4 Innovation

The OEM will provide Clients with a combination of demo Resources and seed units that Clients could take advantage of to test emerging technology offerings.

The OEM recommends its briefing offerings at the Customer Center in Morrisville, North Carolina, where Clients will gain access to subject matter experts in the areas of client management, innovative PC technologies, design, security, disaster recovery, and cloud computing to name a few.

Attending an OEM briefing will deliver an outstanding return on investment by minimizing the time it takes Clients to make informed procurement decisions and plan for the future.

Vendor Partners are constantly on-site at Supplier office providing training, demonstrating product, available for conference calls with Clients, and sharing bleeding-edge solutions and industry knowledge.

2.5 New Resource Technology

The Supplier has a number of methods for introducing new technology to Clients:

- New technology is always featured on the main page of Supplier's website www.cdw.ca
- The Supplier has microsites for each Public Sector vertical, that not only advertise new technologies, but also discuss methods for utilizing technology to the benefit of the organization's goals (whether that be the enhancement of patient care or an effective learning environment)
 - Education: www.cdw.ca/education
 - Healthcare: www.cdwcommunit.com ; www.cdw.ca/healthcare ; www.cdwg.com/healthcare
 - Government: www.cdwg.com
- Special Events: Supplier's Business Technology Expo is held twice per year, once in Toronto and once in Calgary. This conference features over 100 Supplier vendor partners and includes break-out tech sessions about new Resource or solution releases, live Resource demonstrations and an industry-centric keynote presentation. Entry is free to all The Supplier Clients and a relevant emerging topic such as Mobility or IoT/IoE is selected, such that the content is more meaningful to our Clients.
- Conferences: The Supplier co-hosts or sponsors various conferences throughout the year and the Supplier routinely invite our most valued Clients to these conferences, as a complimentary value-added service. Conference examples include: eHealth, HIMSS, Distribution-partner conferences, Vendor-Specific Conferences, Vendor Road Shows, The OEM Live, HP Discover, Microsoft Ignite, Google and more.

2.6 Security

The Supplier shall provide Trusted Platform Module ("TPM") embedded security chip on commercial grade Device Resources.

Manufacturing Process and Security protocols:

- All Client provided media is barcoded and inventoried.
- The image will be loaded on a test system. The image will be given a unique image name that is associated with this Client only. In addition the image is located on the Gold Server which is on the OEM ITC isolated network which is protected from the OEM's global intranet network. In addition to the unique name, each image has an image part number that is contained within the Custom Model Fact Sheet that will reference this image.
- Once the image is on the Gold Server, the ITC Engineer will boot the image on the test system to verify that it will boot properly. He will then create a test plan to send to the Client. The Test Plan is a document that the Supplier use which outlines all the necessary test procedures that the ITC will perform on behalf of the Client.
- The ITC Engineer will complete the Test Plan and send it to the Client for their approval. Once the Client has approved the Test Plan, the Supplier will begin testing each item listed on the Test Plan. If any item fails the test, it is documented and the results presented to the Client at the conclusion of all test. After the Client has accepted the results of the Test Plan, the image will be prepared to be released to The OEM's manufacturing environments. If the Client wants the ITC to correct any

problems the Supplier have identified, a new Test Plan will be issued to include the items they want corrected. The new Test Plan will be sent to the Client for their approval, once they have approved the Test Plan, the Supplier will begin retesting the image.

2.7 Operating Systems

The Supplier shall support various operating system (i.e. Microsoft, Chrome, and Lynx) requirements that are available with the commercial grade EUC Resources. The Supplier supports Android operating systems as it relates to mobile Device (e.g. tablets) Resources

2.8 Central Processing Unit

The Supplier shall provide both Intel® and/or AMD central processing units to Clients that are available with the commercial grade EUC Resources.

2.9 Other Related EUC Resources

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other Resources (e.g. emerging technology/innovation, interactive displays, point of sale, unlocked cell phones, networking, digital signage) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

2.10 Device Resource Updates

Device Resources shall be shipped, and updated with the following, at no charge to the Client:

- Current BIOS updates/patches/fixes installed; and,
- Latest available drivers.

2.11 OEM Warranty Coverage

The Supplier shall provide OEM Standard Warranty coverage as required by the Client, including parts and labour, for all Device Resources, such as:

- Onsite warranty coverage (e.g. for fixed and notebook Device Resources);
- Depot warranty (e.g. for tablet and chrome Device Resources);
- Extended warranty coverage (e.g. additional one (1), two (2) or more years); and,
- Accidental warranty coverage (e.g. liquid spills, fire, drops and or electrical surges).

The Supplier shall ensure Client data/information is protected while being repaired.

- Desktop and notebook Device Resources shall have a three (3) year onsite next Business Day warranty coverage;
- Chromebooks, tablets and student computing Device Resources shall have a minimum one (1) year return to depot warranty coverage;
- Accessories and Peripherals Resources shall have a minimum one (1) warranty;
- Display Resources shall have a minimum three (3) year warranty;
- Networking Device and Infrastructure Resources shall have a minimum one (1) year onsite next Business Day warranty coverage;
- Server and Storage Device and Infrastructure Resources shall have a minimum three (3) year onsite next Business Day warranty coverage;
- Software warranty will be based on the maintenance contract requested by Client; and,
- Third-party Peripheral and Device Resources shall have warranty coverage aligned with the OEM.

Resource warranty coverage Rates are set out in Appendix B.

2.12 Self-Maintainer Program

The Supplier shall provide a self-maintainer program including training and support for the program as required by Clients. The program allows Clients to resolve some Device Resource issues themselves (e.g. part replacement) and receive financial compensation from the Supplier. If, however, the Client is unable to resolve the Device Resource issue, the Supplier shall provide warranty Service Resources directly.

Clients may request the Supplier provide replaceable part at the Client's location.

The OEM Warranty Self-Maintainer Program allows Clients to perform their own warranty service work on the Lenovo Think Branded Resources during the warranty period. The program is intended to meet the

needs of Clients who have the requirement to perform hardware repair in-house. Currently, the Warranty Self-Maintainer Program is available to complement an already broad and comprehensive set of warranty and service offerings.

The strategy many support organizations are using is to request that manufacturers provide them with the ability to perform their own warranty repairs. The benefits derived from such a strategy include faster response times on mission critical computers, control of service and support delivery requirements, and resource balancing within their organizations.

Parts identified as CRUs (Customer Replaceable Units) can be installed/replaced by a Client with no effect on warranty. In Resources such as the OEM's Tablet 10, all parts are considered Field Replaceable Units (FRUs) except for the Stylus Pen and AC Adapter. FRU parts must be installed by a The OEM Authorized Service Centre. If an end user replaces a FRU part, warranty will be void. Clients who are Warranty Self-Maintainers are considered to be Authorized Service Centres and therefore can replace both CRU and FRU parts. These Clients will be provided parts support and warranty labour reimbursement for the work done.

A list of CRU and FRU parts vary by Resource and can be found at <http://www.support.lenovo.com>.

2.13 Resource Parts Availability

The OEM makes commercially reasonable efforts to provide service parts and repair service for up to five (5) years after the announcement of a product.

Technical assistance and support via telephone is provided free via the OEM Help Center for all Resources during the warranty period. It may be available for a fee after the warranty period as mutually agreed upon between the Client and the Supplier.

2.14 Repeat Call Resolution

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

The Supplier shall be responsible for ensuring the new replacement Device Resource is configured to meet the Client's needs.

The Supplier shall provide a no-cost spare Device Resource, if required by the Client.

Where it is deemed that a new replacement Device Resource is provided, the Supplier shall modify its asset tracking report to amend previously recorded asset information accordingly.

2.15 Dead-on-Arrival Device Resources

The Supplier shall provide an exchange for any dead-on-arrival ("DOA") Device Resources that do not work at first boot at the Client's site.

The Supplier shall deliver the new replacement Device Resource to the same Client location, within three (3) Business Days of notification by the Client at no extra charge to the Client. The Supplier shall ensure the new replacement Device Resource is configured to meet the Client's needs.

The Supplier shall provide a no-cost spare Device Resource, if required by the Client.

Where new replacement Device Resources are provided, the Supplier shall modify its asset management record accordingly to amend previously recorded asset information.

2.16 Demo Device Resources

The Supplier shall provide Device Resources and allow Clients to demo and/or test them at the Client's location for up to ninety (90) days at no charge to the Client (including no charge for delivery, installation, removal or return). Demo/testing may include imaging, technical/functional compliance testing, acceptance testing, ease of operation, image validation and suitability for purpose.

The quantity of demo Device Resources shall be mutually agreed upon between the Client and Supplier.

The Supplier may offer an additional discount off the purchase price of the demo/tested Device Resources should the Client decide to purchase.

2.17 Device Resource Recalls

The Supplier will be responsible for managing OEM Device Resource and or part recalls and informing the Clients and OEM in a timely manner. If a recall occurs, the Supplier shall be responsible for all applicable costs (e.g. return, replacement, delivery).

The Supplier shall provide a no-cost spare Device Resource, if required by the Client.

2.18 Resource Technical Information/Aids

Complete technical specifications are available on the Supplier website for all The Supplier Resources (www.cdw.ca) and for the OEM catalogue (www.cdw.ca/lenovo) of Resources and The OEM Support Site (drivers, manuals, diagnostics, spare parts, etc. <http://support.lenovo.com/ca/en>).

2.19 Electrical Requirements

Any electrical equipment/products/Device Resources used on Client premises must be energy efficient and authorized or approved by the Client and in accordance with the Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical equipment/products/Device Resources at Client's facilities.

3.0 SERVICE Resources

The Supplier shall make available for purchase, pursuant to a statement of work (SoW) or service description document as mutually agreed upon between the Client and Supplier, Service Resources including but not limited to:

- Planning support, such as:
 - Device/Service Resource requirements;
 - Standardization;
 - Delivery schedule;
 - Roll-out; and,
 - End-of-life planning (including decommissioning).
- Asset management, such as:
 - Paper labels affixed to the device Resource;
 - Radio Frequency Identification ("RFID") or other electronic identification tagging; and,
 - Asset reporting.
- Configuration Service Resources, such as:
 - Custom Basic Input Output System ("BIOS") configuration;
 - Configure device Resources as requested by Client;
 - Image management (e.g. create, test, seek approval, fix, manage and deploy aligned with Client's policies, and practices for light or full image requirements); and,
 - Operating systems patch management (e.g. application patches and updates).
- Installation Service Resources, such as:
 - Installing device Resources as specified by Client, at Client's physical location;
 - Redeployment, as required; and,
 - Warehousing, as required.
- Lifecycle management Service Resources, such as:
 - Device Resource end-of-life notifications; and,
 - Recommended replacement device Resources.

3.1 Image Management

The Supplier frequently provides imaging services to our Clients, including image/script creation and maintenance, through their Configuration Centre. The Supplier welcomes Clients to tour one of their configuration centres, in order to better understand the quality controls in place. The integration facilities are ISO 9001 certified and has a world-class system with error-free production yields in excess of 99.5 percent. Co-locating the integration centres within the larger warehouses also ensures immediate access to parts, which dramatically reduces cycle times. The Supplier uses a First Article Build method to work with Client to develop the testing procedure for images prior to use. If technical advice/imaging support is required, the Client can discuss with a Systems Engineer—through training and certifications, they are factory authorized to perform upgrades and modifications for various equipment vendors.

3.2 Resource Configuration

The Supplier has a complete set of configuration services, including but not limited to: Configuration of Windows desktops and notebooks, Apple computer devices, Chromebooks, tablets and handheld devices of varying OS, and printers. For each standard configuration service, there is a pre-defined SOW, which can be customized to meet specific needs.

3.3 Resource Asset Tagging

Asset tagging is one of Supplier's most commonly used configuration services. Supplier's standard asset tagging procedures are:

- All hardware will be thoroughly inspected for physical damage or blemishes
- Asset tag will be applied to system next to serial number unless otherwise specified by Client (a photo is often sent to verify the correct positioning of the asset tag, for the first order)
- Asset tag reference number will be captured along with serial number of the product
- Asset tag information can be updated on the Client's Extranet Asset Tracking Page
- Client asset tags can be sent to The Supplier and maintained in a secure storage location with limited access
- All systems will be powered on
- All systems will be inspected for hardware and/or software errors
- Any installed components will be tested for compatibility and functionality

Using Supplier's extranet asset inventory tool allows our Clients to keep an accurate eye on hardware investments, up-to-date inventory of purchases for budgeting, to avoid duplicate purchases, to plan for refreshes and upgrades, and to standardize the Clients' Resources.

Clients have the option to use the OEM's asset tagging services as an alternative. The OEM's manufacturing facility allows flexibility with regards to Client's asset tag requirements. The OEM will install tamper-proof asset tags made from a durable UL certified polyester material and applied with tamper resistant adhesive onto a Client's PC equipment before it is delivered. The OEM asset tags are completely customized to a Client's individual needs. The asset tags are available in a selection of 9 different labels of various sizes and the information on the tags can range from simply an asset number to a more complex tag including company name and logo, serial number, Client purchase order, mac address and a QR code. Clients can also elect to have the OEM add their Unique Asset Tag #s into BIOS.

3.4 Resource Planning

In helping OEM and Clients maintain the most up-to-date information on technology offerings, The Supplier and the OEM commit to frequent face-to-face visits detailing Resource lifecycles. Frequency is as per the Client preference; however the minimum recommendation is a quarterly meeting. These meetings will accomplish:

- A review of the longevity/lifecycle of the Client's current hardware standards
- Intro to the approaching replacement model, expected launch date, and demo availability
- Changes to the technical specs that will impact the Client (e.g. imaging changes)
- Support the streamlining of lifecycle management of Client's standardized products
- Present new products, expected products, R&D trends, Client feedback, trade show and other learning opportunities, new Vendor partnerships/collaborations (e.g. The OEM and Stoneware)
- Discuss future projects & technologies that would be of service to the Client outside of the normal day-to-day requirements, providing transition plans and onsite professional services if required
- Review service levels, including quote, order, delivery and support response time.
- Further, The OEM will provide OEM, on a quarterly basis, with Resource roadmap updates to highlight the upcoming Resource announcements and the end of life of the Resources that affect OEM's and Client's Resources. The OEM will advise OEM and Clients when new Resources will be announced, and when new Resources will become available for purchase (evaluation units included), and when the Resource goes end of life. The OEM has the ability to see 120 days ahead of a Resource or part going End of Life & takes necessary precautions to ensure its large Client's forecasts are protected. The OEM will proactively communicate new Resource and end of life plans through the Customer Transition Program. This document serves as The OEM's notification in writing of any planned changes. Its purpose is to communicate our future Resource directions, plans, & discuss how they will affect OEM Clients.

3.5 Installation Services

The Supplier can provide installation and redeployment services through a few different channels.

- The OEM installation services program: architected around critical deployment activities and key success factors that seamlessly integrate into Client's environment while applying focus on areas where cost control and Client experience opportunities exist. This optimized approach has shown through client engagements to focus on the following tasks.

SoW for Standard Installation Services:

- Project Plan- The OEM's Project Manager (PM) will create & maintain a project plan & schedule based on the requirements of Client's PM and project schedule
- Site & End User Surveys – The OEM's PM will manage all Site Surveys (to identify work areas, etc.) & End-user Surveys (to validate installation locations, schedule date, current system type)
- Communication & Governance - The OEM's PM will develop communication plans, escalation paths, reporting cadence.
- Receiving - Verification for receipt & condition of all equipment, systems & components
- On-site Logistics - Coordinating site logistics (moving box, elevator, etc.), deliver to end-user desk from onsite, Client's centralized staging location to the designated Client location. Removal of packaging material to predetermined area on Client site at the completion of the system deployment
- Installation - Install, setup, connect, boot, login and ensure connectivity to network resources
- Asset Reporting - Verify receipt & provide detailed electronic status report when & where installations are completed

The Supplier has an all-inclusive white glove service, named Zero Touch, to help your organization(s) procure, image, configure, asset manage, deploy, install, and dispose of IT assets for Client's employees, at an additional cost.

3.6 Supplier's Help Desk Support

The OEM's Help desk support is provided through award winning Call Center Centers. These Call Centers are staffed with nearly 1,700 support technicians located in 13 centers worldwide. A centralized database is used to assist technicians' by sharing Client information and solutions; helping eliminate potential problems while providing fast, accurate responses to Clients. The OEM's Canadian Call Center is available 24 hours a day, 365 days a year. During the warranty period, Call Center support is provided at no charge to Clients.

On-Line Support: Support.lenovo.com is an innovative portal; designed to provide a comprehensive overview of support and service of The OEM products. On this site Clients will have access to the latest drivers and software updates, be able to view or download guides and manuals, troubleshoot issues Resources, access important warranty information, as well as view the warranty status of Resources. By using the batch upload feature, Clients can obtain a report of the standing of all assets in their inventory. Clients have complete access, 24 hours per day, 7 days per week, to all online support tools via this site. This online support offers: technical support, electronic submission of Support Center Service Requests, Technical specifications and documentation, downloading BIOS and driver updates.

The following languages are spoken at these global Call Centers: English, French Canadian, French, German, Italian, Spanish, Portuguese, Finnish, Swedish, Norwegian, Japanese, Danish, Dutch, Mandarin, Cantonese, Russian and Putonghua.

4.0 Lifecycle Management

The OEM specialist will meet with OEM and its Clients on a quarterly basis (or as frequently as needed) to provide and discuss the OEM Customer transition documents.

These documents contain detailed Resource roadmaps, including planned transitions six months into the future with Resource trends nine to twelve months out. The documents include Resource compatibility information, new Resource highlights, preloads and alliances information. Reviewing this document will make OEM and Clients aware of Resource changes and give the ability to select the model that best meets Clients' requirements.

The documents include Resource compatibility information, new Resource highlights, preloads and alliances information. Reviewing this document will make OEM aware of Resource changes and give you the ability to select the model that best meets your requirements.

In addition, at the OEM's support website, http://support.lenovo.com/en_US/, is available for OEM and Clients to sign up through the profiling process to receive information for Resources and environment through proactive e-mail. This is an outstanding communications vehicle that allows the OEM to provide Clients with new device driver information and technical hints for their specific environment.

All The OEM Resources provide better than average lifecycles, but for the longest Resource lifecycles available in the industry the OEM recommends configurations based on Workhorse components. The Workhorse components Program offers stable hardware solutions for 12 months or more which has a significant impact on the stability of the software image and the deployment and support costs.

5.0 Supplier's Supply Chain Management

Supply Chain Management Tools:

- The Supplier Extranet: The Supplier has an extensive suite of extranet tools that aid in supply chain management; The Supplier continues to develop enhancements based on Client feedback. The Supplier's extranet offers unique web site customization options designed specifically for Clients. The extranet site will allow Clients to track the following features and more: see past purchases, view special discount pricing online, request a quote, track software and hardware inventories, customize your purchasing and Resource standards, streamline purchasing with rules-based approval workflows, view/edit shipping and payment methods, use real-time order status and an easy online return process.
- eProcurement: The Supplier works with third-party eProcurement software providers, market places, exchanges and consortiums to integrate with your procurement solutions. The Supplier has successfully integrated with over 30 procurement applications and partners.

6.0 Order Management

The Supplier's extranet offers unique web site customization options designed specifically for Clients.

Top Features:

- Personalized Account Service: know the names and faces of every person on Supplier's account team.
- E-Procurement: The Supplier will work with 3rd-party e-Procurement software providers, marketplaces, exchanges and consortium to seamlessly connect to Client's procurement system. The Supplier has executed several successful integrations with SciQuest for Public Sector Clients the Supplier can successfully integrate with over 60 procurement applications
- Real-time order status: Track orders; search order history for up to 4 years; inventories and order status updated in real-time
- Customizable Reporting: detailed purchase history reports support better budgeting and planning
- Product Finders: Use Resource finders to order compatible parts, such as memory, cables and toner
- Finance Centre: View credit contacts, search and print invoices, run detailed reports
- Purchase Authorization System (PAS): The Purchase Authorization System (PAS) allows purchasing administrators to delegate order placement while maintaining control of final approvals. Additional purchasers are added as users and a workflow can be established; rules-based restrictions may be applied (e.g. order cannot exceed a set dollar amount).

The Supplier shall support a variety of ordering methods, including but not limited to:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic commerce;
- Electronic Data Interchange ("EDI");
- Email;
- Fax;
- Phone; and,
- Supplier's online ordering website/portal.

7.0 Online Ordering

The Supplier shall provide a secure user-friendly online ordering (e.g. website/portal) technology, available via fixed and mobile platforms (e.g. computer Devices, smart phones) that will:

- Allow generic or individual user login ID and password;
- Provide a customizable landing page for an individual Client;
- Contain Resources specifically for an individual Client (e.g. unapproved Resources shall be blocked from access as requested);
- Feature search function to allow easy lookup (e.g. by description, specifications, manufacturer or Device Resource part number);
- Include Agreement warranty options and Rates;
- Contain real time inventory information;

- Provide Agreement Rates for Resources;
- Provide acknowledgement, expected delivery date and status (e.g. any back orders/constraints);
- Include Supplier entered orders, on Client's behalf (e.g. against custom quotes);
- Provide support and technical information, including links to print drivers and updates;
- Provide access to reference manuals;
- Provide training material (e.g. videos) and documentation;
- Allow Clients to easily track their orders; and,
- Provide information related to website maintenance and other situations where orders will be impacted.

8.0 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange ("EDI"), the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

For example, some universities currently use SciQuest or are in different stages of implementing it; the Supplier will provide necessary support and meet the following requirements at a minimum to ensure smooth implementation:

Have access to internet;

Complete SciQuest supplier registration documentation;

Have an email address to receive SciQuest communications (e.g. complete registration, receive email notifications); and,

Have available resources to manually submit invoices via the SciQuest provided portal.

9.0 No Minimum Order

There is no minimum order value or quantity requirement for OEM Clients using the Agreement.

10.0 Substitutions

In the event that a Device Resource is not available to fulfil the Client's order, the Supplier shall only substitute Device Resources upon approval from Client's designated personnel with those of equal or better functionality.

11.0 Delivery

Clients require various types of delivery from end user to central delivery locations. Clients may have more than one (1) delivery location within one (1) delivery address.

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, depot warranty) will not be accepted or paid.

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

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

12.0 Large Client Orders

The Supplier will assist in forecasting future purchases as part of evergreen projects, normal employee expansions or acquisitions, where that information is available. Supplier's Account Team will work with the Client to forecast Resource needs and design a customized rollout schedule. The Supplier understands that forecasting can be a difficult prospect, so the Supplier offers a Buy and Hold program that helps alleviate some of the stress when new employees are hired with short notice or un-expected projects arise. These Resources can be stored for a short period of time in a local warehouse at Supplier's expense until the end of the agreed upon term or as soon as the Client requires them. If the Client is able to closely predict their forecasting requirements, the Supplier can be flexible in matching those requirements and provide as quick as a same day turn around.

The Supplier also has a more robust, all-inclusive, white glove service, called Zero Touch. The Supplier's Zero Touch program not only takes care of warehousing and staging requirements, but eliminates the

nerous task of scheduling shipments, by allowing the Supplier to own the communication with the end users at your various locations.

13.0 Resource Shortages

Using cdw.ca, any Client will be able to view stock availability. Existing and incoming stock, quantities, and location, are all updated live.

After placing an order, Supplier Account Team will confirm the estimated delivery timeframe. Once shipped, Clients can use the Supplier Extranet to view tracking information. For Clients with a large volume of orders, the Supplier can also provide a backorder report.

For items such as part shortages, delivery delays, installation delays and back order Resource the OEM will work closely with the Supplier regarding early notification for the Supplier and OEM and work on an appropriate plan of action to address the required deadlines.

The OEM also has the ability to see 90 days ahead of a Resource or part going EOL and take necessary precautions to ensure large Client's forecasts are protected. Through the Account Team, both the OEM and the Supplier will proactively communicate new Resource and end of life plans through the Customer Transition Program ("CTP"). The OEM document serves as the OEM's notification in writing of any planned changes.

14.0 Lead-Time

The maximum lead-time for Device Resource delivery is fifteen (15) Business Days from the date of order to Client's specified location.

15.0 Returns

The Supplier shall accept all Device Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge to the Client.

Any Resource found DOA or defective within the first 30 days from shipment, should be reported immediately to the Supplier Account Manager (or use the Supplier Extranet to submit a request directly). A Return Merchandise Authorization ("RMA") /return request will be initiated and a new order will be entered to replace the defective Resource. Prepaid waybills will be provided for the return of the DOA/defective Resource, and a credit will be issued upon receipt of the original shipment. Any Resource with original manufacturer-sealed box can be returned to The Supplier within thirty (30) days of original shipment/invoice date.

Exception requests to this policy will be evaluated by the Supplier Senior Management on a case-by-case basis. As a standard practice, after the 30 day period, the Resource warranty should be leveraged to resolve a Resource issue. The Supplier Account team can facilitate this process and also serves as an escalation channel. Any return requests outside of this process will be handled on a case-by-case basis, with Client satisfaction being the top priority.

16.0 Resource Recalls

The Supplier including the OEM will immediately communicate any Resource recall or industry change that could impact a quality standard. Using the OEM as an example, the Supplier would receive a formal recall communication via email, as well as on-site training from their Supplier partner, with detailed instructions/protocol for communicating with Clients about said recall; assisting the Client with the return of the recalled Resource and an appropriate replacement.

In very rare instances, the OEM may recall a Resource due to potential safety concerns. Under these circumstances, the OEM works with the appropriate Product Safety Commissions to develop an action plan covering the recall of the affected Resources and their repair or replacement. In such event, the OEM (or Supplier) bears the cost of the repair or replacement.

Steps taken are as follows:

- 1) Full replacement of Resource
- 2) The OEM account managers proactively contact all Clients directly
- 3) The OEM issues a press release
- 4) A website is created explaining the recall, how to determine machines affected, and the remedy process as well as frequently asked questions

17.0 Invoicing

Billing Process:

The Supplier will issue an invoice (electronic or paper) upon shipment of Resource or completion of the service agreement. Clients will also have a dedicated Supplier Accounts Receivable Specialist. Contact information for this specialist is visible from the Supplier Extranet portal in the Payment Reporting section and also on each invoice issued.

Related Reporting:

The Payment Reporting section of the portal allows to run reports and export to Excel. Reporting fields include: Invoice Number, PO Number, Status, Purchased By, Invoice Date, Payment Type, Invoice Total, Payment Due Date, Balance Outstanding, Cost Centre, and more. The Supplier can provide Clients consolidated billing where necessary. Communication SLAs surrounding billing and invoice reconciliation will be established with each Client, to accommodate individual requests.

Quality Assurance:

The Supplier maintains various Quality Assurance (QA) testing environments (e.g. PeopleSoft) to ensure all billing is accurate before it is placed into production. This QA environment manages billing, payables, sales taxes and general ledger activity.

Invoice Reconciliation:

The Supplier also accepts PCards and are compliant to level/tier 3.

The Supplier also works with third-party eProcurement software providers, market places, exchanges and consortiums to integrate with your procurement solutions. The Supplier has successfully integrated with over 30 procurement applications and partners. Here is a partial list of eProcurement systems the Supplier can integrate with: Ariba, Epicor, Expensewatch, iProcure, Katera, Oracle, PeopleSoft, SAP, SciQuest, GHX etc.

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Client after Resources have been provided at Client's designated location.

Flexibility in invoicing processes is required. The invoices, in either paper or electronic format, as detailed in the Client's CSA shall be itemized and contain, at a minimum, the following information:

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Order date;
- Detailed description, quantity and Rate of Resources invoiced;
- Type of Device Resource (e.g. fixed, mobile, accessory, peripheral, other Device Resources or Service Resource), if applicable;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

18.0 Payment Terms and Methods

Flexibility in payment processes is required. The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/10 early payment discount for Clients).

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

The Supplier shall accept payment from Clients by cheque, P-Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no additional cost to the Client.

19.0 Electronic Fund Transfer

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

20.0 Financial Incentives to Clients

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

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

The financial incentives the Supplier and Client agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required.

21.0 Customer Support to Clients

The Supplier and the OEM ensure professional and timely Client support to Clients because the Supplier has a robust infrastructure in place. Some highlights include:

- The OEM has brought primary manufacturing and assembly back to North America in 2013. In addition to the North American manufacturing facilities, the OEM has a state of the art Fulfillment Centre in Whitsett, NC. The OEM US Fulfillment Centre (USFC) is a world-class 300 000 square foot facility that processes 6.2 million pieces per year. The Culture, Skills and Experience are backed by ISO-9001, ISO-14001, OSHAS-18001 & UL certifications and Lean Six Sigma Black Belt status. The four business units – Logistics Centre, Customer Solution Centre, US Manufacturing of x86 Server and Think Notebooks, National Returns Centre – deliver Resources Clients want and when they want them. USFC offers a full range of value added services including etching, asset tagging, custom pallets, "ship complete" services, over packing, hardware integration and much more.
- The OEM Help Desk: Call Center Centers are staffed with nearly 1,700 support technicians located in 13 centers worldwide. A centralized database is used to assist technicians' by sharing Client information and solutions; helping eliminate potential problems while providing fast, accurate responses to Clients. The OEM's Canadian Call Center is available 24 hours a day, 365 days a year. During the warranty period, Call Center support is provided at no charge to our Clients.

The Supplier shall provide effective Client support to Clients including, but not limited to:

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- An entire sales force well versed in the details of the resulting Agreement;
- Technical support seven (7) days a week, twenty-four (24) hours per day;
- Easy access to the Supplier (e.g. by online, chat, toll free telephone number, email, voicemail, and fax);
- Responding to Client's inquiries (e.g. to day-to-day activities, purchasing portal queries, hardware refreshes/Device Resource changes) within one (1) BusinessDay;
- A designated single point-of-contact for:

Returns, or defective Device Resources and warranty support;

Invoice issues and or resolution; and,

Technical assistance

- Promote the use of technology innovation to facilitate excellent Client experience;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend meetings with Clients, as requested;
- Provide reports and or access to online reports, upon request;
- Support co-ordinated bulk purchases - OEM and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time at any time during the Term of the Agreement. If this occurs, OEM or the Client may negotiate a lower Rate with the Supplier for bulk purchases. OEM or the Client will ensure reasonable lead-times for bulk purchases are requested; and,
- Manage Device Resource model changes - the Supplier shall ensure that in the event a proposed Device Resource or a Device Resource part becomes unavailable and a replacement is proposed, OEM and the Client will be provided with the reason why, and the replacement Device Resource or part shall have as a minimum, equal or greater functional capabilities/specifications and EPEAT rating, than those of the retiring Device Resource or part.

22.0 Continuous Improvement

The Supplier adheres to a core philosophy known as the Supplier Circle of Service, which means that everything the Supplier do revolves around the Client. The Supplier account managers, specialists and other resources across our organization work together to implement our Circle of Service philosophy that puts — the Client — at the center of the Supplier's operations.

Continuous improvement to Client support via:

- 12-week intensive training course for all Account Manager new hires (The Supplier Academy)
- Continued coaching, including manager and peer 'shadowing, to ensure a high level of Client support is maintained
- Advanced technology certification opportunities for Account Manager and Solutions sales teams (E.g. Microsoft, EMC and NetApp certifications)
- Partner Resource and service trainings offered daily; knowledge gleaned is passed to Clients
- Tech briefings at Partner's technology labs, to better understand the real-life application of a Resource or service offering
- The Supplier IRIS program ranks our Account Managers based on a combination of selling performance, Client service survey results, trainings complete, certifications attained, etc.
- Supplier's Coaching and Counselling program identifies coworkers who required increased attention and training to bolster their performance

Furthermore, The Supplier is always reinvesting in our organization and our Clients. The Supplier is continually adding to Technology Specialists team. These specialists have in-depth knowledge of technology Resources and services and will provide Clients with expert guidance and support at no additional cost. These specialists hold the highest-in-industry technical certifications; some examples of positions supporting End User Compute portfolios include: The OEM Presales Client device specialist, The OEM Presales Client device specialist, Samsung Presales Specialist, Apple pre-sales engineer, Product specialists for Asus, Acer, Microsoft

23.0 Customer Satisfaction

The Supplier distributes an annual Client loyalty and experience survey to Clients. This Survey measures our performance in a variety of areas including, but not limited to:

- Ability to provide a pleasant and personable communication style
- Ability to provide quotes in an acceptable time frame
- Provide solutions for specific IT needs
- Proactively anticipating business needs
- Keeping Clients aware of new hardware/software/service offerings
- Assist in decision-making process
- Facilitating post-sales support
- Bridging and participating in IT vendor partner meetings
- As well as discussion questions such as "How can the Supplier better serve your IT needs", among others

In addition, at regular on-site sales visits and quarterly business reviews, the Supplier discusses Client satisfaction and improvement opportunities. The Supplier will work with OEM to create a custom survey to monitor success with the Agreement, Understanding that each Client is different, the Supplier will perform semi-annual (at minimum) Client satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

- The survey should be focused on, but not limited to:
- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (i.e. is the Supplier meeting Service Level Agreement ("SLA")).

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OEM upon completion.

24.0 Client Reporting

The Supplier shall be responsible for providing various monthly reports to Clients. Flexibility in reporting processes is required (e.g. available through the Supplier's portal or pushed out to Clients if requested).

The purchase activity reports shall contain, at a minimum, the following information:

- Client's organization name;
 - Delivery address;
 - Invoice date and number;
 - Client's purchase order number and date, if applicable;
 - Detailed resource description including serial numbers;
 - OEM's public part number;
 - Supplier's part number;
 - Order quantity;
 - Unit price;
 - Unit of measure;
 - Subtotal, HST and total;
 - Quick Quote and/or further discounted prices;
 - Performance matrices (e.g. number of back-orders, on-time, late deliveries);
 - Issues and resolutions (e.g. those encountered, resolved, timing); and,
 - Cost reduction ideas.
- The service Resource activity reports shall contain, at a minimum, the following information:
- Client's organization name;
 - Client's address where Service Resource occurred;
 - Date of Service Resource (both start and complete dates);
 - Model and serial number of Device Resource services;
 - Name of technician;
 - Time taken to complete Service Resource;
 - Description (what was the end user's complaint);
 - Cause of problem;

- Solution of problem;
- What measures were taken to ensure the same problem doesn't re-occur;
- Test results, if any; and,
- Proof that the SLA is being met.

Clients may require other reporting, such as those set out below. The details of other Clients reporting requirements would be set out in the CSA.

- Advance/pre-delivery asset reporting;
- Asset management reporting;
- Discontinued Device Resources along with reason for discontinuation;
- Delivery reporting; and,
- Standard warranty registration confirmation.

25.0 Staff/Student Purchase Program

The Supplier's Employee Purchase Program (EPP) allows Client's buying power to extend to personal employee purchases. The Supplier will provide the Client with an EPP Access Number, to be distributed to employees, allowing each individual to create their unique EPP E-Account. Once the EPP E-Account online registration is complete, the employee can enjoy the special pricing typically reserved for volume purchasers. Furthermore, as employees order their products, The Supplier incorporates their purchases to leverage price point for even deeper discounts for the Client.

26.0 Agreement Management Support to OEM

Agreement Management Plan:

The Supplier Team supporting the OEM Contract:

- Business Development Manager: central point of contact for OEM, The following contacts will additionally support OEM: Sales Manager (Account Manager) Field Account Executive Sales Operations Supervisor for Public Sector, Senior Sales Manager, PS
- There will be an Account Manager + FAE team assigned for each OEM Client
- The Supplier Account Manager is the primary point of contact and is highly trained to address most questions and concerns. Account Managers attend on-going training programs to ensure that they are knowledgeable regarding the latest technologies and changes in the industry.
- The Account Team will involve the right experts to provide additional presales guidance and support, as needed. Supplier's technology specialists, solution architects and our additional partners as resources provide value-added consulting and IT solutions expertise.
- Additionally, The Supplier has a team of Brand representatives (employed by the OEM) who are exclusively dedicated to supporting all The Supplier sales, and offer an additional level of escalation and liaison between The Supplier and OEMs. the Supplier's The OEM team is comprised of 5 individuals, who are solely dedicated to The Supplier and The Supplier Clients

During the course of the agreement, OEM and the Supplier will establish a routine call or meeting, to review the progress of the agreement, review reports generated and supplied to OEM, review changes that impact the agreement such as price or Resource refresh, and establish steps required to ensure future and continued success. Supplier's Program Management Team (PMT) and the Business Development Manager (BDM) for Public Sector will take lead, and involve other the Supplier parties as required.

The Program Management Team will ensure contract compliance and will administer contract procedures by: providing all vetted CSA documents to the Account Team and reviewing with the Client as needed; overseeing the upload of contract pricing to the Customer Extranet, requesting customization information such as special URL, Client Logo, information for Premium Page content (with assist from Contract Editor); requesting information from the Supplier the OEM team to ensure Extranet content is current, with current models and pricing. The Business Development Manager for PS will ensure any and all changes are correctly communicated to all Sales Teams, and in some cases making direct Client calls to ensure Client Satisfaction. The BDM will represent the Contract at industry seminars, tabletop shows, and to user groups. The BDM will also analyze the performance of the Contract and provide a plan to the Supplier Executive team & OEM, for how to drive accelerated growth. Together, the BDM and PMT will provide project management leadership for successful agreement management.

OEM will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Assigning an OEM account executive responsible for overseeing all aspects of the delivery and support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending, at a minimum, quarterly business review meetings with OEM to review, and if necessary, act upon:
 - The previous quarter's SLAs;
 - CSAs and upcoming opportunities will be identified to OEM (active and those pending);
 - Deliverables and potentially other related Device and Service Resources to support Client's business requirements;
 - Issues and opportunities for improvement;
 - Device Resource lifecycle management;
 - Industry trends, new technology/innovation;
 - Service Resource improvement plans;
 - Service delivery processes;
 - Operational activities;
 - Status of outstanding problems/complaints;
 - Monitor performance management compliance;
 - Quick Quotes requested and issued;
 - Savings achieved;
 - Client issued Client satisfaction survey results;
 - Potential enhancements to Key Performance Indicators ("KPIs") and SLAs; and,
 - Inventory management/audits/upcoming issues.

Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);

- Monitoring, managing and reporting pricing, savings, Client satisfaction results and CSA status; and,
- Timely submission of reports showing invoiced Resources, the applicable Cost Recovery Fee ("CRF"), and other ad hoc reports as required.

27.0 Agreement Promotion

The Supplier shall promote the Agreement as set out below within the Client community by:

Identifying and marketing the resulting Agreement as a vehicle for the acquisition of end user computing Resources without the Client having to perform an individual tender for similar Resources (e.g. advising Clients about the fair, open, transparent and compliant process OEM carried out aligned with the BPS Procurement Directive);

- Executing CSAs with interested Clients; and,
- Providing excellent Client and technical support.

28.0 Performance Management

During the quarterly business review, OEM will review the Key Performance Indicators ("KPIs") and SLAs with the Supplier.

The KPIs may include, but are not limited to the following:

| Supplier Performance Management Scorecard | | | |
|---|-----------|---------------|-------------|
| Service Quality KPIs | Indicator | Service Level | Measurement |

| Supplier Performance Management Scorecard | | | |
|---|---|---|---|
| Service Quality KPIs | Indicator | Service Level | Measurement |
| Service resolution | Percentage of service requests resolved within agreement standard | Next Business Day onsite service | 98% of total service requests |
| Resource end-of-Life notification | Advance notice provided to Clients prior to Resource becoming unavailable | No less than 90 calendar days prior to end of availability | 98% of the time |
| Mean-time-to-repair ("MTTR") | Time from service request to repair | Within 3 Business Days | 98% of the time measured – calendar monthly |
| Service calls | Total number of service calls | Percentage of service calls of delivered Device Resources per month | 98% resolution rate |
| Order delivery – rush | Delivery of order to Client location following receipt of order | 5 Business Days (rush) | 98% of the time measured – calendar monthly |
| Cycle time from order to delivery – regular order | Delivery of order to Client location following receipt of order | 15 Business Days | 98% of the time measured – calendar monthly |
| Standard Warranty repair | Repaired and functioning | 3 Business Days | 98% of the time |
| DOA – faulty Device Resources | Number of DOAs versus total delivery | Per month | Less than 1% |
| Resource returns | Provide return material authorization ("RMA") | Within 2 Business Days | 98% of the time |
| Client ratings of service – Client satisfaction | High level of satisfaction | Semi-annual survey | 98% satisfaction level |
| Number of Client complaints – issues | | Semi-annual | Less than 2% of total Client requests |
| Meeting Supplier's growth Plan | Number of Clients and Client spend | Quarterly | Report, and review quarterly. |

The Supplier's scores shall be totaled for all KPIs, and the resulting score (i.e. unacceptable, fair, acceptable, very good, and excellent) will be used when contemplating Agreement activities (e.g. when a Supplier seeks a Rate increase and its performance score is only acceptable – OEM may only allow for a portion of the requested Rate increase if any at all. If, however, the Supplier's performance score is excellent, OEM would more likely accept the requested Rate increase ensuring it follows the agreed upon process).

The Supplier's performance management score will be used by OEM when contemplating Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate request due to substantial fluctuations in foreign exchange rates as published by Bank of Canada;
- The approval or rejection of Supplier request to add other Resources to the Agreement;
- Agreement extensions; and,
- The award of future OEM agreements.

During the first one-hundred and eighty (180) days of the Agreement, the Supplier shall collect and report agreed upon KPIs to OEM for review of KPIs or SLAs compliance. After this period, the Supplier shall collect and report the agreed upon KPIs on a quarterly basis to OEM and they will be used to measure the Supplier's performance, and if necessary penalties, throughout the Term of the Agreement.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements.

Client may, when executing a Client Supplier Agreement, seek other KPIs and SLAs.

The Supplier will meet the SLAs & KPIs outlined by measuring/reporting/interpreting & executing improvements on the metrics.

The Supplier's Account Managers use dedicated backups to cover their absences, such that Clients are always familiar with the backup and vice versa. The Supplier encourages Clients to utilize the defined escalation path, should an issue arise.

If there is dissatisfaction from our Clients, some suggested resolutions:

- Adding a 2nd AM to the Account to improve response time; Engaging BDM for Public Sector, who owns the success of VOR contracts
- Get well plan: drafted by the Supplier weekly calls to Client and internally to ensure KPIs are consistently met or exceeded
- With respect to delivery lead times, the Supplier's Account Team will suggest utilizing our exclusive inventory programs: buy & hold program or the inventory forecast model (i.e. warehousing Client standards such that models are always on-hand for fast delivery - requires forecast cooperation/commitment from Client. The Supplier can provide historical purchasing reports to determine an adequate supply to hold at all times)
- Program Management team with the Supplier to hold internal webinar, revisiting the Agreement expectations and consequences for failure to comply. Additional training will be offered.

29.0 Reporting to OECM

The Supplier shall be responsible for providing monthly sales report to OECM. The reports shall be itemized and contain, at a minimum, the following information:

- Client's organization name;
- Client's sector (e.g. college, school board, university, BPS);
- Invoice date and number;
- Client's purchase order number, if applicable;
- Detailed Resource description and type (e.g. fixed, mobile, accessory, peripheral, other);
- OEM's part number;
- Supplier's part number;
- Unit of measure;
- Gross and net Rates (i.e. after percentage discount has been applied);
- Number of Quick Quotes issued/responded to;
- Savings;
- Resource quantity sold;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee (i.e. subtotal and HST);
- Financial incentives provided to Clients (if applicable);
- Environmental performance activities;
- CSA status;
- Resource forecasts;
- The number of on-time and late deliveries;
- Issues encountered and resolution resolving issue;
- Proposed improvements to service provision; and,
- Cost reduction ideas.

The Supplier shall be responsible for any other ad hoc reports reasonably requested by OECM.

30.0 Environmental Considerations

Clients and OEM promote environmentally responsible practices to minimize environmental impact as it relates to the Resources in this RFP.

The Supplier shall report quarterly on its environmental performance during the Term of the Agreement including, but is not limited to, the following:

- Environmental activities the Supplier participates in (e.g. fair trade practices, recycled content);
- Tracking and reporting the Supplier's environmental improvement over time by providing information on carbon footprint reduction, EPEAT certification and energy consumption;
- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Quality assurance program certificates the Supplier possesses (e.g. ISO 14001, Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs.

31.0 Sustainability

The Supplier is extremely committed to the environment and has implemented the following initiatives:

- Environmental Responsibility Policy
- ISO 14001:2004 Certification
- 100% recyclable packaging in distribution centers
- 100% renewable energy for data centers in Madison, WI area
- Responsible consumption of paper, water, energy and fuel, and reduction of waste volumes and pollution
- beGREEN Program: fosters a culture of environmental responsibility among coworkers; encourages employees to reduce, reuse and recycle

Supplier's Environmental Responsibility Policy:

- Considers the impact of its operations on the environment and takes appropriate steps to minimize such impact, including the communication of this policy statement to persons working for & on behalf of the Supplier
- Strives to comply with the spirit & letter of laws and other relevant requirements regarding the protection of our environment and prevention of pollution.
- Dedicated to conformance with the requirements of ISO 14001 and to the continual improvement of its Environmental Management System by establishing & meeting environmental targets and objectives.

The Supplier has achieved certification to the ISO 14001:2004 Environmental Management System standard. This achievement demonstrates our commitment to protecting the environment & providing Clients with a responsible and cost-effective way of conducting our business. The Supplier was awarded the certificate by SRI Quality System Registrar, an internationally accredited registrar for quality management systems standards. As part of our Environmental Management System, the Supplier conducts in-depth internal audits and self-assessments to support continual improvement.

32.0 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OEM and/or Clients 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 Resource availability critical to Clients.

The Supplier Business Continuity Program: The Supplier is committed to business continuity & has a complete Business Continuity Program (BCP) for the safety of our coworkers, continuity of our business, & continued service to our Clients. The Supplier's program consists of (4) integrating key components, including: Emergency Response.

Crisis Communication, Disaster Recovery, & Business Continuity

The Supplier's BCP plans contain instructions, policies, and procedures for coworkers and management to follow during any business interruption. The BCP also includes an automated emergency communication system (NOTIFIND) so the Supplier can contact appropriate team members simultaneously within minutes of an incident.

The Supplier's recovery strategies include: drop shipping, redundant IT systems, alternate office space, recovery services, and dual distribution centers. In an emergency situation, Clients should be confident that The Supplier will work with you to ensure that systems are up and running as quickly as possible to minimize your downtime. Some other features of our BCP include:

- Redundant servers across data centers for all mission

Critical applications and web-site hosting (hot-site or load balancing redundancy)

- MS SQL and DB2 database replication for performance and availability
- Dual T3 internet connection; redundant phone capabilities; dual AC; dual UPS; diesel generators at both data centers & both distribution centers

33.0 Contingency Planning – Shortages

The OEM's Global Supply Chain has business continuity and disaster recovery teams in place, planning the prevention and response to natural and man-made disasters including pandemic influenza. The OEM's worldwide manufacturing and distribution have planned backup facilities to handle prolonged disruptions. The OEM's primary data center is located in Asia. The OEM has designed and built in redundancy in all key server, storage systems and network connections. The OEM completed a new Disaster Recovery Center in 2013 and The OEM is in the process of building out disaster recovery plans, processes, and procedures for the new facility. The OEM maintains emergency response plans for each location in the U.S., Canada, Brazil, China, India, Singapore, Japan, and Scotland. The OEM's strategy for continuing business in the event of an incident is, first to ensure the safety and security of all employees, and second to continue critical business functions and services from predefined alternative sites. The OEM's worldwide manufacturing & distribution centers have extra capacity that can be utilized to meet increased demand for our Resources have planned backup facilities to handle prolonged disruptions. The OEM's major suppliers maintain disaster recovery plans for their manufacturing & distribution sites to enable recovery within forty-eight hours of disaster declaration.

Business Continuity strategy and plans must be tested on an annual basis or whenever there are material changes. For the OEM's supply chain, The OEM strives to complete business continuity drills at all internal manufacturing locations annually. The OEM tests its plans on a location basis, for each facility. Plans include plan maintenance & testing frequency, testing and maintenance schedule, & emergency management (procedures), crisis management, business recovery, and department recovery actions.

34.0 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are onsite as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

35.0 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Device Resources. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall 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 Agreement, neither acceptance of the Proposal nor execution of the Agreement by OEM shall be considered an approval by OEM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

36.0 AODA Support for Clients

Disability Training - All co-workers have received training for working and understanding people with disabilities.

Customer Service Accessibility for the Disabled-Customer Service communicates with Clients primarily over email and phone. Upon acknowledgement of a Client whom is or has a disability that hinders their ability to speak or hear, communication through email is then used as the most effective platform in which to contact Client service. Also, if the Client is hearing impaired and has an interpreter/translator whom can speak on their behalf, then calling into Client service is also an option as the Client service team is experienced in working with and communication through an interpreter/translator for the hearing impaired.

Software and Hardware for the disabled - The Supplier offers numerous manufacturers that produce Resource lines geared for all people, specifics will need to be given from sales

Assistive devices - The Supplier will ensure that all coworkers in Ontario are trained and familiar with various assistive devices that may be used by Clients with disabilities while accessing our goods or services.

Communication - The Supplier will communicate with people with disabilities in ways that take into account their disability guided by principles of independence, dignity, integration and equal opportunity.

Service animals - The Supplier welcomes people with disabilities and their service animals. Certified service animals are allowed on any part of their premises in Ontario that are open to the public.

37.0 Documentation

The Supplier shall maintain all necessary records related to the provision of the Resources for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

38.0 Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier shall provide OECM with Clients' historical spend (e.g. baseline information) prior to the effective date of Agreement if applicable.

39.0 Other Client Benefits

The Supplier shall provide other Client benefits including but not limited to:

- Lenovo LANSchool Promo:
 - Allows educators and administrators to maintain control of technology in the classroom
 - 1 complimentary perpetual license per Lenovo device resource including support and 1 year of upgrades
 - Valid for K-12 customers until October 2023
 - Includes 1 hour on-site or virtual demo of products
- Technology Briefing at Lenovo Raleigh, NC Briefing Centre (Lenovo Customer Centre Classroom):
 - Datacenter Group and/or briefing at the Lenovo Executive Briefing Centre in Raleigh, North Carolina for two people
 - Held in a classroom environment to engage with educators, administrators, and IT personnel from K-12 and higher education institutions
 - Allows customers to experience an academic environment as they use new technologies and interact with subject matter experts about classroom design, 1:1 computing initiatives, cloud computing, learning management systems and devices
 - Available to customers with \$500,000 or more purchases in Lenovo solutions within an annual year
 - Travel and accommodation covered by CDW and Lenovo
- CDW & Ergotron Seed Unit Program:
 - Customer able to receive 1 Ergotron device management cart or receive 1 Ergotron TeachWell desks and 4x LearnFit desks plus accessories to support a proof of concept initiative
 - Valid for K-12 boards with enrollment of over 2500+ or Higher education boards with enrollment of 5000+
- Lunch & Learn:
 - Small set of customers are hosted at a local venue for lunch while they learn about emerging and new technologies
 - Informative presentation by solutions architects
 - Agenda can be customized
 - 3 lunch and learns annually
- On-Site Skills Transfer delivered by Lenovo Solutions Architect (Level 3+):
 - Onsite skill knowledge sharing and skill transfer by Lenovo Datacenter Group Client Technical Sales Specialist
 - Topics can be customized
- CDW Red Carpet Event:
 - Event held at CDW offices, tailored to the customer's unique needs
 - Providing information on advanced technology capabilities, including: data centre, unified communications, security, virtualization, cloud and networking
 - Half or full day event
 - Presented by Solution Architects
 - 12 events annually
- Server Consolidation Study:
 - Provide server consolidation study for customers to provide options for installed Windows/Intel servers

- Help to lower cost of delivering applications, decrease datacenter floor space and power requirements, and/or improve application service levels
 - Report provided for analysis of current environment
- Lenovo Regional Customer Events:
 - Lenovo-hosted events around Ontario throughout the year. Learn how a \$45B company partners with the best in the industry on cutting edge technologies and other exciting technology trends
- Try and Buy:
 - Customers can try Lenovo branded server or client devices for up to 90 days
 - At the end of the trial period the product can be purchased or returned
- First Units Deep Discount:
 - Up to 60% off a newly announce device model
 - Customer must have spent \$250K+ in the past 12 months and limited to 2 units per product line
- CDW Employee Purchase Plan (EPP):
 - Discount for coworker and students for their personal technology purchases
 - www.cdw.ca/epp

APPENDIX B – RATES

Rates are firm maximum Rates until November 1, 2023.

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

The Supplier may request a Rate refresh of the Supplier's Published Canadian Web Price List (i.e. Rates) for device Resources and/or the maximum net Rates for Service Resources twice per year after October 2019. Refreshed Rates shall be updated in April and October annually, if agreed upon by OEM, and shall remain firm until the next Rates refresh period.

For certainty, the Supplier's Published Canadian Web Price List Rates for device Resources shall not increase (e.g. on the Supplier's online ordering technology or when a Client places an order by any means) during any pre-defined six (6) month period for the Term of the Agreement.

The Supplier shall provide a written notice to OEM at least sixty (60) days prior to the first of April and October, if requesting a Rates refresh.

Any Rate refresh request from a Supplier must be supported by the OEM (if the Supplier is not the OEM) and accompanied by appropriate documentation (i.e. OEM's letter of increases, detailed calculations, individual Client impact analysis), and the expected Rate refresh (i.e. the Supplier's Published Canadian Web Price List Rates for device Resources and/or the net maximum Rates for service Resources) to support any Rate adjustment.

OEM will not consider any fixed costs or overhead adjustments in its review. As part of any review, OEM will consider Rate adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, or ordinances. OEM may also incorporate a third party index (e.g. Consumer Price Index) in its Rates review.

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

- 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 as of August 2016 is one-point-two-nine-eight-two-seven-five-four-nine (1.29827549);
- 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;
- The applicable six (6) month average USD-to-CAD exchange rate used shall 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 supporting evidence that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volume and Agreement management performance (i.e. key performance indicators, service level agreements, quality, Resource provision, response time, and reporting) will be considered by OEM when contemplating a Rate refresh.

Clients require thirty (30) days prior notice on any Rate change. If for any reason, the Supplier and OEM cannot agree on the new Rates within the specified timeframe, the Rates shall not be adjusted until the next opportunity (i.e. the following April or October) at OEM's sole and absolute discretion.

If price increases are agreed upon between OEM and the Supplier, the new Rates would only be applicable to Resources ordered after the amendment effective date of the agreed upon Rate change.

If, however, a pricing refresh is not requested, the Rates from the previous (six (6) month) period shall remain in effect for the next period (e.g. the following six (6) months).

Agreement will be amended accordingly.

If a proposed Rate increase cannot be mutually agreed upon between OEM and the Supplier, OEM may terminate the Agreement by providing six (6) months' notice.

Decreases to any Rate shall be accepted at any time during the Term of the Agreement.

Lenovo Topseller Resource Rates

Seller will provide Client with cost-plus pricing for the Supplier-defined Products listed below. For purposes of the table below, Supplier's cost is CDW Canada standard acquisition cost associated with the procurement of product but also including the capital and management costs and risks associated with procuring, distributing and selling the inventory. Pricing discounts will be applied to this Agreement within five (5) business days of receipt of a new Price List from the Manufacturer.

Topseller products will be offered while quantities last, commercially reasonable efforts will be made to adhere to KPI standards listed in the Master Agreement.

| Lenovo Categories | Maximum % Above Cost |
|---|----------------------|
| Commercial Desktop | 2% |
| Commercial Notebook | 2% |
| Consumer Notebook | 2% |
| Enterprise Product Group | 5% |
| Services | 5% |
| Think Peripherals | 5% |
| Monitors | 2% |
| Workstations | 2% |
| Software: Stoneware and Absolute Software | 5% |

The additional OEM's below will be provided at the specified cost-plus pricing, standard performance metrics will apply.

| CDW Partner | Maximum % Above Cost |
|-------------|----------------------|
| Barco | 3% |
| Buffalo | 3% |
| CyberPower | 3% |
| D-Link | 3% |
| Eizo | 3% |
| Ergotron | 3% |
| Fujitsu | 3% |
| InFocus | 3% |
| LapCabby | 3% |



Savings | Choice | Service

| | |
|-----------------------------|----|
| Lexmark | 3% |
| Samsung | 3% |
| Seal Shield | 3% |
| Scale Computing | 3% |
| Viewsonic | 3% |
| Lenovo WinMagic | 3% |
| All Options and Accessories | 3% |

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

[End of Client-Supplier Agreement]

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

Name

Title

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]

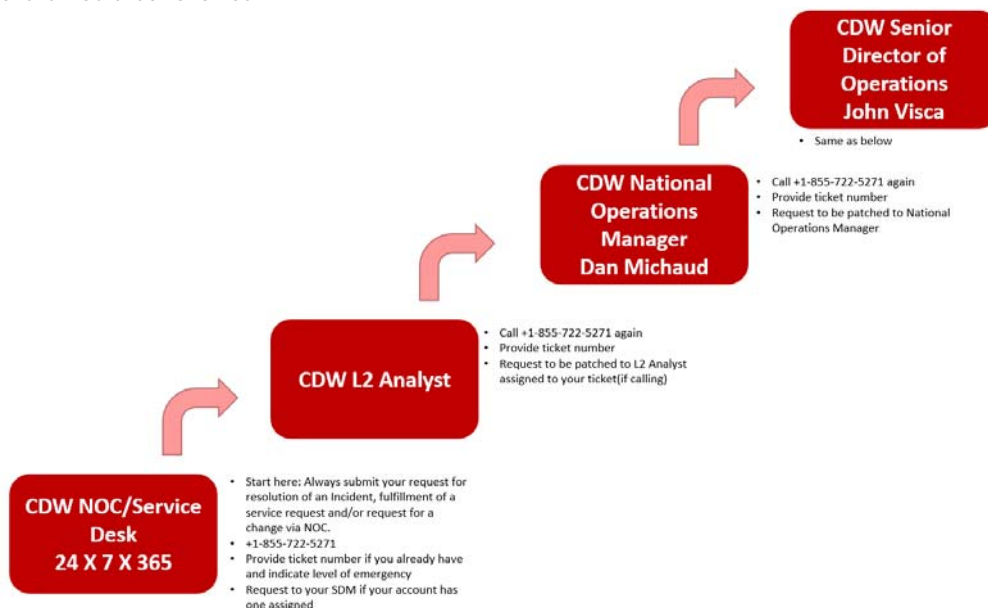
Contact Information:

| 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]

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **End-User Computing Devices and Services** as outlined in **Request for Proposals #2016-261** is effective as **of the last signature date of this agreement**

BETWEEN:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario, Canada
P9A 3P9
(the "Client")

- and -

[Compugen Inc.]
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with Ontario Education Collaborative Marketplace referred to as OECM-2017-261-03 for the provision of Resources;

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

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties 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:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

- (a) November 1, 2021, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

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-2017-261-03.

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 latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

3.1 The Supplier's representative for purposes of this CSA shall be:

- Dan Po, Account Executive
- Email: Dpo@compugen.com
- Phone: (416) 294 5339

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

Jeremy Hughes
Information Technology Manager, Town of Fort Frances
jhughes@fortfrances.ca, 807-274-5323 x 1219

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

Michael Ophek, Business Relationship Manager
T: (647)649-7574
E: michael.ophek@oecm.ca

ARTICLE 4 - TERM OF CSA

- 4.1** This CSA is effective as of the 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 Term of this CSA 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 Client as described in the Master Agreement and as more particularly specified in 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 time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client and the Supplier may mutually agree on changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client 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 Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 - RATES AND PAYMENT

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement.
- 6.2** The Client 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 Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in 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 Client 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 Client 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 Client address to the attention of the Client 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, 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. Provided that Supplier is provided sixty (60) days to rectify any obligation issues identified in Section 9.1 to the Notice.

9.2 Termination by Client

The Client 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 Client'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 Client 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 Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any instructions provided by the Client, 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 Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). 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 Client 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 Client 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 Resources shall be at the sole discretion of the Client. The Client 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 Client without the prior written consent of the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, 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 Client under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective representatives 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 Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client 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 Agreement 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 Agreement 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 Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client 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 Client.

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 an 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 natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. 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 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 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 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 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 on a regular basis, or who may have access to student information to provide services hereunder, where such 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 of the Client. For the purposes of this CSA, the Client 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 on a regular basis or have access to student 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.

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* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client 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 on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Client 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 Client 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 Client may attend to such reviews at least twice per year during the 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 Client in the circumstances and in its sole and unfettered discretion, then the Client 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 Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client 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.

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

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Client'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 Appendix C to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client'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 Client in any investigation undertaken by the Client pursuant to such policies.

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

The Corporation of the Town of Fort Frances

Authorized Signature

Name

Title

Date

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

COMPUGEN INC.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

1.0 Description of Resources

The Supplier shall provide the following enterprise business grade, new, quality, cost effective end-user computing Devices and Service Resources throughout the Term of the Agreement on an as-and-when-required basis.

Refer to Appendix B for Device Resource Rates.

2.0 DEVICE Resources

The Supplier shall make available for purchase by the Client the following Resources (many of which can be configured as requested by Client).

- HP (the "OEM") desktop Device Resources, such as all-in-ones, desktops, Independent Software Vendors ("ISV") certified workstations, small form factors, thin Client Devices, towers, and performance workstations; and the mobile Device Resources, such as ISV certified workstations, mobile workstations, notebooks, tablets, chrome Devices, rugged and thin Client Devices (collectively known as the "Device Resources");
- Accessories, such as adapters, batteries, cables, carts, cases/bags, chargers, charging carts, consumables (e.g. for peripherals Device Resources) , docking stations, external drives, graphic cards, headphones, keyboards (wired and wireless) , memory modules, mice (wired and wireless), microphones, monitors (touch and non-touch) , mounts/stands, security locks, speakers, stylus, surge protectors, touchpads, wearables, and webcams (collectively known as "Accessories Resources");
- Peripherals, such as scanners, printers, projectors, and smart TVs (collectively known as "Peripheral Resources"); and,
- Other Device Resources, such as storage, routers, switches, servers, data protection, security, and power supplies (collectively known as "Infrastructure Resources").

(all collectively known as "End-User Computing Resources" or "EUC Resources").

Refer to Appendix B for Device Resource Rates.

2.1 Enterprise Business Grade Device Resources

The Supplier shall provide enterprise business grade (i.e. not consumer grade) Device Resources defined to contain the following:

- Life expectation - enterprise business grade Resources have planned life cycles that take the supportability of the Device Resources into consideration beyond their production timeframe. This means that drivers for the Device Resources will be updated and maintained over the Term of the Agreement;
- Consistency in parts - enterprise business grade Resources are expected to be constructed of high quality to ensure stable performance. The parts in a Resource should be identical to those in another of the same make and model, no matter where or when it is purchased. Enterprise business grade Resources should be designed such that supporting one (1) Device Resource is the same as another copy of the same Device Resources because the internal parts are the same; and,
- Quality of construction - enterprise business grade Resources are designed so internal parts will work together through the life of the Resources and support future operating systems and applications as they evolve.

2.2 Quality

The Supplier and/or the Resource OEM shall be registered under ISO 9001 (2008) from a nationally accredited registrar for the manufacturing facility where the proposed desktop/mobile Device Resources are made.

All of the Supplier's manufacturing operations achieved the internationally recognized ISO 14001 Environmental Management Systems ("EMS") certification.

The OEM:

- Builds energy-efficient Resources that meet or surpass ENERGY STAR guidelines;
- All Device Resources are Energy Star compliant & EPEAT rated Gold or Silver;
- Publishes online the carbon footprint of every device we manufacture;
- Requires vendors to adhere to Global Reuse and Recycling Standards that cover storage, handling and processing of these Resources to prevent release of harmful substances;
- Does not allow the export of e-waste to developing countries;
- Offers multiple platforms that are/can be configured with Intel Stable Image Platform Program ("SIPP") processors and chipsets. The OEM SIPP platforms offer a 15-16 month lifecycle with a 3 to 4 month overlap giving Clients ample time for next generation Resource transitioning.

The Supplier:

- Is a member of the EPEAT Reseller Program and works with Clients to encourage inclusion of sustainability criteria in procurement decisions; leveraging preferred access to EPEAT data to help Clients make more environmental sustainable procurement choices;
- Developed Green4Good Program which helps organizations dispose of their IT assets in an environmentally responsible way and eliminate asset disposition costs. Rather than sending used IT assets to a landfill, this program ensures that end of life equipment is either resold or 100% recycled; and,
- Is able to provide secure, environmentally responsible reuse and recycling through partnerships with recyclers & through the Supplier's ISO 9001:2008 Quality Management System that ensures the Supplier's processes achieve their published objectives for security and sustainability.

The OEM has implemented a secure BIOS/UEFI & is developed to NIST 800-147 guidelines to ensure only OEM digitally signed code can update the BIOS. Select OEM Devices Resources include OEM Sure Start the only automatic self-healing BIOS in the industry that periodically checks the integrity of the OEM firmware while the OS is running.

The OEM's free Client integration kit plugs into Microsoft SCCM/MDT/SCE to provide easy integration of OEM driver packs into Clients imaging process. OEM's security profile also includes:

- Master Boot Record Security: Automatically backs up & restores MBR if corrupted;
- OEM SpareKey: Users securely log into PC by answering a set of questions;
- Power-on Authentication: Requires users to authenticate before the OS or other SW will start;
- PreOS Multifactor Authentication: Supports fingerprint reader, password, touch screen or smartcard credentials & integrates with drive encryption technologies;
- OEM DriveLock (& Automatic DL): User password/BIOS encrypted password protects the HDD data by not allowing it to operate unless a password is entered. OEM Drive Encryption SW: Encrypts the entire HDD/SSD volume & is FIPS 140-2 L1 certified;
- Optional Self-Encrypting Hard Drives (SED): Encrypts/decrypts HD data;
- Trusted Platform Module: Most OEM devices are configured with a v1.2 or v2.0 TPM;
- Smart Card Readers (select models): multi-factor authentication & integration into existing security infrastructures; and,
- Absolute Persistence: embedded in the BIOS, provides PC theft recovery, tracking & data delete/wipe.

In the event of accidental erasure of Client's data, Supplier Field Technicians will work with the Client's technical staff and the Client to take necessary support processes and steps to restore the data. The assumption being that the end user data is backed up on some form of backup media, at no additional cost or at an additional cost mutually agreed upon between the Supplier and the Client This could include, but

not limited to, a network or external backup drive. Supplier is able to support many data retrieval methodologies in use by Clients today.

OEM manufactures devices specifically designed for education environments that can withstand student use/abuse over an extended period of time.

- These devices include the ProBook 11 Education Edition (EE) that is tested to IP41 standards and includes spill & pick resistant keyboard/caps, x360 310 G2 EE Notebook, and Chromebook 11 G4 EE, all configured with 2x2 wireless radios for maximum throughput and all pass 3rd party MIL STD-810G testing;
- OEM provides Education specific software suite for FREE with Windows EE units and ability to purchase at low cost for all other proposed devices;
- OEM ensures that all Resources are ergonomically sound with particular focus on:
 - keyboard key spacing and layout
 - required key firing pressure
 - even heat dissipation on mobility platform keyboard decks
 - adjustable height monitors/all-in one-devices
 - VESA mount capability
 - ergonomic monitor arms, notebook stands, mounting solutions and more
- OEM simulates approximately 5 years of repeated notebook lid opens & closes (50K hinge life-cycle) to test hinge strength and reliability;
- Notebook displays are tested to withstand at least 80 lbs of display compression and are designed so the display does not touch the keyboard during compression (protecting it from being damaged during use and storage in carrying cases);
- All I/O ports go through extensive connector overload stress testing to ensure they can withstand use/abuse over the expected device lifecycle;
- All devices proposed are configured with the latest 6th generation Intel processor & chipset technology and Microsoft Windows 10 operating system. This combination of hardware and software technology provides the best possible battery life in an education environment; and,
- The majority of OEM devices are subjected to MIL-810G rugged tests to ensure they can withstand such things as drops, shock, vibration, dust, humidity, altitude, high and low temperatures.

2.3 Device Testing

All Device Resources undergo an OEM Total Test Process ("TTP"), an exhaustive series of rigorous tests and validation procedures that are continuously reviewed and enhanced.

The OEM TTP includes:

- Comprehensive and proven testing program consisting of minimum of 120,000 hours of rigorous multi-tiered testing and validation procedures;
- Rigid quality specifications/standards, including 50,000 test steps, with 240 industry-standard hardware and software Resources tested for compatibility; and,
- Exposure of pre-launched devices to rigorous conditions including drops, vibration and enduring mechanical/functional tests simulating rough handling over life of the device.

Devices consistently pass MIL-STD-810G testing procedures such as drops, shock, vibration, dust, humidity, altitude, high and low temperatures. OEM offers devices specifically designed for built rugged, and all pass third party MIL STD-810G testing.

The knowledge gained through OEM TTP leads to many innovations that allow OEM devices to deliver an enhanced and consistent reliable experience. OEM also invites selected Clients to test the usability of final pre-production release devices through the Supplier's Early Evaluation Program. OEM Clients will be afforded the opportunity to voluntarily participate in these early evaluations and related testing.

2.4 Security

The Supplier shall provide Trusted Platform Module ("TPM") embedded security chip on commercial grade Device Resources.

2.5 Operating Systems

The Supplier shall support various operating system (i.e. Microsoft, Chrome, and Linx) requirements that are available with the commercial grade EUC Resources. The Supplier supports Android operating systems as it relates to mobile Device (e.g. tablets) Resources

2.6 Central Processing Unit

The Supplier shall provide both Intel® and/or AMD central processing units to Clients that are available with the commercial grade EUC Resources.

2.7 Device Resource Updates

Device Resources shall be shipped, and updated with the following, at no charge to the Client:

- Current BIOS updates/patches/fixes installed; and,
- Latest available drivers.

2.8 Device Lifecycle Management

Supplier understands that proactive change management is critical to ensure continuity. As an inevitable stage in every Resource lifecycle, items will reach end of life status and will no longer be commercially available for purchase. Supplier and OEM will work together to ensure constant communication with OEM and Clients to ensure a smooth life cycle change. Over the past 3 years, Supplier and OEM have successfully used the Supplier's Product and Inventory Forecasting (PIF) process to manage Resource lifecycle changes. The Supplier's PIF process addresses the following items:

- Product Standards with EOL dates and replacements (as available);
- Product forecast (typically 30-60-90 day requirements to reduce/mitigate risks);
- Product run-rate (if available);
- Inventory available on hand at Supplier's warehouse to reduce risks (or at a manufacturer/distributor if applicable);
- Inventory on order with ETA; and,
- Any important comments or notes.

Supplier owns and operates its own secure, 45,000 square-foot, ISO 9001:2008-certified warehouse. On average, Supplier's main warehouse handles 7,500 pieces per day and can accommodate the storage of 1200 modifiable pallets. Supplier's Supply Chain Process helps with risk mitigation as Supplier can hold inventory in the Supplier's warehouse to meet SLA. In addition, Supplier can stage inventory to accommodate special requests and seasonal variations such back-to-school, special education projects, desktop refresh and year-end bulk purchases, etc.

Supplier and OEM will work together to provide transition or replacement models to OEM Clients to test/review prior to new model adoption. Historically, OEM provides Clients with a 90-day timeline for transitions.

2.9 Device End-of-Life Management

The Supplier and OEM will work together to interface with OEM Clients on a regular basis. This team will work proactively to communicate Resource announcements, provide future technology roadmap information and identify new and innovative ways to help OEM's Clients achieve increased cost savings. The Supplier will mitigate impact on OEM Clients by:

- Providing Resource roadmaps and transitions. Typically performed on a quarterly basis, these roadmaps will let OEM and Clients know well in advance of new chipset and technology refreshes that will be occurring as well as end of life dates on the various Resource lines and their successors;

- Assisting OEM in identifying Client computing projects, gathering requirements, and identifying solutions within the OEM and/or OEM Partner portfolio;
- Facilitating technical briefings from OEM subject matter experts to introduce OEM and Clients to new technologies from OEM or from OEM's partner community;
- Analyzing technical challenges with Resource implementation and facilitate support escalations to expedite resolution;
- Co-ordinating technical evaluations, proof of concepts, and access to early evaluation beta Resources;
- Providing loaner devices when appropriate; and,
- Holding inventory in the Supplier's warehouse.

Supplier and OEM will work together to provide transition or replacement models to OEM Clients. In most instances, the Supplier will provide Clients with new devices of the same or better specifications and quality.

2.10 New Technology

Supplier understands that staying up to date with new technologies in the marketplace is crucial for OEM and its Clients. Supplier and OEM will meet with OEM and its Clients regularly to inform of current, upcoming and future Resources. Supplier is able to support OEM and its Clients by:

- Providing new technology trends and solutions to support OEM and its Clients in capitalizing on changing technology;
- Holding quarterly new technology reviews with OEM and its Clients and provide written proposals indicating the features, functionality, price, Service Level Agreements ("SLAs"), testing and other indicia of any new Resource or technology;
- Providing new Resources for evaluation purposes;
- Presenting and demonstrating new Resources announced at the quarterly technology roadmap sessions;
- Offering evaluation Resources for sale;
- Testing new technology Resources within Supplier's configuration centre;
- Providing webinars on new Resources for OEM and its Clients;
- Proposing innovative and new solutions or Service to OEM Clients and providing the opportunity to assess the Supplier recommendations against future business requirements within the OEM Client base;
- Providing new technology and technical expertise for proof of concepts; and,
- Sponsoring and promoting many industry conferences.

Supplier has invested in an 10,000 square-foot, ISO 9001:2008 certified Technology Configuration Lab located in the Supplier's Richmond Hill head office that can create images, configure hardware, facilitate proof-of-concept Resource evaluations, and assist Clients with testing and environment simulations. Supplier will work with OEM and its Clients to play a proactive role in managing the risk and impact of software and hardware images as well as planning for image transitions over time.

When new devices are introduced, Supplier and OEM will support OEM and its Clients with image transition by:

- Providing up to 90 days of notice for Resource transition from the end-of-life device;
- Facilitating discussions and recommendations on replacement Resource;
- Providing a demo unit to test and certify image on new replacement Resource;
- Offering image creation services by working collaboratively with OEM and its Clients; and,
- Approving the final image, prior to production through technical evaluation.

2.11 Innovation and Proof-of-Concept

Supplier has engaged in many proof of concept (POC) programs for existing and new Clients. As an example, when Microsoft Win10 was first released, Supplier supplied a class lab of thirty (30) win10 Tablets to a deserving school. The Supplier showed the teacher and students how to utilize Win10 with their current education applications and proved that kids can be motivated with technology that enabled learning; resulting in increased classroom participation and student grades improvement. It is important for Supplier to engage its Clients about innovation and POCs; allowing OEM and its Clients to “test drive” the proposed technology and to align the outcome to their business needs.

The Supplier’s POC methodology is focused on innovation and tie to the Supplier’s Clients business needs, as described below:

- Supplier and OEM will meet with OEM’s Clients on a regular basis to inform them of current and/or future Resources. OEM Clients can be nominated for OEM’s Early Evaluation Program on any new pre-released desktop, notebook, tablet or workstation device. This will allow OEM Clients to evaluate pre-production Resources, assist with driver and BIOS testing and provide valuable feedback to OEM on design features of various devices;
- OEM also regularly schedules Client visits to their Innovation Centres of Excellence to meet with Resource managers, Resource design team members, software developers and business unit heads to learn more about future technologies. This will allow OEM Clients to provide valuable feedback on future Resource before the Resource design has been finalized; and,
- Supplier will meet with OEM and its Clients to define proof-of-concept success criteria

2.12 OEM Warranty Coverage

Warranty and off-warranty requests are managed through the same process. To properly manage service calls, Supplier Account Manager will assign a Service Advisor (“SA”) to manage all calls, monitor the progress and ensure call closure targets are met. This SA has direct access to the Supplier’s Call Management System (“SCM”) where information on Resources and warranty are stored and readily available. Having this information available is a critical part of the call screening process. With this knowledge at hand, the appropriate technical resource is assigned to resolve Clients’ issues the first time.

This personalized service gives Clients a direct contact so issues can be dealt with immediately. Supplier’s SA’s are all A+ accredited and are able to provide a very high standard of call qualification/screening. The qualification/screening of the call starts as soon as the call is answered.

The SCM system enables Supplier’s SA’s to ensure that calls are accurately diagnosed, recorded, and classified in accordance with SLA definitions. Technical support to the Supplier’s SA’s is available at all times. Supplier has a full complement of subject matter specialists for which Supplier is an authorized service provider. These processes are in place to facilitate timely incident investigation and diagnosis with the objective of providing as quick a resolution as possible. To further enhance the Supplier’s ability to diagnose issues prior to technician dispatch; the Supplier has a long standing partnership in place with the OEM which allows Supplier to avail itself of 2nd and 3rd level technical support on an “as required” basis.

The key to success of any approach is a clear understanding of who takes ownership of any given problem. In this regard Supplier takes great care to meticulously prepare Client profiles. These tools, once agreed to by the Client, ensure that problem ownership never comes into question. Once a call is accepted at the Supplier’s Service desk then Supplier owns the problem and its resolution, according to agreed SLAs.

The Supplier shall provide OEM standard warranty coverage as required by the Client, including parts and labour, for all Device Resources, such as:

- Desktop and notebook Device Resources shall have a three (3) year onsite next Business Day warranty coverage;
- Chromebooks, tablets and student computing Device Resources shall have a minimum one (1) year return to depot warranty coverage;
- Accessories and Peripherals Resources shall have a minimum one (1) warranty;
- Display Resources shall have a minimum three (3) year warranty;
- Networking Device and Infrastructure Resources shall have a minimum one (1) year onsite next Business Day warranty coverage;

- Server and Storage Device and Infrastructure Resources shall have a minimum three (3) year onsite next Business Day warranty coverage;
- Software warranty will be based on the maintenance contract requested by Client; and,
- Third-party Peripheral and Device Resources shall have warranty coverage aligned with the OEM.

The Supplier shall ensure Client data/information is protected while being repaired.

The warranty coverage for third party EUC Resources is that which is provided by the third party Resource manufacturer available at time of purchase or optional warranty coverage provided to the Client upon request.

2.13 Device Part Availability

The OEM will provide four (4) to five (5) year parts availability after a three year warranty period expires. The availability of parts can be dependent upon the hardware platform as well general industry circumstances beyond OEM's control. To extend coverage on devices, post-warranty OEM Care Pack Services can be purchased up to ninety (90) days before current coverage expires and no later than thirty (30) days after the current coverage expiration. Resource must be in good operating condition at time of purchase. Time and material services (pay per incident) are also available until Resource obsolescence.

2.14 Self-Maintainer Program

The Supplier shall provide a self-maintainer program including training and support for the program as required by Clients. The program allows Clients to resolve some Device Resource issues themselves (e.g. part replacement) and receive financial compensation from the Supplier. If, however, the Client is unable to resolve the Device Resource issue, the Supplier shall provide warranty Service Resources directly.

Clients may request the Supplier provide replaceable part at the Client's location.

The OEM's Self Maintainer Program allows Clients to maintain their own IT using OEM Resources with no participation fees.

- Qualified Clients directly manage warranty service & maintain their OEM assets, providing a low cost solution that leverages existing IT infrastructures/capabilities;
- Technical staff can be certified using OEM's extensive training system (over 1,000 courses offered for at no additional cost) & they have access to free in-warranty parts with free shipping and out of warranty parts (purchased at a discount);
- Lead times for parts are 2 days for standard warranty and next business day (NBD) for NDB Care Packs;
- Clients receive reimbursements for all the warranty work they do;
- Eligible Computer Resources: Commercial Desktops, Monitors, Notebooks, Detachables/Hybrids, Tablets, Fixed/Mobile Workstations, Mobile Thin Client, Chromebooks, Surface Pros;
- Self-maintainers use OEM's Global Services Network & the Self Maintainer online Dashboard to easily manage ordering, keep track of warranty info/repairs and run reports to track activities & parts orders;
- The dashboard also provides one stop access to dedicated Self Maintainer Support team, technical resources, & extensive resource guides designed to make the process easy;
- Students can benefit too. They can intern, train and gain valuable experience using OEM's extensive training at no additional cost. All OEM certifications are owned by each individual. This internship establishes a potential career path. Systems are setup to allow separation of training & part ordering for a controlled user environment; and,
- Over 100,000 parts available, such as Resource categories which include: AC adapter, enclosure, battery, PC board, cable, power-supply, battery, antenna, enclosure monitor display, fan, keyboard, memory, microphone, speaker, top/bottom/miscellaneous cover components, camera, screws, HDD, wireless Internet

The OEM's warranty will not be affected if OEM Clients install end-user replaceable parts. In fact, OEM Resources are designed with many Client Self-Repair ("CSR") parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. In addition, OEM offers a Self-Maintainer program that enables a Client's IT department to self-maintain OEM Hardware. For non CSR parts, for optimal resolution, repairs to OEM equipment should be performed by qualified OEM technicians under the

Self-Maintainer Program or OEM. In addition, OEM maintains a Services Media Library website for Clients featuring videos, animations, audio, & downloadable instructions on how to locate and switch out field-replaceable units.

2.15 Repeat Call Resolution

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

The Supplier shall be responsible for ensuring the new replacement Device Resource is configured to meet the Client's needs.

The Supplier shall provide a no-cost spare Device Resource, if required by the Client.

Where it is deemed that a new replacement Device Resource is provided, the Supplier shall modify its asset tracking report to amend previously recorded asset information accordingly.

2.16 Dead-on-Arrival Device Resources

The Supplier shall provide an exchange for any dead-on-arrival ("DOA") Device Resources that do not work at first boot at the Client's site.

The Supplier shall deliver the new replacement Device Resource to the same Client location, within three (3) Business Days of notification by the Client at no extra charge to the Client. The Supplier shall ensure the new replacement Device Resource is configured to meet the Client's needs.

The Supplier shall provide a no-cost spare Device Resource, if required by the Client.

Where new replacement Device Resources are provided, the Supplier shall modify its asset management record accordingly to amend previously recorded asset information.

2.17 Demo Device Resources

The Supplier shall provide Device Resources and allow Clients to demo and/or test them at the Client's location for up to ninety (90) days at no charge to the Client (including no charge for delivery, installation, removal or return). Demo/testing may include imaging, technical/functional compliance testing, acceptance testing, ease of operation, image validation and suitability for purpose.

The quantity of demo Device Resources shall be mutually agreed upon between the Client and Supplier.

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

2.18 Device Resource Returns

Where a Resource return is related to defect, the Supplier will replace the Resource within thirty (30) days for a brand new Resource. The Client shall return the defective Resource in the original packaging (if possible).

No restocking charges, whatsoever, will be charged to Clients regardless of the reason for return.

2.19 Device Resource Recalls

The Supplier will be responsible for managing OEM Device Resource and or part recalls and informing the Clients and OEM in a timely manner. If a recall occurs, the Supplier shall be responsible for all applicable costs (e.g. return, replacement, delivery).

The Supplier will identify how many Resources are affected at the Client site, and a complete list will be provided by serial number and shipping location to determine where each unit is located. Thereafter, a formal action plan will be established with the Supplier's Customer Service team that works for the Client to ensure the items swapped/replaced/fixed in the quickest possible time with no negative impact to the Client's business.

2.20 Supplier's Service Desk

The Supplier's Service Desk provides the following:

- 24x7 support in 11 languages based in Richmond Hill, Ontario;
- Over 50 active Service Desk Clients;
- 60 full-time Service Desk staff;
- Over 23,000 users supported; and,
- Over 30,000 service tickets created monthly.

2.21 Supplier's Configuration Centre

The Supplier owns/operates a 10,000 square-foot configuration centre in Richmond Hill, Ontario, ISO 9001:2008 compliant, which can configure up to 2,000 systems per day. Capacity of configuration centre:

- Scalable, flexible and customer centric;
- 24 x 7 capabilities on 3 shifts;
- Average of > 230,000 devices handled annually;
- 2000/ day custom configuration capacity in the Supplier's Richmond Hill facility;
- Integration with eMerge or Clients business automation tool for managed deployments; and,
- Real time, online access to every stage.
- The Supplier's Field Service (Technical Services) includes:
- Over 500 field service technicians;
- 38 Supplier-staffed service locations;
- Over 110 parts locations;
- Over 15 000 technical certifications; and,
- Over 600K devices under SLA contracts.

2.22 Supplier's Inventory Management

The Supplier's Inventory Management Plan centers on the Product Inventory Forecast ("PIF") report. The PIF allows the Supplier's account team to manage all status, issues/resolutions related to Clients Resource requirements, and communicates Client forecasts directly to the manufacturer and/or distribution partner. Inspections: The Supplier's Warehouse facility includes security guard coverage during all open hours and closed-circuit cameras throughout.

2.23 Electrical Requirements

Any electrical Resources used on Client premises must be energy efficient and authorized or approved by the Client and in accordance with the Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical equipment/Resources/Device Resources at Client's facilities.

2.24 Other Related EUC Resources

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other Resources (e.g. emerging technology/innovation, interactive displays, point of sale, unlocked cell phones, networking, digital signage) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

3.1 SERVICE Resources

The Supplier shall make available for purchase, pursuant to a statement of work or service description document as mutually agreed upon between the Client and Supplier, Service Resources including but not limited to:

- Planning support, such as:

- Device/Service Resource requirements;
 - Standardization;
 - Delivery schedule;
 - Roll-out; and,
 - End-of-life planning (including decommissioning).
- Asset management, such as:
 - Paper labels affixed to the Device Resource;
 - Radio Frequency Identification ("RFID") or other electronic identification tagging; and,
 - Asset reporting.
- Configuration Service Resources, such as:
 - Custom Basic Input Output System ("BIOS") configuration;
 - Configure Device Resources as requested by Client;
 - Image management (e.g. create, test, seek approval, fix, manage and deploy aligned with Client's policies, and practices for light or full image requirements); and,
 - Operating systems patch management (e.g. application patches and updates).
- Installation Service Resources, such as:
 - Installing Device Resources as specified by Client, at Client's physical location;
 - Redeployment, as required; and,
 - Warehousing, as required.
- Lifecycle management Service Resources, such as:
 - Device Resource end-of-life notifications; and,
 - Recommended replacement Device Resources.

3.2 Image Management Services

The Supplier's configuration capabilities include the following:

- Supplier supports all industry standard image file formats as well as most Client specific image requirements. This also includes advanced technologies such as SCCM and MDT;
- Supplier has invested in a 10,000 square-foot (2000/day custom configuration capacity), ISO 9001:2008 certified Configuration Lab located in the Supplier's Richmond Hill head office dedicated to device staging, configuring, imaging and testing;
- The Supplier will work with OEM Clients to develop testing procedures for images prior to use. The Supplier applies a rigorous testing process to define, develop, customize, deploy, and archive any Client image. This can include customized security and BIOS settings, the installation of peripherals and the installation of Client owned images;
- The Supplier has a segregated networking infrastructure and storage to store, manage and deploy multiple images;
- The Supplier works closely with OEM to receive and test new devices to ensure the most current image is built and tested;
- Client images are stored securely in a segregated dedicated imaging network within the Supplier's guarded and monitored facility. Staff access is strictly regulated through security checkpoints that limit the movement of any inventoried and non-inventoried Resource in and out of the facility. 24-hour monitoring and an onsite security detail is also available;

- The Supplier has the flexibility to image new and existing equipment. The Supplier's capability is to centralize hardware configuration management processes to improve levels of quality control and productivity, and minimizing the amount of time spent in creating and testing new configurations; and,
- Supplier can work OEM to manage its post-delivery imaging requirements including Client site visits, secure VPN connectivity, FTP and file transfer, SharePoint, etc.. On site imaging can also be accommodated by the Supplier's extensive deployment and field services team.

3.3 Configuration Management Services

The Supplier's ISO-certified processes are inclusive of an approximate 3-4 hour system burn-in period while the images are being deployed while addressing any manufacturing issues.

Upon completion, the system will be put through the ISO9001-2008 Quality Assurance Stage where a specialist will check the following:

- Test unit individually as part of a complete Client list of deliverables for custom configuration to ensure consistency
- Verify that the device released for image load is correct by confirming that the manufacturer part number and Supplier part number are the same as on the configuration request
- Verify that the baseline image is copied onto the correct device matching the Gold image (or master drive) SKU identification number
- Verify that all hardware is working correctly with the image and run a burn-in test on the device
- Make note of image specifications (i.e. HDD size, partitions sizes, card placement, BIOS version, & Client instructions.) and fill out a TECH/QA SIGN OFF form with specifications information
- Client will be provided a sign-off letter to verify accuracy and ensure all requirements/specifications are met and to create an auditable record trail

Upon successful completion of the Quality Assurance check, the device will be prepared for shipping including all pertaining documentation.

3.4 Asset Management Services

Supplier's robust asset management solution, eMerge, uses proven technologies designed to efficiently and accurately collect, store, access, poll and report all asset information. Through eMerge's Asset Manager module, information are collected and shared electronically and securely in real time on an asset-by-asset basis.

eMerge Asset Manager automatically collects detailed asset information if the asset has been procured through Supplier, and easily uploads information for any legacy assets that the Supplier's Clients require for their asset management initiative. If Supplier is performing the deployment services, additional detailed asset information are collected at the time of installation electronically by the Supplier's technicians directly into eMerge. All these details are tracked on a per asset basis and can be viewed directly in eMerge. Users can also run reports to enable asset recovery.

Supplier's strict ISO-certified processes and barcode technology ensure accurate and reliable asset tracking and reporting. Supplier will work with OEM and its Clients to create custom asset tags containing various information. The Supplier can also customize device asset tags including a number of options such as peel-able vs. non-peel-able, asset number sequence, bar code scanning and Client support options. As part of the image and staging process, Client Resource can also be asset tagged and in addition this data is automatically loaded into the asset database. Since the data is automatically loaded into the database from Supplier's internal systems the asset tagging data is highly accurate.

3.5 Resource Planning Services

The Supplier Account Management Team will interface with OEM and its Clients on a regular basis and will work proactively to communicate Resource announcements, future technology roadmap information and identify innovative ways to help you achieve increased cost savings. The assigned account executive and technical consultant will act as the main interface to provide support by delivering the following:

- Communicate industry short-term and long-term trends to help with future proof technology requirements and possible impact on implementation, transition, and migration;

- Provide Resource roadmaps and transitions. These roadmaps will be performed on a quarterly basis, and will let OEM and Clients know well in advance of new chipset and technology refreshes that will be occurring as well as end of life dates on the various Resource lines and their successors;
- Assist OEM in identifying Client computing projects, gathering requirements, and identifying new solutions;
- Analyze technical challenges with Resource implementation and facilitate support escalations to expedite resolution;
- Co-ordinate technical evaluations, proof of concepts, and access to early evaluation beta Resources; and,
- Work in conjunction with OEM and its Clients to determine best course of action for transitioning from old to new Resources.

For end of life Resources, Supplier leverages its Green4Good Program, an IT asset re-use initiative. It consists of two complementary components: end-of-life IT Asset Disposition and Charitable Support.

End-of-life IT Asset Disposition: Green4Good is a comprehensive approach to the disposal of decommissioned corporate IT assets such as desktops, notebooks, servers, printers, monitors, etc. that eliminates any negative environmental effects and allows organizations to leverage any residual value in those assets.

Charitable support: Green4Good then turns the net gains from IT asset disposition into support—cash and/or new technology Resources/services—for their chosen charities.

3.6 Deployment Process

Supplier has developed a deployment process which covers all aspects of deployments, from asset delivery and set-up, to its conclusion, at Client signoff. This methodology can be adapted for deployments of any size, duration, or complexity. Supplier goal is to always ensure that deployments are handled and delivered, efficiently, and without disruption to the Supplier's Clients business. To accomplish this, Supplier subscribes to a proven project methodology discipline through the establishment of the Supplier's internal Program Management Office (PMO). As such, one of the key elements of Supplier's deployment process is the creation of a Statement of Work (SoW) for deployment activities. This detailed SoW will be developed to outline all aspects of the deployment (Installation or redeployment activities) as required by the Client. Within the SoW the Supplier's process methodology is tuned to the Client's requirements to ensure quality installation of each unit. Other key elements of the deployment process include (but not limited to):

- Co-ordination of logistics and site access;
- Decommissioning and packaging of old assets;
- Unpackaging and installation on new and redeployed hardware;
- Functional testing;
- Daily communication with Client on deliverables and activities;
- Client sign off and reporting; and,
- Disposal of any packing or shipping materials.

3.7 Additional Service Resources

Additional Client beneficial services include:

- Supplier offers an a la carte menu of leasing solutions, including operating and capital leases for hardware, software, and services. The Supplier's leases are not tied to a specific vendor or Resource line, and the flexibility to mix and match Resources and services means you can get what you want when you need it;
- Supplier's Service Desk is the Client's first point of contact for all of the Client's acquisitions, service request, and support needs. Currently, the Supplier's Service Desk has significant capacity to manage the Resource, Service and support requirements as defined within this Agreement; and,

- BIOS configuration/customization, SCCM server setup at the Supplier's facilities to offer real-time image changes, onsite setup of equipment at school sites, removal of packaging of new boxes, white glove service enrollment for chrome, and application deployment for tablet devices at no additional cost.

3.8 Other Related Service Resources

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other related Service Resources (e.g. emerging solutions, mobile Device management systems, network efficiencies, security consulting) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

4.0 Order Management

The Supplier shall support a variety of ordering methods, including but not limited to:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic commerce;
- Electronic Data Interchange ("EDI");
- Email;
- Fax;
- Phone; and,
- Supplier's online ordering website/portal.

4.1 Special Order Requirements

Supplier is able to effectively support, warehouse and manage large Client orders. The first step in managing Client needs is to build a reliable Resource forecast. Supplier will work with OEM and its Clients to develop a rolling Resource forecast utilizing the Supplier's PIF Process. The PIF clearly communicates Client forecasts directly to a manufacturer and/or distribution partner and includes information such as:

- Product Standards with EOL dates and replacements;
- Product forecast (typically 30-60-90 day requirements or schedule based on project objectives);
- Product run-rate; and,
- Inventory on order with ETA.

4.2 Online Ordering

The Supplier offers a secure and reliable in-house managed platform called 'eMerge'. This platform provides capabilities for Clients to access their technology standards, quote, order, track and report on their technology acquisitions.

eMerge supports role-based security and is accessed by secure login ID and password.

All order-related activities may be conducted via self-serve, including obtaining real-time order status and proof of delivery. User-configurable reporting provides access to key information.

eMerge's workflow engine is customizable and manages approvals based on order dollar value, type of user submitting, or technology being requested. Supplier supports Client-specific ordering solutions by offering full integration services.

eMerge provides simple catalogue uploads, punch-outs or a fully integrated end-to-end relationship. Integration project work-plans follow standard project methodologies including conception and initiation, planning, execution, performance/monitoring, and project close. A typical integration project timeline is six (6) weeks in duration. A dedicated Supplier team will work collaboratively with OEM to achieve a high-level work plan including agreed-to scope, quality and time objectives.

The Supplier's eMerge features include:

- Personalized pricing;

- Integration to SciQuest, Ariba, SAP, PeopleSoft, Oracle, etc. Integrations can utilize a .cif catalogue format, EDI, cXML or Catalogue Punchouts;
- Standards and bundling capability;
- Technology specifications, images and comparisons;
- Quoting and requests;
- End to end Workflow;
- Real time availability and order tracking;
- Proof of delivery;
- Role-based security and privileges;
- Generic user access and procurement from Client intranet;
- Catalogue punch-out;
- Full B2B integration including invoice processing; and,
- Adherence to PMI standards in the conduct of all technical projects.

All data created and/or stored in eMerge can be exported electronically in the most common formats.

All Rates, under this Agreement, will be published via the Supplier's eMerge online web portal. Any change to the Rates must be reviewed and agreed upon by Supplier and OEM before it is published on the Supplier's website.

Supplier ensures OEM and Clients can audit its pricing by doing the following:

- Clients can generate historical procurement reports at any given time;
- Clients' end user PO's can be provided; and,
- Spend reports sent to OEM quarterly.

Supplier and OEM's commitment to OEM and its Clients are to keep pricing as competitive as possible for the duration of this agreement.

The Supplier shall provide a secure user-friendly online ordering (e.g. website/portal) technology, available via fixed and mobile platforms (e.g. computer Devices, smart phones) that will:

- Allow generic or individual user login ID and password;
- Provide a customizable landing page for each Client;
- Contain Resources specifically for each Client (e.g. unapproved Resources shall be blocked from access as requested);
- Feature search function to allow easy lookup (e.g. by description, specifications, manufacturer or Device Resource part number);
- Include Agreement warranty options and Rates;
- Contain real time inventory information;
- Provide Agreement Rates for Resources;
- Provide acknowledgement, expected delivery date and status (e.g. any back orders/constraints);
- Include Supplier entered orders, on Client's behalf (e.g. against custom quotes);
- Provide support and technical information, including links to print drivers and updates;
- Provide access to reference manuals;
- Provide training material (e.g. videos) and documentation;
- Allow Clients to easily track their orders; and,

- Provide information related to website maintenance and other situations where orders will be impacted.

4.3 Resource Shortages

Supplier understands that OEM and its Clients need a comprehensive alert/escalation communication process and plan to ensure that any issues are resolved in a timely manner. The Supplier has a comprehensive alert/escalation communication process and plan in place to provide immediate notification to the Service Deliver Manager of significant Service Level problems including installations delays, deliveries delays and break/fix incidents. An escalation can be either internal, to a resource such as a Service Delivery Manager, Technical Support Manager or external to OEM's designated resource.

The level of internal communication and escalation is automated through the Supplier's JDE tool and is tied to the Supplier's Proactive Notification and Escalation levels, and SLAs. The JDE system proactively monitors the status of each outstanding Service Request and Product Order and is leveraged as an escalation medium for ensuring that proper resources are engaged in a timely manner as service levels approach a breach. Supplier also uses a variety of specialized service delivery tools to enable us to receive, dispatch, monitor, and measure service delivery quality for all incidents such as the Supplier's Email Request Queue Management tool in which inbound requests received via e-mail are closely monitored using a leading email queue management tool – Emailtopia. This tool uses group rather than individual contact emails, assists the Supplier's team in ensuring a consistent level of support, seamless sharing of actions amongst team members and easy reference and traceability of requests all of which help ensure OEM and its Clients are receiving timely responses. For industry wide parts shortages, OEM will proactively notify its Clients and partners through formal communications. For Resource recalls OEM's corrective action program will include mass public notification, rapid Resource replacement, extraction, and disposal of the recalled Resource on a global basis.

5.0 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange ("EDI"), the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

For example, some universities currently use SciQuest or are in different stages of implementing it; the Supplier will provide necessary support and meet the following requirements at a minimum to ensure smooth implementation:

Have access to internet;

Complete SciQuest supplier registration documentation;

Have an email address to receive SciQuest communications (e.g. complete registration, receive email notifications); and,

Have available resources to manually submit invoices via the SciQuest provided portal.

6.0 No Minimum Order

There is no minimum order value or quantity requirement for OEM Clients using the resulting Agreement.

7.0 Substitutions

In the event that a Device Resource is not available to fulfil the Client's order, the Supplier shall only substitute Device Resources upon approval from Client's designated personnel with those of equal or better functionality.

8.0 Delivery

Clients require various types of delivery from end user to central delivery locations. Clients may have more than one (1) delivery location within one (1) delivery address.

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, depot warranty) will **not** be accepted or paid.

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

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

8.1 Delivery Outside Normal Business Hours

Supplier is able to deliver Resources outside of normal business hours, at no additional cost to the Client, to accommodate Clients' unique requirements. Supplier's capabilities in handling after hours requests are the same as regular business hours. The Supplier also offers white-glove services for unique requirements. Flexible work schedules are in place to accommodate the Supplier's Clients who require support outside of normal business hours. Extended coverage (7x24) is available in the Supplier's major service centers. All after-hours support requests are managed through Supplier's National Client Service Call Centre (NCSCC) located in the Supplier's head office facility in Richmond Hill, ON. The Supplier's NCSCC is available 24 hour per day, 365 days per year. All requests are logged into the Supplier's Service Call Management (SCM) system and a Technical Action Request (TAR) number is assigned to the call.

The Supplier has provided such services to many organizations within Canada and maintains an appropriately staffed call structure to accommodate normal service levels.

8.2 Lead-Time

The maximum lead-time for Device Resource delivery is fifteen (15) Business Days from the date of order to Client's specified location.

9.0 Invoicing

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Client after Resources have been provided at Client's designated location.

Flexibility in invoicing processes is required. The invoices, in either paper or electronic format, as detailed in the Client's CSA shall be itemized and contain, at a minimum, the following information:

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Order date;
- Detailed description, quantity and Rate of Resources invoiced;
- Type of Device Resource (e.g. fixed, mobile, accessory, peripheral, other Device Resources or Service Resource), if applicable;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

9.1 Payment Terms and Methods

Flexibility in payment processes is required. The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/10 early payment discount for Clients).

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

The Supplier shall accept payment from Clients by cheque, P-Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no additional cost to the Client.

9.2 Electronic Fund Transfer

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;

- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

9.3 Financial Incentives to Clients

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.
- In consultation with OEM, the Client may negotiate specific details related to one (1) or more financial incentives.
- The financial incentives the Supplier and Client agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required.

10.0 Customer Support to Clients

The OEM is committed to delivering a best in class customer experience including but not limited to:

- Customer Communication Plan;
- Business Continuity;
- Sales Support and Sales Operations;
- Online ordering;
- Product planning and procurement;
- Product configuration;
- Product lifecycle management;
- Deployment / Installation services;
- Service delivery and spare parts;
- Configuration Services;
- Recycle; and,
- Resource Planning.

Supplier's comprehensive support model/plan includes a dedicated account team of over 30 sales resources that is already familiar with the Clients' vertical and industry, as reflected below:

- Account Management Team: With extensive sales experience in IT industry in the public sector, the Supplier's account team has a thorough understanding of OEM Clients unique business challenges and objectives while aligning complex solutions to resolve Client issues;
- Internal Sales and Support Staff: Supplier understands the need and expectation of OEM Clients for excellent, reliable and on-time customer service. Through the Supplier Sales Centre, OEM Clients has access to a unified support team of highly trained and certified Inside Sales Experts;
- Inside Sales Team Lead: is responsible for supervising Supplier's Inside Sales team comprised of over 15 Inside Sales resources and reports directly to the Supplier's VP, Sales;
- Technical Service Delivery Manager: Ensures excellence in service delivery;

- Contract Manager: Ensuring contract delivery is met and exceeded; and,
- Accounts Receivables: Support for payment and invoicing issues.

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- An entire sales force well versed in the details of the resulting Agreement;
- Technical support seven (7) days a week, twenty-four (24) hours per day;
- Easy access to the Supplier (e.g. by online, chat, toll free telephone number, email, voicemail, and fax);
- Responding to Client's inquiries (e.g. to day-to-day activities, purchasing portal queries, hardware refreshes/Device Resource changes) within one (1) Business Day;
- A designated single point-of-contact for:
 - Returns, or defective Device Resources and warranty support;
 - Invoice issues and or resolution; and,
 - Technical assistance
- Promote the use of technology innovation to facilitate excellent Client experience;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend meetings with Clients, as requested;
- Provide reports and or access to online reports, upon request;
- Support co-ordinated bulk purchases - OEM and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time at any time during the Term of the Agreement. If this occurs, OEM or the Client may negotiate a lower Rate with the Supplier for bulk purchases. OEM or the Client will ensure reasonable lead-times for bulk purchases are requested; and,
- Manage Device Resource model changes - the Supplier shall ensure that in the event a proposed Device Resource or a Device Resource part becomes unavailable and a replacement is proposed, OEM and the Client will be provided with the reason why, and the replacement Device Resource or part shall have as a minimum, equal or greater functional capabilities/specifications and EPEAT rating, than those of the retiring Device Resource or part.

10.1 AODA Support for Clients

Supplier is committed to meeting the diverse needs of people with disabilities. Supplier strives at all times to provide its Resources and services in a way that respects the dignity and independence of people with disabilities and does so by removing barriers to accessibility wherever possible.

In conjunction with OEM and its Clients, the Supplier will:

- Assign resources to support OEM and its Clients and provide consultation on equipment with respect to Client-specific accessibility requirements under the AODA and in managing the order process from inception through to delivery Clients specified location and Client acceptance/sign-off for all equipment, including recommended accessibility features and functions;
- Provide technical resources with extensive levels of expertise and experience in AODA.; and,
- Assign resources who have been properly trained and coached on the standards of accessibility (such as AODA Integrated Standards training and AODA Mandatory training).

The OEM complies with the standards and regulations under AODA. The OEM has a long-standing commitment to providing accessible Resources and services to meet the needs of people with disabilities or age-related limitations. The OEM supports the Supplier's Clients in the following ways:

- Information on the Supplier's website about assistive technology included in OEM Resources and about assistive technology companies;

- Additional Support Agents that provide dedicated support for persons with disabilities M-F, 6am-9pm Mountain Time; and,
- 24x7 web access to OEM's Resource accessibility conformance reports.

10.2 Continuous Improvement

Supplier leverages its ISO 9001, ITIL methodology and Client satisfaction feedback to ensure that processes continue to be relevant, reflect best practice, and that continuous improvement is a focal point for the Supplier's Clients.

Supplier empowers staff at all levels to identify opportunities for improvement through various means, including; process non-compliance, quality assurance checks points, supplier issues, off-target key indicator (KI), Client complaint, etc. Any issues or improvements identified are managed through Supplier's formal Process Improvement Tool by following its Non-conformance (NCR), Corrective (CAR) and Preventative (PAR) Action Processes. Once an opportunity is identified, an NCR, CAR or PAR is logged and an owner and a team are assigned to:

- Conduct an investigation through reporting, analysis and a collaboration of resources to determine the root cause;
- Determine actions and assignees to implement required changes;
- Provide an end-to-end solution allowing us to identify and report a failure from anywhere within the Supplier's organization;
- Monitor to ensure resolution has successfully resolved the issue;

The Process Improvement Tool provides key functionalities:

- SharePoint application used to create individual records;
- Tracks recommendation and action plan;
- Alerts systematically and tracks the entire action management process;
- Shows evidence for completion; and,
- Trending and Analysis.

10.2 Technical Support Tools

Following is a description of OEM technical support tools available to Clients, at no additional cost:

- OEM Support Center: a one-stop online support portal that provides a consolidated view of technical support resources available to Clients and includes links to OEM community forums, warranty checks, support bulletins, manuals and online case management;
- Product Change Notification: Clients can register for this free notification service in order to receive email alerts regarding new or modified device drivers, software patches, BIOS & hardware changes/issues;
- OEM SoftPaq Download Manager: provides an easy-to-use powerful way to automatically download OEM software updates or create custom driver (.cab) packs for all OEM hardware within OEM Client environments;
- OEM Image Assistant: free tool that provides assistance to IT System Administrators by diagnosing the image and identifying problems by comparing against a reference image (OEM or custom) and recommending solutions - missing driver, driver updates, BIOS updates;
- OEM BIOS Configuration Utility: a free command line utility which provides the ability to manage BIOS settings on OEM supported desktop, workstation and notebook computers;
- OEM System Software Manager: a utility that simplifies and automates the mass deployment of BIOS images, device drivers, BIOS settings. In addition to being stand-alone, SSM can also easily integrate with login scripts or other deployment systems (such as Microsoft SMS or SCCM) to simultaneously and remotely update multiple Client PCs;

- OEM Services Media Library: features videos, animations, audio, and downloadable instructions on how to locate and switch out field-replaceable units on OEM hardware Resources;
- OEM QuickSpecs: on-line central resource that provides technical specifications for OEM hardware and software; and,
- OEM Product Bulletin: is a convenient downloadable application that allows offline access to all of the QuickSpecs and will synchronize its database.

10.3 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform semi-annual (at minimum) customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

Supplier ensures quality control through the use of independent organizations to survey, measure and report customer satisfaction. Transactional Surveys are handled through Service 800, an independent survey provider. This program consists of standard questions rated on a scale from 1 through 5, allowing the Client to provide additional comments and feedback. This program encompasses telephone surveys conducted randomly until we are assured a 90 +/- 5% confidence. Additionally we handle negative results of feedback through a Hot Sheet process, ensuring the service manager is notified and a review is conducted. All Hot Sheets are entered in Supplier's Process Improvement Tool where a corrective action (CAR) is logged.

The survey should be focused on, but not limited to:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (i.e. is the Supplier meeting Service Level Agreement).

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OEMCM upon completion.

10.4 Net Promoter Score

Relationship surveys are handled through an independent survey program, Net Promoter Score ("NPS"). This program consists of standard questions rated on a scale from 1 through 10, allowing the Client to provide additional comments and suggestions. Supplier has used this program to target Clients during critical change points within Supplier.

10.5 Staff and Student Purchase Program

The Supplier has a formal employee purchase plan available to OEMCM and its Clients. Students, faculty, employees and their families can procure Resources via Supplier's eMerge online web portal. eMerge is a customizable web portal with secure login and password to allow for credit card transactions for any items which a Client would like their users to be able to buy at discounted pricing. Supplier will work with OEMCM and its Clients to build a customized catalog of Resources to be available for purchase. As an example, all OEM desktop and laptop standards can be procured for personal use.

10.6 Client Reporting

The Supplier shall be responsible for providing various monthly reports to Clients. Flexibility in reporting processes is required (e.g. available through the Supplier's portal or pushed out to Clients if requested).

Supplier understands OEMCM's need for accurate reporting capabilities, with Client accessible features for downloadable electronic formats (i.e. Excel) via Web access to Clients in real time and extracting, adding, modifying and updating data and in various electronic file formats (e.g. Excel, CSV) and the number of

empty fields a Client can designate and upload, if necessary. The Supplier provides the following reporting capabilities:

Electronic Reporting: Supplier's eMerge tool has extensive reporting capabilities built into the underlying architecture. eMerge is easily accessed via the Web and allows you to generate various reports, in real time, to suit Client's needs.

Performance Management through Reporting: Supplier's business intelligence tools are very flexible with respect to what data can be pulled and presented in order to measure personnel performance. A brief description of each report is provided below.

- **Account Management Scorecard:** This management scorecard provides a comprehensive overview of all of the services provided by Supplier in a simple, one page table displaying current and past results across all focus areas; and
- **Performance Dashboard Service Level Reports:** Supplier has Dashboard reporting capabilities that will provide the Client with structured data in a meaningful way; with the ability to summarize data and drill down to very specific data that makes up the summary.

Standard reports include:

- Service level reports;
- Three (3) month dashboard;
- SLA summary report;
- Missed SLA report;
- Continuous improvement report; and,
- Customer satisfaction report.

Supplier will work with the Client to align the Supplier's reporting capabilities to provide the Client and OEM with a balanced view of the Supplier's Service Quality, Price/Performance and Relationship Maturity. This is critical to sustaining a relationship based on trust, openness and transparency—the foundation for a successful long-term engagement.

The purchase activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Delivery address;
- Invoice date and number;
- Client's purchase order number and date, if applicable;
- Detailed resource description including serial numbers;
- OEM's public part number;
- Supplier's part number;
- Order quantity;
- Unit price;
- Unit of measure;
- Subtotal, HST and total;
- Quick Quote and/or further discounted prices;
- Performance matrices (e.g. number of back-orders, on-time, late deliveries);
- Issues and resolutions (e.g. those encountered, resolved, timing); and,
- Cost reduction ideas.

The service activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Client's address where Service Resource occurred;
- Date of Service Resource (both start and complete dates);
- Model and serial number of Device Resource services;
- Name of technician;
- Time taken to complete Service Resource;
- Description (what was the end user's complaint);
- Cause of problem;
- Solution of problem;
- What measures were taken to ensure the same problem doesn't re-occur;
- Test results, if any; and,
- Proof that the SLA is being met.

Clients may require other reporting, such as those set out below. The details of other Clients reporting requirements would be set out in the CSA.

- Advance/pre-delivery asset reporting;
- Asset management reporting;
- Discontinued Device Resources along with reason for discontinuation;
- Delivery reporting; and,
- Standard warranty registration confirmation.

11.0 Agreement Management Support to OEM

Supplier shall provide a comprehensive agreement management plan comprised of the following details:

The Supplier will perform the following management activities:

- Meet with OEM for agreement launch and review proposed Resources and services;
- Assignment of Contract Manager to handle any contract amendments, price refresh and performance measures;
- Establish fixed price list for all OEM members, and release to OEM web portal;
- Prepare Client Supplier Agreement for Clients to begin to procure;
- Connect Clients with dedicated Supplier Account team to manage and service account;
- Provide monthly/quarterly reports to OEM on total spend with full details;
- Conduct quarterly on-site business reviews and Resource roadmap sessions;
- Provide Resource replacement recommendations as per RFP terms; and,
- Report on top seller items, turnaround time, and measure Client satisfaction.

OEM will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Assigning an OEM account executive responsible for overseeing all aspects of the delivery and support of the Master Agreement and ensure that the Inside Sales team comprised of over 16 Inside Sales will work with OEM to provide support for order fulfillment and SLA attainment;
- The Supplier will conduct extensive training to ensure the entire sales force is well-versed in the details of the Master Agreement;

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- The Supplier will work with OECM to determine the best set of reports for monitoring and tracking Supplier's performance against the established service level agreement. Supplier performs the majority of the Supplier's activities in house and not via sub-contractors. In the event a sub-contractor needs to be utilized, the service call will remain owned by Supplier and included in the Supplier's reporting with the Supplier's mutual Client;

Attending, at a minimum, quarterly business review meetings with OECM, and if necessary, act upon:

- The previous quarter's SLAs;
- CSAs and upcoming opportunities will be identified to OECM (active and those pending);
- Deliverables and potentially other related Device and Service Resources to support Client's business requirements;
- Issues and opportunities for improvement;
- Device Resource lifecycle management;
- Industry trends, new technology/innovation;
- Service Resource improvement plans;
- Service delivery processes;
- Operational activities;
- Status of outstanding problems/complaints;
- Monitor performance management compliance;
- Quick Quotes requested and issued;
- Savings achieved;
- Client issued customer satisfaction survey results;
- Potential enhancements to Key Performance Indicators ("KPIs") and SLAs;
- Inventory management/audits/upcoming issues.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings, customer satisfaction results and CSA status; and,
- Timely submission of reports showing invoiced Resources, the applicable Cost Recovery Fee ("CRF"), and other ad hoc reports as required.

11.1 Agreement Promotion

The Supplier shall promote the Agreement as set out below within the Client community by:

- Identifying and marketing the resulting Agreement as a vehicle for the acquisition of end user computing Resources without the Client having to perform an individual tender for similar Resources (e.g. advising Clients about the fair, open, transparent and compliant process OECM carried out aligned with the BPS Procurement Directive);
- Executing CSAs with interested Clients; and,
- Providing excellent customer and technical support.

11.2 Performance Management

During the quarterly business review, OEM will review the Key Performance Indicators ("KPIs") and SLAs with the Supplier. The KPIs may include, but are not limited to the following:

| Supplier's Performance Management Scorecard | | | |
|--|---|---|---|
| Service Quality KPIs | Indicator | Service Level | Measurement |
| Service resolution | Percentage of service requests resolved within agreement standard | Next Business Day onsite service | 98% of total service requests |
| Resource end-of-Life notification | Advance notice provided to Clients prior to Resource becoming unavailable | No less than 90 calendar days prior to end of availability | 98% of the time |
| Mean-time-to-repair ("MTTR") | Time from service request to repair | Within 3 Business Days | 98% of the time measured – calendar monthly |
| Service calls | Total number of service calls | Percentage of service calls of delivered Device Resources per month | 98% resolution rate |
| Order delivery – rush | Delivery of order to Client location following receipt of order | 5 Business Days (rush) | 98% of the time measured – calendar monthly |
| Cycle time from order to delivery – regular order | Delivery of order to Client location following receipt of order | 15 Business Days | 98% of the time measured – calendar monthly |
| Standard Warranty repair | Repaired and functioning | 3 Business Days | 98% of the time |
| DOA – faulty Device Resources | Number of DOAs versus total delivery | Per month | Less than 1% |
| Resource returns and the reason for the return | Provide return material authorization ("RMA") | Within 2 Business Days | 98% of the time |
| Client ratings of service – Client satisfaction | High level of satisfaction | Semi-annual survey | 98% satisfaction level |
| Number of Client complaints – issues | | Semi-annual | Less than 2% of total Client requests |
| Meeting Supplier's growth Plan | Number of Clients and Client spend | Quarterly | Report, and review quarterly. |

During the first one-hundred and eighty (180) days of the Agreement, the Supplier shall collect and report agreed upon KPIs to OEM for review of KPIs or SLAs compliance. After this period, the Supplier shall collect and report the agreed upon KPIs on a quarterly basis to OEM and they will be used to measure the Supplier's performance and, if necessary penalties, throughout the Term of the Agreement.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements.

In the event SLAs and KPIs are not met, an action plan will be implemented to address the issue. Complete reporting and analysis of where the non-compliance occurred will be provided to OECM. OECM will be notified and advised of any changes made by Supplier to rectify the issue.

Within the framework of Supplier's 9001-2008 quality certification to ISO Standards, service delivery anomalies are addressed in a number of different ways. These include Non-conformance Requests ("NCR"), Corrective Action Requests ("CAR"), Preventive Action Requests ("PAR") and Root Cause Analysis ("RCA"). All requests are processed through a defined and managed protocol for approval and action. This process drives Continuous Improvement resulting in a better customer experience. NCRs, CARs and PARs are logged and maintained in Supplier's internal SharePoint tool. The process and tool facilitate in identifying the root cause of an issue, assigning ownership of the problem, providing short term and long term recommendations, determining impacts and return on investments. Additionally, the tool enables Supplier to record and track targeted timelines and status updates. Finally, it allows the necessary monitoring to ensure resolution is achieved without further recurrence.

Client may, when executing a CSA, seek other KPIs and SLAs.

11.3 Reporting to OECM

The Supplier shall be responsible for providing monthly sales report to OECM. The reports shall be itemized and contain, at a minimum, the following information:

- Client's organization name;
- Client's sector (e.g. college, school board, university, BPS);
- Invoice date and number;
- Client's purchase order number, if applicable;
- Detailed Resource description and type (e.g. fixed, mobile, accessory, peripheral, other);
- OEM's part number;
- Supplier's part number;
- Unit of measure;
- Gross and net Rates (i.e. after percentage discount has been applied);
- Number of Quick Quotes issued/responded to;
- Savings;
- Resource quantity sold;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee (i.e. subtotal and HST);
- Financial incentives provided to Clients (if applicable);
- Environmental performance activities;
- CSA status;
- Resource forecasts;
- The number of on-time and late deliveries;
- Issues encountered and resolution resolving issue;
- Proposed improvements to service provision; and,
- Cost reduction ideas.

The Supplier shall be responsible for any other ad hoc reports reasonably requested by OECM.

11.4 Forecast Reporting to OEM

The Supplier will work with OEM and its Clients to develop a rolling Resource forecast utilizing the Supplier's Product Inventory Forecast ("PIF") Process. The PIF Process centers on communication, allowing the Supplier's account team to manage all status, issues, and resolutions related to a Client's Resource requirements. The PIF clearly communicates Client forecasts directly to a manufacturer and/or distribution partners and includes information such as: Product Standards with EOL dates and replacements (if available), Product forecast, Product run-rate (if available), Inventory available on hand at Supplier (or at a manufacturer/distributor if applicable), Inventory on order with ETA. The PIF Process ensures any changes in technologies, issues with Resource constraints, and business requirements are proactively addressed.

12.0 Environmental Considerations

Clients and OEM promote environmentally responsible practices to minimize environmental impact as it relates to the Resources in this Master Agreement.

The Supplier shall report quarterly on its environmental performance during the Term of the Agreement including, but is not limited to, the following:

- Environmental activities the Supplier participates in (e.g. fair trade practices, recycled content);
- Tracking and reporting the Supplier's environmental improvement over time by providing information on carbon footprint reduction, EPEAT certification and energy consumption;
- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Quality assurance program certificates the Supplier possesses (e.g. ISO 14001, ISO 9001:2208 Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs.

13.0 Environmental Support to Clients

Supplier has aligned its environmental procedures to reflect the goals of OEM.

- As part of the Supplier's overall environmental policy, the Supplier's packaging process makes every effort to reduce the waste and cost associated with Resource packaging and shipping;
- Significant time and effort has gone in to developing binding and packing techniques which primarily make use of light-weight, recyclable materials without diminishing Resource security or safety in transit;
- Supplier uses high-quality, recyclable inflatable packaging instead of traditional peanut, foam and paper packing materials. Since the material inflates at the Supplier warehouse, it takes a fraction of the truck space required to ship conventional packaging materials to the Supplier's location reducing the carbon footprint for delivery;
- Supplier provides removal of packing materials and associated trash to the Supplier's Clients as part of its installation services, ensuring environmentally friendly disposal in an environmentally friendly manner;

OEM manufactures EPEAT qualified Resources that require less energy/resources to make & use and can easily be reused/recycled. Products account for most carbon & water footprints so the Supplier's improved design and packaging is the most effective way to reduce the Supplier's environmental impact:

- OEM educates employees on sustainability;
- The Supplier's formal Eco Advocates program enables employees to educate & assist Clients in reducing energy consumption;
- OEM has a formal sustainability program for partners, financially incenting their employees to take the training so they can also help joint Clients in reducing energy consumption and waste;

- OEM funds WWF Living Planet@work. This program provides FREE tools & resources to over 1300 companies helping them take action;
- OEM Smart Office Challenge) engages employees & enables anyone in any organization to green their IT; and,
- OEM Planet Partners program offers Clients 5 options for responsible recycling in Canada & incorporates the award winning closed loop recycling.

14.0 OEM Sustainability Approach

Sustainability is a powerful force for innovation. To help reduce Clients equipment going into landfills, Supplier leverages its award-winning Green4Good Program, an IT asset re-use initiative. It consists of two complementary components: end-of-life IT Asset Disposition and Charitable Support. Green4Good is a comprehensive approach to the disposal of decommissioned corporate IT assets such as desktops, notebooks, servers, printers, monitors, etc.—that eliminates any negative environmental effects and allows organizations to leverage any residual value in those assets. Green4Good then turns the net gains from IT asset disposition into support—cash and/or new technology Resources/services—for their chosen charities.

OEM's approach covers the broad range of sustainability issues across three pillars:

- Environment—OEM is reinventing how Resources are designed, manufactured, used & recovered as we shift the Supplier's business model & operations toward a materials & energy-efficient circular economy. Working with the Supplier's supply chain partners, OEM are reducing the environmental impact of the Supplier's Resources at every stage of the value chain. Through industry-leading return & recycling programs, OEM aims to keep Resources & materials in circulation for as long as possible, while continuing to drive further closed loop innovations;
- Society—Throughout the Supplier's supply chain, the Supplier empower workers & ensure protections for the people who make the Supplier's Resources. The Supplier work with business & non-profit partners to use the Supplier's technology, capital & resources to help develop strong, resilient communities & transform vital sectors like education & healthcare; and,
- Integrity—OEM is committed to always acting with integrity, fairness & accountability, which are fundamental to an inclusive society & a thriving business. The Supplier is uncompromising in the Supplier's expectations of ethical behavior by the Supplier's employees, partners & suppliers. The Supplier has structures, programs, & processes to safeguard human rights across the Supplier's value chain.

15.0 Disaster Recovery

The Supplier shall possess and provide to OEM and/or Clients 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 Resource availability critical to Clients.

16.0 Supplier's Business Continuity

Supplier has developed a Business Continuity Plan (BCP) designed to ensure operations continuity after an adverse event which severely disrupts normal business operations. This includes provision for an alternate facility with equivalent capabilities. This plan recognizes that business operations can be interrupted by any number of events and that the prudent course is to establish the capability to continue delivery of Resources/services to Clients in a standardized way without significant compromise in services. The core of the BCP is the BCP Manual, which documents recovery team details, thresholds for activating all or parts of the plan, and systematic procedures for ensuring the recovery of critical business operations including the Supplier's supply chain.

OEM maintains a global Continuity of Operations program that takes a holistic, company-wide approach for end-to-end continuity through a set of collaborative, standardized, and internally documented planning processes. OEM leverages a strong network of certified continuity and disaster recovery personnel tasked with ensuring the company is ready to respond to virtually any major disaster. Robust continuity plans have been developed for OEM internal IT operations around the world. These plans analyze and prioritize business functions from an organizational, manufacturing, supply chain and IT perspective. These plans are tested formally during OEM quality reviews which are scheduled based on the relative impact of possible business interruptions. Plans for critical risks and dependencies are tested yearly or whenever significant changes to the business environment occur such as changes to key personnel, processes, operating systems, etc. OEM

has proactively prepared itself for many imaginable regional or local disaster scenarios and will continue to do so in the future.

Supplier and OEM will ensure that OEM's Clients will receive priority allocation in the event that Resources would be put on allocation status. Supplier/OEM will proactively alert OEM's Clients to any upcoming Resource shortages/allocation as soon as possible, allowing OEM's Clients to make appropriate preparations and business decisions based on the situation. Supplier holds a premier Platinum reseller status with OEM along with strategic partnerships with national distributors allowing the Supplier to provide the Supplier's Clients with supply chain options with OEM while using the most efficient methods for supply chain management. As a result, this gives us the ability to provide the Supplier's Clients with additional options to mitigate risks. The Supplier's ultimate goal is to minimize availability issues. In addition to forecasting, the strategy to ensure reliable availability of components includes:

- Ability to inventory device resources at the Supplier's Richmond Hill warehouse, in the event of an anticipated constraint;
- Execution of long-term strategic supply agreements with key suppliers including guaranteed supply or supply percentage in times of allocation;
- Multiple sourcing from more than one geographical location for the majority of components; and,
- Use of standard components in designs whenever possible.

To ensure reliable availability, OEM may use many component and material-level suppliers to provide Resource considered identical in quality and functionality so that it can be warranted for inclusion in OEM Resource. In the event of Resource/component shortages, OEM's fulfillment model gives extended visibility into the component supply chain allowing OEM to project shortages against Client forecasts, negotiate with alternative suppliers, and avoid shortages whenever possible. In the rare event that OEM experiences Resource constraints, OEM will offer Resource substitutions for readily available Resource that will meet or exceed OEM's Client requirements.

17.0 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are onsite as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

18.0 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Device Resources. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall 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 Agreement, neither acceptance of the Proposal nor execution of the Agreement by OEM shall be considered an approval by OEM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

19.0 Documentation

The Supplier shall maintain all necessary records related to the provision of the Resources for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

20.0 Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. Once OEM receives the Clients' approval, the Supplier shall provide OEM with Clients' historical spend (e.g. baseline information) prior to the effective date of Agreement if applicable.

21.0 Client Centered Benefits

The Supplier shall provide the other Client benefits, including but not limited to:

- Quarterly Newsletter:
 - Introduce new products, upcoming events, technology trends in education
- Professional Development:
 - One (1) full day of training for customers with a single order of 100 units annually of HP Windows devices or more
 - Topics include but not limited to
 - Increasing instructional time –decreasing administrative tasks;
 - Online/Blended Learning;
 - Real time Feedback for Students;
 - Transforming to a Paperless classroom;
 - Teachers Day made easier with OneNote;
 - Windows 10 in Education;
 - Lesson Design with OneNote;
 - Empowering Students with Workforce Ready Skills;
 - Enhancing Assessment in a 21st century classroom;
 - Personalized learning with OneNote;
 - Cultivate Collaboration with Staff Notebook;
 - O365 for collaboration and communication; and
 - Minecraft Education Edition.
- Customer Technology Tour:
 - Exclusive annual technology briefing customers
 - HPI Palo Alto Center of Excellence: 2 day full agenda with presentations, lab tours and customer feedback sessions
 - Cost of flight, hotel, transportation and meals will be covered by HP & Compugen
 - 1 tour per calendar year – Compugen to selected 10 customers who is using the agreement
 - Additional exposure to HP products and further understanding of OEM and Compugen can benefit your organization
- Early Evaluation Program:
 - Exclusive access to new technology
 - Available to OEM customer only
- Technology Proof of Concept (POC) Program:
 - Compugen/HPI/Microsoft to deliver 2 Windows 10 POC program in first year of agreement launch
 - Aligned to teaching and learning objectives and curriculum
- HPI Learning Studios:
 - Any school wanting to purchase a Learning Studio can purchase via OEM for the first year of agreement launch.

APPENDIX B – RATES

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

Rates are firm maximum Rates until October 31, 2018.

The Supplier may request a Rates refresh of the Supplier's Published Canadian Web Price List (i.e. Rates) for device Resources and/or the maximum net Rates for Service Resources twice per year after October 2017. Refreshed Rates shall be updated in April and October annually, if agreed upon by OEM, and shall remain firm until the next Rates refresh period.

For certainty, the Supplier's Published Canadian Web Price List Rates for device Resources shall not increase (e.g. on the Supplier's online ordering technology or when a Client places an order by any means) during any pre-defined six (6) month period for the Term of the Agreement.

The Supplier shall provide a written notice to OEM at least sixty (60) days prior to the first of April and October, if requesting a Rates refresh.

Any Rate refresh request from a Supplier must be supported by the OEM (if the Supplier is not the OEM) and accompanied by appropriate documentation (i.e. OEM's letter of increases, detailed calculations, individual Client impact analysis), and the expected Rate refresh (i.e. the Supplier's Published Canadian Web Price List Rates for device Resources and/or the net maximum Rates for service Resources) to support any Rate adjustment.

OEM will not consider any fixed costs or overhead adjustments in its review. As part of any review, OEM will consider Rate adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, or ordinances. OEM may also incorporate a third party index (e.g. Consumer Price Index) in its Rates review.

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

- 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 as of August 2016 is one-point-two-nine-eight-two-seven-five-four-nine (1.29827549);
- 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;
- The applicable six (6) month average USD-to-CAD exchange rate used shall 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 supporting evidence that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volume and Agreement management performance (i.e. key performance indicators, service level agreements, quality, Resource provision, response time, and reporting) will be considered by OEM when contemplating a Rate refresh.

Clients require a thirty (30) days prior notice on any Rate change. If for any reason, the Supplier and OEM cannot agree on the new Rates within the specified timeframe, the Rates shall not be adjusted until the next opportunity (i.e. the following April or October) at OEM's sole and absolute discretion.

If price increases are agreed upon between OEM and the Supplier, the new Rates would only be applicable to Resources ordered after the amendment effective date of the agreed upon Rate change.

If, however, a pricing refresh is not requested, the Rates from the previous (six (6) month) period shall remain in effect for the next period (e.g. the following six (6) months).

Agreement will be amended accordingly.

If a proposed Rate increase cannot be mutually agreed upon between OEM and the Supplier, OEM may terminate the Agreement by providing six (6) months' notice.

Decreases to any Rate shall be accepted at any time during the Term of the Agreement.

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 sate of this agreement** (the "**CSA Effective Date**")

BETWEEN:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario, Canada
P9A 3P9
(the "Customer")

- and -

Compugen Inc
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with OEMC referred to as **OECM-2019-340-07** 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-2019-340-07.

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

3.1 The Supplier's representative for purposes of this CSA shall be:

- Dan Po, Account Executive

- Email: Dpo@compugen.com
- Phone: (416) 294 5339

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

Jeremy Hughes
Information Technology Manager, Town of Fort Frances
jhughes@fortfrances.ca, 807-274-5323 x 1219

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 time lines 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.

The Corporation of the Town of Fort Frances

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.

COMPUGEN INC.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier

SCHEDULE 2 APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

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 HPE Aruba and Palo Alto throughout the Term.

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

| No. | Resource Description | HPE Aruba | 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 OEM Resources 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 as specified in Section 1.4 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 Resources

The Supplier will make available to Customers all Resources from awarded OEMs, that are managed through the multi-functional networking Resources.

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 Services 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 Resource 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; and,

- (a) The Supplier's levels of technical support capability are as listed below:

- i. Level 1 – initiates first level troubleshooting. Over 90% of tickets are resolved at this level. If deeper troubleshooting is required, escalates the ticket to Level 2
 - Bilingual support generalists;
 - Specializing in “Off the Shelf” application and hardware support;
 - Resolving complex technical issues;
 - Identify Trends;
 - Incidents/Request via phone, email, portal, voicemail;
 - Coverage through three support centers nationally; and,
 - 24 X 7 X 365 Support.
 - ii. Level 2 - subject matter experts take over the ticket and work directly with the Customer to resolve complex technical issues. Escalation to category subject matter expert (“SME”), Level 3 if required
 - Bilingual SMEs;
 - Deeper level troubleshooting;
 - Resolving complex technical escalations;
 - Remote Support Tools to diagnose and resolve issues virtually;
 - Resolution of complex issues that cannot be resolved at level 1; and,
 - Over 10 years collective Managed Services Experience.
 - iii. Level 3-Operations category SME takes over the ticket directly from Level 2. Works as the category SME (Network, Storage, Telecom, etc.) or OEM until issue is resolved.
 - Defined incident escalation process; and,
 - Leadership and executive engagement as required.
- (b) With complex networking and security Resources, rather than offering self-help tools the Supplier will work with OEMs and Customers to ensure that correct level of support is provided to meet Customer’s business requirements and following augmentation will be provided as required by the Customer:
- i. Access to OEM diagnostic tools when available;
 - ii. Access to Supplier’s integrated knowledge base to provide quick fixes on common issues;
 - iii. Review of service reporting to proactively address issues and trends;
 - iv. Remote control tools to remote diagnostic and issue repair; and,
 - v. Regular reviews to drive continuous improvement in service delivery and overall Customer satisfaction.

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.

- (a) Palo Alto provides support options and 24/7 availability, along with many support centers and parts-replacement depots. Customers will receive a range of support and maintenance options to choose from to meet their needs.
- (b) HPE Aruba care service is composed of hardware and software services. For hardware Resources the service includes remote diagnosis and support, as well as on-site hardware repair if required to resolve an issue.

Customers will have option to choose the appropriate service level from the OEM in order to meet their business needs. This will ensure that warranty claims and service support calls are responded to in a timely matter. The service and support timelines associated with each OEM will range from four hours, same day, or the next business day depending on the priority level of the outage.

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.

If a Resource experiences repeated failure, the OEM will take extra measures and initiate an Assurance Program to correct the problem. Along with the internal processes that exist to deal with repeatable Resource failures, Customers will also have the option to choose support options from specific OEMs that deliver proactive services that would allow Customers to receive incident reporting intended to help identify problem trends and prevent repeat problems.

2.4. Extended Warranty Coverage

The Supplier will, if requested by the Customer, provide extended warranty Resources offered by the OEM of the Resource or an Authorized Service Provider, 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 or an Authorized Service Provider, 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 or an Authorized Service Provider 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) Network administrator – junior;
- (b) Network administrator – senior;
- (c) Network architect – junior;
- (d) Network architect – senior;
- (e) Penetration tester – junior;

- (f) Penetration tester – senior;
- (g) Project manager – junior;
- (h) Project manager – senior;
- (i) Security analyst – junior;
- (j) Security analyst – senior;
- (k) Security architect – junior; and,
- (l) Security architect – senior.

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;
- (d) Testing Resources during and/or after implementation; and,
- (e) Training Resources and knowledge transfer to Customer.

Supplier's deployment process covers the following aspects of deployment as detailed below:

- (a) A detailed Statement of Work will be developed to outline all aspects of the installation activities as required by the Customer, which will include;
 - i. Detailed process documentation;
 - ii. A process record for every unit - Installation Checklist;
 - iii. Progress reporting against scheduled targets; and,
 - iv. Monitoring of key indicators for ongoing process improvement.

- (b) Resources will be received and inspected at Supplier's engineering facility;
- (c) Supplier's project control office will be engaged (if required);
- (d) Required items (switches, routers, firewalls etc.) will be configured as per the Customer's specifications;
- (e) Once complete, Supplier's project control office will coordinate delivery and physical access of the Resources to be deployed;
- (f) Resources will be assembled and securely packaged for shipment and installation;
- (g) Supplier's installation process will include:
 - i. Reviewing schedules and developing a project plan to achieve objectives;
 - ii. Producing a detailed schedule with tasks and milestones;
 - iii. Scheduling installation dates and communicating to the Customer;
 - iv. Developing a detailed installation procedure;
 - v. Assigning installation tasks and start work assignments;
 - vi. Reviewing the installation checklist (for each individual system) as assigned;
 - vii. Coordinating all equipment requirements and arriving at the Customer site at the appointed time;
 - viii. Removing and replacing old unit (record asset information, if the original asset is part of Supplier's warranty database and the replacement device is purchased from or provided by the Supplier, the Supplier will update the asset information with the replacement device information as required);
 - ix. Performing functional testing;
 - x. Performing network logon to domain;
 - xi. Verifying existence of network shares and drive mappings;
 - xii. Client sign off;
 - xiii. Submitting completed paperwork to project manager; and,
 - xiv. Producing Reporting.

Any functional test failure of the installed system will be escalated and resolved before the installation is considered complete. If repair is not feasible, a replacement unit will be installed and tested at no additional cost to the Customer under the terms of the OEM warranty.

3.3.3. Training Resources

Upon Customer request, training Resources at no additional cost will include at a minimum:

- (a) Implementation training;
- (b) The Resource training;
- (c) Related software training; and/or,
- (d) Other related training, as requested.

The Supplier may provide the training Resources in person and/or remotely via internet with supporting materials and/or videos.

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) Toll free phone; and/or,
- (f) 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.

Supplier's secure and reliable online managed platform is called 'eMerge'. eMerge is offered as free value-added toolset. Integration into a Customer's system may result in additional costs depending on the scope and complexity of the requirements.

eMerge features includes:

- (a) Real time availability and pricing;
- (b) Order tracking and proof of delivery;
- (c) Integration to SciQuest, Ariba, SAP, Peoplesoft, Oracle, etc. Integrations can utilize a .cif catalogue format, EDI, cXML or Catalogue Punchouts;
- (d) Standards and bundling capability (in eMerge a Customer can set up their user view to show their device standards for each user profile and then make only those items available for viewing. Bundling capability enables a Customer to create a single Stock Keeping Unit ("SKU") or view that includes everything needed for a user profile, for example a network bundle may include a switch, sensor and OEM extended warranty);
- (e) Technology specifications, images and comparisons;
- (f) End to end Workflow (to facilitate approvals);
- (g) Role-based security and privileges;
- (h) Generic user access and procurement from Customer intranet; and,
- (i) Full B2B integration including invoice processing

4.1. Order Acknowledgement

The Supplier will acknowledge the receipt of an order by Customer within four (4) business hours. 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 and 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.

Supplier will allow for order changes on in stock items that have not been opened within 30 days for a full credit and refund.

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.

Tracking, waybill and packing slip information is available via the Supplier's eMerge website or from the Supplier's inside sales representative ("ISR").

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.

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.

Special delivery options are available. Including special white glove (which are customized offering for Customers at a mutually agreed rate), expedited, air, overnight air etc. at an additional cost.

Prior to large orders, Supplier will assign a project coordinator to:

- (a) Detail delivery requirements;
- (b) Schedule/plan timed deliveries;
- (c) Contact sites in advance of the delivery to ensure the sites are ready to receive the equipment;
- (d) Resolve any irregularities in shipping; and,
- (e) Provide a report of the project.

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.

Damaged or defective or DOA Resource should be returned to the Supplier within ten (10) to thirty (30) days depending on the Resource. The return conditions, which vary by OEM are included on the RMA documentation that is sent to the Customer upon receipt of a return request.

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.

The Customers must report DOA Resources directly to the Supplier's dedicated Inside Sales Representative ("ISR"). Upon notification of a DOA request the dedicated ISR will submit to the appropriate OEM manufacturer a Return Merchandise Authorization number ("RMA"). This RMA review process takes 24-48 hours. Upon approval by the OEM manufacturer, Supplier's ISR will forward a shipping label indicating the return destination address, contact person and shipping information. Customers will have to attach this label to the package being returned with all original packing material, cables, software and manuals.

During the return authorization process the Supplier's ISR will ship the replacement unit for the DOA request in an expedited fashion to the designated location so that downtime is minimized to the Customer.

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.

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, or 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.

- (a) Identify how many units are affected at the Customer's site, and provide a complete list by serial number and shipping location to determine where each unit is located; and,
- (b) Establish a formal action plan with Supplier's Customer service team who will work with the Customer to implement the fix, replace or repair, in the quickest possible time and while minimizing the impact to the Customer's business.

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.

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.

The Supplier's account management team will interface with OEM and Customers on a regular basis and will work proactively to communicate Resource announcements, future technology roadmap information and identify innovative ways to help achieve increased cost savings.

The assigned account executive and technical consultant will act as the main interface to provide support by delivering the following:

- a) Communicating industry short-term and long-term trends to help with future technology requirements and possible impact on implementation, transition, and migration;
- b) Providing Resource roadmaps and transitions. Typically performed on a quarterly basis, these roadmaps will let Customers know well in advance of technology refreshes that will be occurring as well as end of life dates on the various Resource lines and their successors;
- c) Co-ordinating technical evaluations, proof of concepts, and provide access to early evaluation Resources;
- d) Working in conjunction with Customers to determine best course of action for transitioning to new technology.

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 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 Resource 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) Provide Customer reporting (e.g. block Service hours usage); and,
- (l) 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 OECM, 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 OECM as part of the sales reporting.

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

7. Environmental Considerations

OECM 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 OECM, make any environmentally friendly processes, new technologies and/or green initiatives, related to Schedule 2 – Appendix A, available to Customers as required.

The Supplier:

- Is a member of the EPEAT Reseller Program and works with Clients to encourage inclusion of sustainability criteria in procurement decisions; leveraging preferred access to EPEAT data to help Clients make more environmentally sustainable procurement choices;
- Has developed Green4Good Program which helps organizations dispose of their IT assets in an environmentally responsible way and eliminate asset disposition costs. Rather than sending used IT assets to a landfill, this program ensures that end of life equipment is either resold or 100% recycled; and,
- Is able to provide secure, environmentally responsible reuse and recycling through partnerships with recyclers & through the Supplier's ISO 9001:2008 Quality Management System that ensures the Supplier's processes achieve their published objectives for security and sustainability.

8. Social Procurement

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

9. Disaster Recovery and Business Continuity

The Supplier will possess and provide to OECM 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 OECM 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 OECM will be considered an approval by OECM 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

Resource Rates

The three (3) 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;
- (b) Minimum percentage discount off the Supplier's Canadian List price for Authorized Service Provider Rates are firm Rates for the initial Term; and,
- (c) 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

OECM'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 and minimum percentage discount off the Supplier's Canadian List price for Authorized Service Provider Rates, 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 MSRP and actual sales price offered to the Customers.

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 E – ESCALATION PROCESS AND CONTACT INFORMATION

Contact Information:

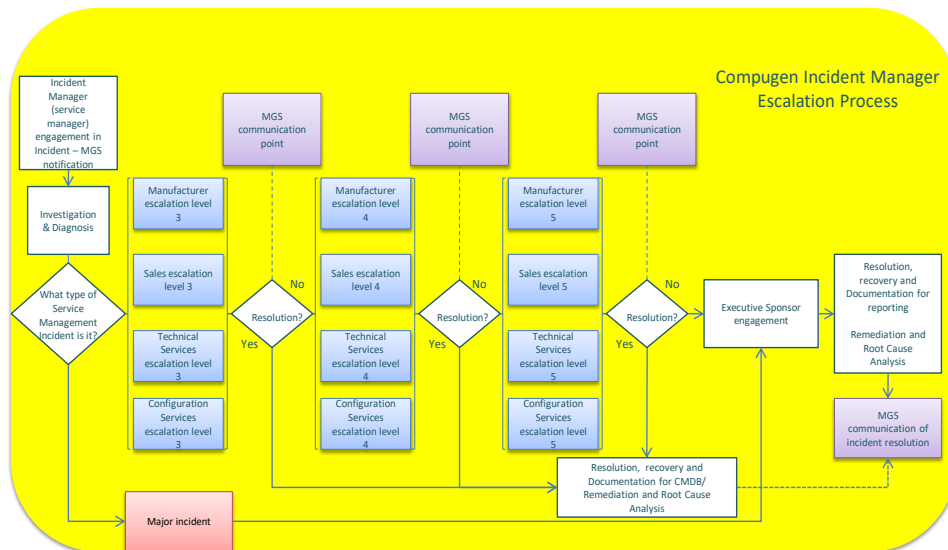
| Department or Person of Contact | Service Hours | Email | Telephone |
|---------------------------------|---------------|-------|-----------|
| | | | |
| | | | |
| | | | |

Escalation Description:

Supplier already has well established incident and problem escalation processes in place to allow for the efficient and effective management and delivery of Customer service level agreements. All of Supplier's incident and escalation management processes that are in place were developed and designed on a proactive notification system, the ITIL framework and ISO standards. In combination, these processes are leveraged by various resources including the delivery manager and departments within Supplier's organization to facilitate, manage and escalate incidents. The delivery manager is responsible for administering / providing the following, but not limited to, services under this agreement:

- Resolution of any and all issues arising under the Agreement;
- Participation in meetings with (CUSTOMER NAME) representatives;
- Service Level management;
- Customer relationship management;
- Meeting logistical requirements for performance of the deliverables; and,
- Day to day communication with the Customer.

In order for the delivery manager to successfully deliver on the above responsibilities, it is imperative that structured incident and escalation processes are in place to support the day to day management and delivery of services including the handling of any escalations that may occur due to a service breach. Specific to escalations (brought to the attention of the account manager) the following describes and illustrates the established process the account manager will specifically follow when an incident/problem is brought to his/her attention:



The above escalation flow chart identifies the various steps a delivery manager would take in handling an escalation. This chart also illustrates the various levels of who he would interact with and the level of authority he has in moving an escalation all the way through to the executive sponsor (if required).

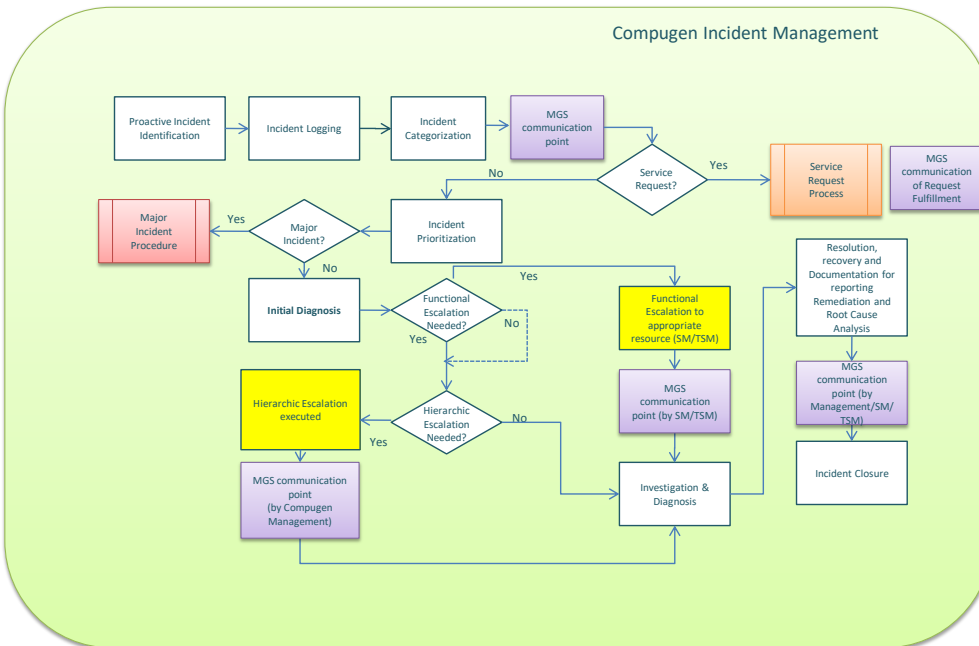
The first step performed by the service manager is to fully understand the incident and notify the Customer of the escalation plan. It is at this point that the service manager moves the incident to the first level of escalation. In the event that the incident is not resolved at this point it continues through to the next levels of escalation until resolved.

If an escalation has been brought to the attention of the service manager by the Customer, Supplier will communicate and provide updates to the Customer at every level of escalation (purple boxes in above flow chart). The Customer will be notified at every level of escalation on the status until closure.

An important piece to the above process flow chart is the ability for the delivery manager and the Supplier technical resources to escalate to and engage with the OEM (manufacturer or publisher) for technical support. Supplier holds certifications on many OEM's but often Customers procure upgrades OEM support directly, in these cases Supplier may troubleshoot the call or may direct the Customers call directly to the OEM for technical support, depending on the agreed upon support model for that Customer.

It is important to note, that the above described process is a component within Supplier's well-defined and structured incident management process highlighted in YELLOW in the below flow charts:

Incident Management Process:



In addition to the processes described above, Supplier has developed and implemented a proprietary proactive notification system that automates alerts and escalations to the appropriate Supplier resources, including the account manager prior to an actual service breach or escalation. This process allows for proactive insight into the status of SLAs, the ability to monitor them closely and for the immediate automated notification to the account manager of a potential service level failure. This proactive notification helps minimize the number of incidents escalated since the account manager would be aware of the potential service failure before it actually occurs and have the ability to resolve the incident in advance.

This proprietary notification system is described in detail below:

Supplier's Proactive Notification System

Supplier's service call management system proactively monitors the status of each outstanding request and incident but is also leveraged as an escalation medium for ensuring that proper resources are engaged in a timely manner as service levels approach a breach. Proactive notifications are sent to various resources or teams based upon the following predefined notification levels. Given that SLA's vary from Customer to Customer, the timelines below are expressed as a percentage of the overall service level agreement timeline.

- First Notification - resolution time at 50% of the Service Level Agreement (SLA)
- Second Notification - resolution time at 75% of the SLA
- Third Notification - resolution time at 100% of the SLA
- Fourth Notification - resolution time at 125% of the SLA
- Fifth Notification - if the issue is still outstanding or unresolved at 150% of the SLA

With these automated system generated notifications in place, all designated levels of service delivery at Supplier and senior management are notified and made accountable to resolve outstanding Customer service requests and

incidents. Once an issue has been identified that has the potential to miss Supplier's commitment, an escalation procedure is initiated.

For non-service-related escalations: Supplier assigns an Account Manager who is responsible for leading the internal staff to support Customer needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution.

Supplier's assigned account manager supporting the Customer will be the first point of contact for all escalation purposes. Supplier's account manager will provide each Customer with a detailed contact list, when executing the Customer-Supplier Agreement which includes:

- Service Delivery Manager
- Technical Support Manager
- Sales Director

[End of Customer-Supplier Agreement]

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **End-User Computing Devices and Services** as outlined in **Request for Proposals #2016-261** is effective as of the **6th day of November, 2020**

BETWEEN:

Town of Fort Frances
(the "Client")

- and -

Dell Canada Inc.
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with Ontario Education Collaborative Marketplace referred to as OECM-2017-261-01 for the provision of Resources;

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

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties 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:

"**net price**" has the meaning set out in Appendix B of the Master Agreement;

"**Rates**" has the meaning set out in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

(a) October 1, 2021, or,

(b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

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-2017-261-01.

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 latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates or net price payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates or net price set out in the Master Agreement.

ARTICLE 3 - REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

3.1 The Supplier's representative for purposes of this CSA shall be:
Aditya Challapilla, Account Executive Dell EMC, 4162781692, Aditya_Challapilla@Dell.com

3.2 The Client representative for purposes of this CSA shall be:
Jeremy Hughes, Information Technology Manager, jhughes@fortfrances.ca

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

Sam Campisi, Business Relationship Manager, (416)-847-1105, sam.campisi@oecm.ca

ARTICLE 4 - TERM OF CSA

- 4.1** This CSA is effective as of the 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 Term of this CSA 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 Client as described in the Master Agreement and as more particularly specified in 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 time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client and the Supplier may mutually agree on changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client 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 Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.
- 5.5** The scope of Services Resources, including Rates, shall be documented and mutually agreed upon by the Client and the Supplier.

ARTICLE 6 - RATES AND PAYMENT

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement.
- 6.2** The Client will pay the Supplier by way of **Cheque**. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in 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 Client 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 Client 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 Client address to the attention of the Client 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, 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 Client

The Client 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 Client'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 Client 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 reasonable information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any reasonable instructions provided by the Client, 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 Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). 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 Client 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 Client or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OEM 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 Resources shall be mutually agreed upon between the Supplier and the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, 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 Client under this Contract.

11.2 Representatives May Bind the Parties

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

11.3 Independent Contractor

This CSA is for particular and non-exclusive products and services. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client 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 Agreement 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 Agreement 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 Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

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 an 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 natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. 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 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 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 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 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 on a regular basis, or who may have access to student information to provide services hereunder, where such 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 of the Client. For the purposes of this CSA, the Client 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 on a regular basis or have access to student 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.

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* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client 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 on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Client 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 Client 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 Client may attend to such reviews at least twice per year during the 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 Client in the circumstances and in its sole and unfettered discretion, then the Client 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 Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client 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.

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

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Client'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 Appendix C to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client'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 Client in any investigation undertaken by the Client pursuant to such policies.

12.8 Language of Contract

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

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

Town of Fort Frances

Authorized Signature

Name

Title

Date

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

DELL CANADA INC.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

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

1.0 Description of Resources

The Supplier shall provide the following enterprise business grade, new, quality, cost effective end-user computing EUC and Service Resources throughout the Term of the Agreement on an as-and-when-required basis.

Refer to Appendix B for Device Resource Rates.

2.0 EUC Resources

The Supplier shall make available for purchase by the Client the following Resources (many of which can be configured as requested by Client).

- The Supplier branded desktop Device Resources (with or without monitors), such as all-in-ones, desktops, Independent Software Vendors ("ISV") certified workstations, small form factors, thin Client Devices, towers, and performance workstations; and the Supplier branded mobile Device Resources, such as ISV certified workstations, mobile workstations, notebooks, tablets, chrome Devices, rugged and thin Client Devices (collectively known as the "Device Resources");
- Accessories not tied to a Device Resource, such as adapters, batteries, cables, carts, cases/bags, chargers, charging carts, consumables (e.g. for peripherals Device Resources) , docking stations, external drives, graphic cards, headphones, keyboards (wired and wireless) , memory modules, mice (wired and wireless), microphones, monitors (OEM and non-OEM branded, touch and non-touch) , mounts/stands, security locks, speakers, stylus, surge protectors, touchpads, wearables, and webcams (collectively known as "Accessories Resources");
- Peripherals, such as scanners, printers, projectors, and smart TVs (collectively known as "Peripheral Resources"); and,
- Other Device Resources, such as storage, routers, switches, servers, data protection, security, and power supplies (collectively known as "Infrastructure Resources").

(all collectively known as "End-User Computing Resources or EUC Resources").

Refer to Appendix B for Rates.

A list of Resources may also be found on the Supplier's Premier Page, at www.dell.ca or as may be communicated by Dell's sales representatives from time to time. Accessory, Peripheral, and Infrastructure Resources may be Supplier, Supplier affiliate branded, or third party Resources. However, Device Resources shall be Supplier-branded Resources only.

2.1 Enterprise Business Grade Device Resources

The Supplier shall provide enterprise business grade (i.e. not consumer grade) Device Resources defined to contain the following:

- Life expectation - enterprise business grade Resources have planned life cycles that take the supportability of the Device Resources into consideration beyond their production timeframe. This means that drivers for the Device Resources will be updated and maintained over the Term of the Agreement;
- Consistency in parts - enterprise business grade Resources are expected to be constructed of high quality to ensure stable performance. The parts in a Resource should be identical to those in another of the same make and model, no matter where or when it is purchased. Enterprise business grade

Resources should be designed such that supporting one (1) Device Resource is the same as another copy of the same Device Resources because the internal parts are the same; and,

- Quality of construction - enterprise business grade Resources are designed so internal parts will work together through the life of the Resources and support future operating systems and applications as they evolve.

2.2 Quality

The Supplier and/or the Resource OEM shall be registered under ISO 9001 (2008) from a nationally accredited registrar for the manufacturing facility where the proposed desktop/mobile Device Resources are made.

All of the Supplier's manufacturing operations achieved the internationally recognized ISO 14001 Environmental Management Systems ("EMS") certification.

2.3 Security

The Supplier shall provide Trusted Platform Module ("TPM") embedded security chip on commercial grade Device Resources.

2.4 Operating Systems

The Supplier shall support various operating system (i.e. Microsoft, Chrome/Android, and Linux) requirements that are available with the commercial grade Device Resources.

2.5 Central Processing Unit

The Supplier shall provide both Intel® and/or AMD central processing units to Clients that are available with the commercial grade Device Resources.

2.6 Other Related Device Resources

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other Resources (e.g. emerging technology/innovation, interactive displays, point of sale, unlocked cell phones, networking, digital signage) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

2.7 Device Resource Updates

Device Resources shall be shipped, and updated with the following, at no charge to the Client:

- Current BIOS updates/patches/fixes installed; and,
- Latest available drivers.

2.8 Warranty Coverage

The Supplier provides OEM Resource warranty coverage including parts and labour (if applicable to Resource), for all EUC Resources as set out below:

- Desktop and notebook Device Resources shall have a three (3) year onsite next Business Day warranty coverage;
- Chromebooks, tablets and student computing Device Resources shall have a minimum one (1) year return to depot warranty coverage;
- Supplier branded Accessories and Peripherals Resources shall have a minimum one (1) warranty;
- Supplier branded Display Resources shall have a minimum three (3) year warranty;
- Networking Device and Infrastructure Resources shall have a minimum one (1) year onsite next Business Day warranty coverage;

- Server and Storage Device and Infrastructure Resources shall have a minimum three (3) year onsite next Business Day warranty coverage;
- Software warranty will be based on the maintenance contract requested by Client; and,
- Third-party Peripheral and Device Resources shall have warranty coverage aligned with the OEM.

Resource warranty coverage Rates are set out in Appendix B.

The warranty coverage for third party EUC Resources is that which is provided by the third party Resource manufacturer available at time of purchase or optional warranty coverage provided to the Client upon request.

Optional extended (i.e. additional one (1), two (2), or more years) warranty coverage and accidental (i.e. liquid spills, fire, drops and or electrical surges) warranty coverage is available, at additional Rates as specified in Appendix B.

Certified parts can be provided by the Supplier's authorized reseller, but warranty does not cover repair directly or indirectly serviced by an unauthorized reseller.

Clients are to ensure data/information is backed up and protected while being repaired.

The Supplier provides three (3) types of Device Resource warranties which can vary in duration from one (1) year to five (5) years, at Client's request:

- Base;
- ProSupport; and,
- ProSupport Flex.

Client support feature comparison PCs and tablets

| | Base Warranty | ProSupport | ProSupport Flex* |
|---|------------------|------------|----------------------|
| Technical support through phone, chat and online | Business hours | 24x7 | 24x7 |
| Hardware repair service delivery ¹ | Varies | Onsite | Flexible |
| Self-service case management and parts dispatch through TechDirect | ✓ | ✓ | ✓ |
| Direct access to in-region ProSupport engineers | | ✓ | ✓ |
| Single resource for software and hardware expertise | | ✓ | ✓ |
| Command center monitoring and crisis management | | ✓ | ✓ |
| Software support with collaborative 3 rd party assistance | | ✓ | ✓ |
| Case Management API for helpdesk integration | | ✓ | ✓ |
| Automated issue detection, notification and case creation by SupportAssist ² | | ✓ | ✓ |
| Technical Account Manager | | | ✓ |
| Support history and contract reporting | | Monthly | Monthly or quarterly |

*Customers must have at least 5,000 client assets and at least 60% Basic entitlement in current environment to be eligible for ProSupport Flex for Client

The Supplier maintains a parts inventory for all Device Resources under warranty for up to five years from End of Production, as long as the components remain commercially available. Based on anticipated needs analysis, the Supplier maintains a minimal amount of replacement part inventory available to purchase outside of warranty. This inventory is available when all in-warranty related requests are fulfilled. There is no guarantee of availability for replacement parts if the warranty has ended. However, it should be noted that After Point of Sale ("APOS") warranty purchases are available.

In Canada, the Supplier has over thirty (30) stocking locations for parts covering every major city with technicians surrounding those parts locations to provide onsite service. These fulfillment centers service warranty dispatches.

Through the monitoring of component failure rates and formalized forecasting tools, the Supplier maintains a sufficient spares inventory to provide prompt next business day delivery of parts for systems with warranty. Client with Resources under warranty shall receive priority parts shipping to support both next Business Day and same-day repair service.

Through regular Client Quality Report ("CQR"), the Supplier will work with Clients to identify any trending issues for in warranty and out of warranty Resources. Should the need arise; the Supplier will propose APOS warranty extensions to ensure coverage beyond the proposed three (3) year warranty period.

2.9 Self-Maintainer Program

For most Supplier branded EUC Resources, the Supplier shall provide a self-maintainer program including training and support for the program at no cost and as required by Clients. The program allows Clients to resolve some device Resource issues themselves (e.g. part replacement) and shall receive financial compensation (within the parameters of the program as agreed upon with the Client and Supplier). If, however, the Client is unable to resolve the device Resource issue, the Supplier shall provide warranty Service Resources directly.

TechDirect is the Supplier's current self-maintainer program that Supplier has the right to update or replace from time to time. Clients have the ability, in accordance with the standard process and terms and conditions of the program as agreed upon with the Client and Supplier, to dispatch parts and/or labour via either a Portal or calling into an agent. This program allows Clients to bypass the Supplier's helpdesk altogether and simply tap into the Supplier's supply chain of parts once a problem is self-diagnosed. TechDirect complements the Clients' technical support team by providing the following capabilities:

- Request support from the Supplier's technical support;
- Dispatch replacement parts for Supplier branded Device and Infrastructure Resources;
- Group technician users into virtual teams based on Client preferences;
- Manage notifications regarding support and account activities; and,
- Pull reports on account activities.

Clients with Basic, ProSupport, ProSupport Plus and ProSupport Flex warranty levels are able to use the TechDirect tool.

Under the Supplier's self-maintainer program, a Tier 1 certified Client is able to dispatch any required parts and a technician to complete the repair. A Tier 2 certified Client is able to complete the repair and receive a labour reimbursement. Required parts and any technician are dispatched next business day or four (4) hour, depending on warranty coverage.

Parts repair are divided into Client replaceable units ("CRU") and field replaceable units ("FRU"). The Supplier shall provide the Client with a list of CRU and FRU, and shall update as required.

The Supplier shall provide a secure user-friendly online (e.g. website/portal) technology with the following capabilities, such as:

- Request support for devices from technical support;
- Dispatch replacement parts;
- Manage notifications for support and account activities; and,
- Pull reports on account activities.

The Supplier has a dedicated team to handle out-of-warranty repair options for Clients.

Clients enrolled in the Supplier's TechDirect program are given online training on how to use the service. Warranty-related dispatches are opened using the Supplier's online TechDirect Portal. Under the Tier 1 program the Supplier's Technician (if necessary) is dispatched with any required parts to complete the repair. Under the Tier 2 program Clients have the option to complete the repair themselves and receive a labour reimbursement. Dispatches are only scheduled when validated by system diagnostics error codes that help to ensure first time resolution. Any ongoing assistance is available by directly contacting the Supplier's TechDirect staff or Account Executive ("AE").

For non-TechDirect Clients, in-warranty requests are first addressed by an online Help Desk where 80% of issues are resolved without having to create a dispatch. Required parts and any applicable Technician are dispatched (next Business Day or within four (4) hours as per warranty coverage).

A dedicated Supplier team handles out-of-warranty repair options. These may include extending an existing warranty or buying parts to initiate an out of warranty repair. Clients may request the Supplier's Technician to be onsite and perform the repair or choose to do the repair themselves.

Specific system configuration and warranty status information is available by entering the device's service tag into the appropriate field at www.dell.ca/support. This facilitates making quick decisions as to whether or not an issue could be warranty-related.

Escalations are handled by the Supplier's Account Executive or Account Manager. The Client provides an Account Executive with the Service Request #. Depending on the nature of the issue, the Account Executive will work with TechDirect or other staff to have it promptly resolved. If necessary, the Account Executive will engage the Supplier's Help a Client ("HaC") service that typically results in same-day engagement by a dedicated Resolution Expert.

Client Enrollment into TechDirect

Clients should designate an Administrator to set up its TechDirect account. This Administrator will go to www.TechDirect.com and click the Enroll Now button to begin the enrollment process. As part of this process, the Administrator will add Technician users who will receive an email confirming their enrollment and providing log in details. Users wishing to dispatch parts must first complete the free online certification courses available within the TechDirect online portal (forty-five (45) minute course).

Lead-times on CRU and FRU parts are identical to standard warranty - either next Business Day or four (4) hour, depending on the warranty coverage model. There is a limited allowance for submission of applicable compensation in Appendix C.

Warranties are not impacted by parts installed by Client under the TechDirect program. The Supplier's certified parts are not covered by applicable system warranties. The Supplier's certified parts may also be provided by the Supplier's authorized Subcontractor/third party reseller. However, warranties do not cover problems that result, directly or indirectly, from servicing not authorized by the Supplier, usage that is not in accordance with the Resource instructions, failure to follow the Resource instructions or failure to perform preventative maintenance and using accessories, parts or components not authorized by the Supplier.

To determine the correct part required for a specific Resource, Clients are advised to contact their sales team (Inside Sales Representative or Account Executive). Parts may be available as Client Kits and are validated against the product's service tag to ensure that the right part is provided.

Clients that are enrolled in the Supplier's TechDirect program shall receive labour reimbursement for warranty-related repairs provided that their Technicians performing the repairs have completed the required online training for the specific devices (e.g. Notebooks, Desktops).

2.10 Repeat Call Resolution

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

The Supplier shall be responsible for ensuring the new replacement Device Resource is configured to meet the Client's needs.

The Supplier shall provide a no-cost spare Device Resource, if required by the Client.

Where it is deemed that a new replacement Device Resource is provided, the Supplier shall modify its asset tracking report to amend previously recorded asset information accordingly.

2.11 Dead-on-Arrival Device Resources

Within thirty (30) days of delivery, the Client shall notify the Supplier of any dead-on-arrival ("DOA") Device Resources that do not work at first boot at the Client's site. The Supplier shall provide an exchange for the DOA Device Resources.

The Supplier shall deliver (as described in section 8.0 below) the new replacement Device Resource to the same Client location at no extra charge to the Client. The Supplier shall ensure the new replacement Device Resource is configured to meet the Client's needs.

The Supplier shall repair at no-cost the applicable Device Resource, if required by the Client, until the DOA Device Resource is replaced.

Where new replacement Device Resources are provided, the Supplier shall modify its asset management record accordingly to amend previously recorded asset information.

2.12 Demo Device Resources

The Supplier shall provide Device Resources and allow Clients to demo and/or test them at the Client's location for up to ninety (90) days at no charge to the Client (including no charge for delivery, installation, removal or return). Demo/testing may include imaging, technical/functional compliance testing, acceptance testing, ease of operation, image validation and suitability for purpose.

The quantity of demo Device Resources shall be mutually agreed upon between the Client and Supplier.

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

The Supplier shall offer an evaluation program for newly launched Device Resources to allow Clients demo and/or test them at the Client's location for up to sixty (60) days. Clients' own application and configurations can be applied during demo and/or testing.

The ordering and delivery of demo and evaluation Device Resources will be subject to Supplier's standard demo and evaluation process and terms and conditions which will be provided to the Client at the time the demo and evaluation occurs.

2.13 Device Resource Recalls

The Supplier will be responsible for managing Supplier branded and other OEM Device Resource and or part recalls and informing the Clients and OEM in a timely manner. If a recall occurs, the Supplier shall be responsible for all applicable costs (e.g. return, replacement, delivery).

The Supplier will notify Clients and OEM of any such recall by providing written notice.

The Supplier shall provide at no-cost the applicable repair or replacement for the affected recall.

The Supplier will notify Clients of a system-wide recall and a plan of action to resolve any related issues. Through the Supplier's direct fulfilment capabilities, the Supplier knows exactly where each impacted system is delivered, its warranty terms and exact configuration. In the rare event of a recall, the Supplier is quickly able to notify 100% of the impacted install base with a resolution plan, due to the Supplier's exclusive Piece Part ID ("PPID") process that is integrated into the Supplier's Device Resources. PPID involves scanning specific components that are used in the build process of the Supplier Device Resources (such as but not limited to batteries, memory chips, processors, hard drives and power supplies); in the event of a recall the Supplier can identify exactly which systems have been impacted by their service tags. The Supplier can then notify the Clients that own those service tags of exactly which systems in their fleet are impacted by the recall. This capability saves the Client considerable time and effort and in some cases, enables a much faster response time. This is especially important for recalls that might have an impact on health and safety (e.g. overheating batteries). Recalls are managed by a dedicated quality management team who work in conjunction with the Supplier's account teams. Product returns (e.g. DOAs or standard Resource returns) are managed by the inside account teams and Client service.

2.14 Electrical Requirements

Any electrical equipment/products/Device Resources used on Client premises must be energy efficient and authorized or approved by the Client and in accordance with the Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical equipment/products/Device Resources.

3.0 SERVICE Resources

The Supplier shall make available for purchase, pursuant to a statement of work or service description document as mutually agreed upon between the Client and Supplier, Service Resources including but not limited to:

- Planning support, such as:
 - Device/Service Resource requirements;
 - Standardization;
 - Delivery schedule;
 - Roll-out; and,
 - End-of-life planning (including decommissioning).
- Asset management, such as:
 - Paper labels affixed to the device Resource;
 - Radio Frequency Identification ("RFID") or other electronic identification tagging; and,
 - Asset reporting.
- Configuration Service Resources, such as:
 - Custom Basic Input Output System ("BIOS") configuration;
 - Configure Device Resources as requested by Client;
 - Image management (e.g. create, test, seek approval, fix, manage and deploy aligned with Client's policies, and practices for light or full image requirements); and,
 - Operating systems patch management (e.g. application patches and updates).
- Installation Service Resources, such as:
 - Installing Device Resources as specified by Client, at Client's physical location;
 - Redeployment, as required; and,
 - Warehousing, as required.
- Lifecycle management Service Resources, such as:
 - Device Resource end-of-life notifications; and,
 - Recommended replacement Device Resources.
- Custom delivery Service Resources, such as:
 - Date specific delivery;
 - Advanced delivery notice;
 - Special palletization;
 - Liftgate;
 - After hours delivery;
 - Inside delivery; and,
 - Rack delivery.
- Managed deployment Service Resources, such as:
 - Warehouse staging;
 - Custom bulk packaging delivery/deployment;
 - Chromebook white glove deployment services; and,
 - Pro-deploy enterprise deployment services.
- Professional Service Resources, including the Supplier workshop, assess, design, implement, support and manage") :
 - Active directory;
 - Office 365;
 - Windows 10 optimized deployment;
 - System centre;
 - Exchange;
 - Skype for business – unified communications;
 - SharePoint;
 - SQL/BI;
 - CRM;
 - Azure;
 - Virtualization optimization;
 - vCloud optimization;
 - Desktop virtualization;
 - Hyper-converged;
 - Application rationalization and compatibility;

- Cyber security professional services;
- Network architecture services;
- Disaster Recovery services; and,
- Managed/hosting services.

(all collectively known as "Service Resources"). Refer to Appendix B for more information and Rates for Service Resources.

4.0 Road Map Planning

Road map planning meetings with Clients and OEM and proactive communication during transitions and planning sessions are standard practice that the Supplier will maintain during the Term of the Agreement. These methods are part of the Supplier's go-to-market processes, the Supplier's Resource design and transition processes, and the Client's engagement models.

The Supplier aligns its most recent roadmaps and Resource launch information and will meet with a wide variety of Clients frequently. In Canada, the Supplier has dedicated Client Consultants and Technical Reps who accompany the Supplier's account teams during Client visits. The Supplier's preferred method of resource planning is to conduct these sessions onsite at the Client's location leveraging the Client facing Client solution consultants. The Supplier offers a minimum of a ninety (90) day transition during Resource end of life and replacement Resource launch. Furthermore, the Supplier's lifecycles average between fifteen (15) and twenty-four (24) months depending on the Resources.

The Supplier also assists Clients through end of life cycles with inventory allocation, to ensure Clients who want to ride out the lifecycle of a particular Resource or platform have the option to do so. The Supplier's focus on resource planning is around the Clients, to ensure they have all the resources required from the Supplier's perspective as well as proactive communication. The Supplier also strives to incorporate the Supplier's largest partners into the planning stages (Microsoft, Intel and Google) as these vendors and their associated platforms are the foundation for which the Supplier end user device platforms are built on.

5.0 Image Management Program

The Supplier's Image Management Program offers the flexibility for Clients to have their systems imaged prior to delivery. After image validation, there is no additional lead time to install the Client's image. All industry standard PC image file formats are supported. A strict and well defined testing process is in place for delivering images to The Supplier. The Supplier's File Transfer uses Secure Sockets Layer ("SSL") and AES 256-bit encryption to protect the movement and storage of all Client files transferred to the Supplier.

Content may be temporarily stored in secure, third-party datacenters, but such parties do not have access to the Client image data stored on their systems. The files are encrypted with a private key known only to the Supplier's systems. The Supplier shall support multiple Client images. The Supplier also offers some unique tools that help the Client port their images from one system to another during model transitions. The Supplier provides model transitions with ease to migrate images for Clients (hardware drivers for example are common wherever possible).

The Supplier's engineers leverage extensive validation processes and controls prior to image deployment.

Custom services and special tools allow the Supplier to re-image equipment upon request. The Supplier also offers a no charge Client management toolset (the Supplier's Client Command Suite) to assist Clients with image creation and deployment. Client Command Suite tools offer 77% fewer steps to import drivers, 55% few steps to import WinPE drivers and 46% few steps to task sequences. The Supplier's evaluation program is offered to Clients allowing them the option to pre-test and develop images at any time.

6.0 Asset Tagging Program

Asset tagging services are available through either the Supplier's factory integration offerings Custom Factory Integration ("CFI"), or through the Supplier's managed deployment services. Both offer the Clients the flexibility of project based and customizable asset labels.

The Supplier's Asset Tagging Program is implemented with exclusive feedback from the Supplier's individual Clients as no two asset tags are the same. The Supplier tracks each individual asset with the Supplier's own unique identifier referred to as the Supplier's service tag. A label is printed as the system progresses through the manufacturing process, enabling capture of information relevant to that particular system. Additionally,

the Supplier can write Client asset number into the system BIOS to allow Resource management software to remotely interrogate for identification.

The Supplier's service tag number offers real-time access to the configuration of the system Resource as well as the current warranty – all available in real-time at www.dell.ca/support.

For many Clients, the Supplier has quarterly processes in place whereby the Supplier runs real time reports for Clients and proactively provides information pertaining to when the Client's warranties are expiring. The Supplier may also use this data in the rare event of a Resource recall.

Furthermore, the Supplier offers Client asset reporting upon request. The Supplier's Team can typically run the report and returned to the Client within twenty-four (24) hours. Custom Asset reporting can be specific to certain products, departments or dates procured.

7.0 Lifecycle Management

For Device Resources, the Supplier proactively communicates all lifecycle notifications well in advance – allowing the Supplier's Clients time to plan and manage for upcoming model transitions. Through regular onsite meetings, the Supplier provides Clients with real time roadmap updates that highlight Resource transitions and new model introductions. Working with the Supplier's account teams, Device Resources are reserved for Clients who require an extended lifecycle.

The Supplier's Resource Model Transitions

When a Device Resource model has reached end of production (referred to as end-of-life, or EOL) there is a sixty (60) to ninety (90) day overlap period after which the Supplier will no longer manufacture the previous model. The Supplier continues to support and service the older model as long as the service contract requires—up to five (5) years after the date of purchase.

Resource Roadmap

The Supplier will conduct Device Resource roadmap presentations for Clients and OEM as required provided that a valid Non-Disclosure Agreement ("NDA") is in place between the Supplier and the applicable Client. Topics covered include:

- Industry technological trends, such as processors and operating systems;
- The Supplier's current model "end-of-life" schedule;
- New model introduction plans;
- Component upgrade schedules, such as larger hard drives or faster CD drives; and,
- Any other relevant topics.

The Supplier's Device Resource transitions also incorporate common drivers which allow for easy and quick image adjustments between model transitions.

8.0 Resource - End of Life

For Device Resources, the Supplier has a stringent process in updating OEM and Clients on upcoming changes and end of life products. OEM and its members have access to the Supplier's Account team that is responsible for scheduling regular roadmap meetings, where upcoming hardware changes are reviewed and discussed. The Supplier will also provide EOL notices on its Premier Page website. The Supplier's Account team works with its Inventory and Supply management teams to ensure that forecasted Resource requirements by its Clients are well documented into the Supplier's supply management systems and supply is saved for those forecasted orders on a commercially reasonable basis. For OEM Clients, the Supplier may offer an allocation program where the Supplier will make a Device Resource available beyond scheduled EOL. This allows Clients to obtain the longest possible lifestyle in the event that they need to focus on larger rollouts and special projects.

Clients can purchase Service Resources applicable to EOL including the Supplier's Custom Factory Integration services to help mitigate the impact of image development and device configuration. The Supplier also offers a complete range of customized managed deployment services to assist the Clients deploy large numbers of new systems in a timely manner. If necessary, the Supplier has the resources available to assist Clients with image development and/or modifications. The Supplier can also provide warehousing services at an additional cost.

9.0 Emerging Technology

The Supplier's Account Team will meet regularly with key Client stakeholders to review their feedback on the Supplier's demonstrated ability to meet their requirements, the performance of the Supplier's Resources, any issues that need to be addressed, discussions on technology trends related to their industry, their current and planned IT projects, marketing events/networking opportunities that may be of interest and any purchase forecasts they are able to share. The Supplier's Account Team may use input gathered from Client meetings to develop a comprehensive account plans for the Client.

The Supplier shall also present (via webinars) to Clients and OEM information about industry-related technology trends, to ensure that all stakeholders are kept current.

10.0 Transition to New Technology

The Supplier can provide the following Service Resources to support Clients when new technology is introduced.

Client Command Suite ("CCS")

Included at no additional cost are the Supplier's CCS (e.g. the Supplier's Client Systems Management tools). These tools make the Supplier's commercial Client systems the world's most manageable Client devices. With CCS, Clients can streamline system deployment, configuration, monitoring and updates for their commercial devices. More information is available here: <http://dell.com/Command>.

Specific Device Resource Support

The Supplier's device Resource is identified by its service tag. Clients can quickly determine a specific device's configuration, recommended and urgent update requirements by entering the service tag into the appropriate field at www.dell.ca/support. This is useful when developing and/or modifying images for new models or products.

ImageWatch

The Supplier's ImageWatch is a no charge service that can assist Clients by supplying introduction, transition and end-of-life information for system platforms, peripherals and software in line with the advance notice period (e.g. classifying image impact of technology transitions, providing a six-month forecast of Resource and image changes).

Custom Factory Integration ("CFI")

The Supplier's CFI services can help significantly reduce the complexities of managing large deployments of devices for its Clients. The Supplier's CFI portfolio consists of image/software factory integration; asset reporting, asset tagging, and CD/DVD image restore media, hardware factory integration and BIOS customization.

Dynamic Imaging

Clients requiring additional assistance can use ImageAssist to create a single cross-platform image that can be updated in the Supplier's factory with the latest drivers and Operating System patches as they are released. This process ensures that new devices are ready for deployment at all times.

11.0 Client Engagement Proof of Concept

The Supplier supports and organizes numerous Client events that facilitate networking opportunities, and provides the sharing of best practice and the introduction of new and planned technologies. Some examples include: the sponsorship of industry-specific conferences (e.g. Education and Healthcare) mostly at the highest level, organizing Executive Briefings (the Supplier's Offices in North York and the Supplier's global Head Offices in Austin, Texas), the annual "Dell's Power To Do More" event, and the annual World conference and organizing K-12 Education Summits.

The Supplier's strategic relationships with its partners may allow them to leverage additional funding for the Clients to engage in pilot projects and proof of concepts to validate the benefits of specific solutions to their organizations.

Clients may have access to The Supplier's Solution Centre. This 12,000 square foot facility allows Clients to test and validate proof of concept solutions (e.g. VDI, BYOD Enablement) at no additional charge. Through the Client Solution Centre, the Supplier helps Clients strategize, architect, validate and build solutions. The Supplier's Account Team is the point of contact for Clients to get introduced to the Solution Centre.

The Supplier has pre-sales technical resources (both Client and phone based) assigned to OEM Clients. The role of these resources is to act as a validation point for all matters related to Client computing. These resources along with the dedicated account teams are well versed on all current and trending proof of concept solutions.

12.0 Supporting Learning

The Supplier plans to help its Clients transition to a flexible, on-demand, student-centred model. The Supplier's Education specialists and professional learning services will help educators transform teaching practices by:

- Empowering students in their learning;
- Empowering teachers to meet the needs of each student;
- Increasing the participation of parents and the community in learning processes;
- Creating a vision for a student-centered learning model;
- Defining a shared language for learning;
- Rethinking the use of space and furniture;
- Teaching staff how to transform lessons with applications and devices; and,
- Scaling their professional learning model across the district.

13.0 Other Supplier Services

The Supplier offers a wide variety of Service Resources, some at an additional cost, that are intended to enhance the overall Client experience that can include the following:

Custom Factory Integration ("CFI")

The Supplier's CFI portfolio consists of image / software factory integration, asset reporting, asset tagging, CD / DVD image restore media, hardware factory integration and BIOS customization.

Managed Deployment Services ("MDS")

The Supplier's MDS portfolio consists of bulk packaging, custom palletization, and date / time specific delivery, inside delivery and set-up, recycling and a wide-variety of customized staged delivery offerings.

Roadmaps and Product Updates

These are offered on a regular cadence and highlight when current devices will stop shipping, when transition devices will be available and information related to any new solutions that the Supplier will be introducing.

Client Quality Reports ("CQRs")

CQRs are delivered regularly as per the Supplier's and Clients' preferences. CQRs provide a 5-year purchase history and warranty-related dispatches for the past 12 months, in addition to Client-specific data about the overall reliability and warranty status of the Supplier's products in the fleet.

Reference Architectures

Blueprints for Client built solutions (e.g. VDI, server virtualization).

14.0 Other Related Service Resources

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other related Service Resources (e.g. emerging solutions, mobile device management systems, network efficiencies, security

consulting) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

15.0 Order Management

The Supplier shall support a variety of ordering methods, including but not limited to:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic commerce;
- Electronic Data Interchange ("EDI");
- Email;
- Fax;
- Phone (credit card orders only); and,
- Supplier's online ordering website/portal.

15.1 Online Ordering

The Supplier provides a secure user-friendly online ordering (e.g. website/portal) technology, available via desktop and mobile platforms (e.g. computer devices, smart phones) that will:

- Allow generic or individual user login ID and password;
- Provide a customizable landing page for an individual Client;
- Contain Resources specifically for an individual Client (e.g. unapproved Resources shall be blocked from access as requested);
- Feature search function to allow easy lookup (e.g. by description, specifications, manufacturer or device Resource part number);
- Include Agreement warranty options, Rates and net prices;
- Provide Agreement Rates and net prices for Resources;
- Provide acknowledgement, expected delivery date and status (e.g. any back orders/constraints);
- Include Supplier entered orders, on Client's behalf (e.g. against custom quotes);
- Provide support and technical information, including links to print drivers and updates;
- Provide access to reference manuals;
- Provide training material (e.g. videos) and documentation;
- Allow Clients to easily track their orders; and,
- Provide information related to website maintenance and other situations where orders will be impacted.

The Supplier's online functionality, backed by a dedicated online team, consists of the following:

- Detailed information on products and solutions;
- A customizable site aligned to the Clients' preferred EUC and Service Resources;
- Streamline ordering to simplify the purchase process to reduce errors;
- Manage users with ease;
- Control and track orders invoice information and download account history, all with robust reporting. Clients can choose from five (5) standard reports or create a custom report.

15.2 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. SAP, Oracle, and PeopleSoft).

When Clients implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange ("EDI"), the Supplier will provide reasonable technology and implementation support to Clients at no extra cost to the Client.

The Supplier will provide necessary support and meet the following requirements, at a minimum, to ensure smooth implementation for Clients using SciQuest or similar applications:

- Have access to internet;
- Complete SciQuest supplier registration documentation;
- Provide hosted or level-two punch-out catalogue of Resources for ordering through SciQuest;
- Support cXML or email purchase orders;
- Submit invoices via SciQuest portal;
- Have an email address to receive SciQuest communications (e.g. complete registration, receive email notifications"); and,
- Have available resources to manually submit invoices via the SciQuest provided portal.

The Supplier supports the following ERP solutions:

- Ariba;
- Coupa;
- eSchoolMall;
- GHX;
- IBX;
- Keteria;
- Oracle;
- PeopleSoft;
- Perfect Commerce;
- Quadrem;
- SAP;
- SciQuest;
- Skyward; and,
- Vinimaya.

The Supplier's Business Integration ("B2B")

PremierConnect is the Supplier's B2B eCommerce solution. It integrates Client's ERP systems with the Supplier's online portal. This helps to increase speed of procurement, lowers costs, maximizes accuracy and streamlines processes. The integration is a complimentary service the Supplier provides to Clients. The Supplier's dedicated B2B team will work with Clients to design, create and deploy a secure B2B solution.

15.3 Substitutions

In the event that a Device Resource is not available to fulfil the Client's order, the Supplier shall only substitute Device Resources upon approval from Client's designated personnel with those of equal or better functionality.

15.4 Delivery

Clients require various types of delivery from end user to central delivery locations. Clients may have more than one (1) delivery location within one (1) delivery address.

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, depot warranty) will not be accepted or paid.

Other customer delivery services, as stated in Appendix B, are available and may incur fees as mutually agreed upon between the Supplier and Client.

Resources will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information as set out in the Client purchase order or other Client provided information.

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

15.5 Lead-Time

Unless otherwise indicated, the maximum lead-time for Device Resource delivery is fifteen (15) Business Days from the date of order to Client's specified location.

15.6 Supplier's Stocking Locations

In Canada, the Supplier has over thirty (30) stocking locations for parts covering every major city with technicians surrounding those parts locations to provide onsite service. Stocking locations in Ontario include Thunder Bay, Timmins, Sault Ste. Marie, North Bay, Sudbury, Windsor, London, Toronto, Kingston and Ottawa.

The Supplier offers multiple configuration and fulfillment options such as build to order, quick ship, inventory stage and Client factory integration where a large portion of Clients choose to have their integration needs met.

15.7 Returns

The Supplier shall accept all Device Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge to the Client.

If a Client chooses to return a Device Resource, the Client must return such Resource within thirty (30) days unless an exception to this policy is considered. To initiate a return, the Client can contact the Sales Team (Inside Sales Representative or the core the Supplier's Account Executive) who will request the appropriate Return Merchandise Authorization ("RMA") and the Return Shipping Label. The Client attaches the Return Shipping Label to the package and contacts the courier (as per the Supplier's instructions) to make arrangements to have it picked up.

16.0 Invoicing

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Client after Resources have been shipped to Client's designated location.

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client purchase order or other Client provided information, shall be itemized and should contain the following information:

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Order date;

- Detailed description, serial number (if applicable) , quantity and Rate or net price of Resources invoiced;
- Type of Device Resource (e.g. desktop, mobile, accessory, peripheral, other Device Resources or Service Resource) , if applicable;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

16.1 Payment Terms and Methods

Flexibility in payment processes is required. The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing Client Supplier Agreements.

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

The Supplier shall accept payment from Clients by cheque, P-Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no additional cost to the Client.

16.2 Electronic Fund Transfer

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes

17.0 Incentives to Clients

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

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

The financial incentives the Supplier and Client agree to shall be incorporated into the Client Supplier Agreement and reviewed and adjusted (e.g. annually), as required.

18.0 Client Support

The Supplier shall provide effective support to Clients including, but not limited to:

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution. The Supplier shall provide an organization chart of the Supplier's representatives available to them;
- An escalation process, with contact information, to support resolution to outstanding issues;

- An entire sales force well versed in the details of the resulting Agreement;
- Technical support seven (7) days a week, twenty-four (24) hours per day;
- Easy access to the Supplier (e.g. by online, chat, toll free telephone number, email, voicemail, and fax");
- Responding to Client's inquiries (e.g. to day-to-day activities, purchasing portal queries, hardware refreshes/device Resource changes) within one (1) Business Day;
- A **designated single point-of-contact** for:
 - Returns, or defective Device Resources and warranty support;
 - Invoice issues and or resolution; and,
 - Technical assistance
- Promote the use of technology innovation to facilitate excellent Client experience;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend quarterly business review meetings with Clients, to discuss various aspects of the business relationship including services activities;
- Provide reports and or access to online reports, upon request;
- Support co-ordinated bulk purchases - OEM and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time at any time during the Term of the Agreement. If this occurs, OEM or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 2.14.4. OEM or the Client will ensure reasonable lead-times for bulk purchases are requested; and,
- Manage device Resource model changes - the Supplier shall ensure that in the event a proposed device Resource or a device Resource part becomes unavailable and a replacement is proposed, OEM and the Client will be provided with the reason why, and the replacement device Resource or part shall have as a minimum, equal or greater functional capabilities/specifications and EPEAT rating, than those of the retiring device Resource or part.

18.1 Reporting to Clients

The Supplier shall be responsible for providing various monthly reports to Clients. Flexibility in reporting processes is required (e.g. available through the Supplier's portal or pushed out to Clients if requested).

The purchase activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Delivery address;
- Invoice date and number;
- Client's purchase order number and date, if applicable;
- Detailed (EUC or Service) Resource description;
- OEM name;
- Supplier's part number;
- Order quantity;
- Unit price;
- Unit of measure; and,
- Subtotal, HST and total.

Clients may require other reporting, such as those set out below. The details of other Clients reporting requirements would be set out in the Client Supplier Agreement.

- Client Quality Reports;
- Service History;
- Order Status;
- Packing Slips;
- Executive Briefing;
- Service Tag;
- Warranty;
- Shipping and Delivery SLA;
- Warranty Dispatch;
- Order Tracking; and,
- Asset Report.

Customized reports are available as requested. This engagement process starts with a request from the Client.

18.2 Client Satisfaction

Understanding that each Client is different, the Supplier, with OEM's support, will perform Client satisfaction surveys at mutually agreed upon times throughout the Term of the Agreement. The survey should be focused on, but not limited to:

- Client support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (e.g. is the Supplier meeting SLA).

18.3 Net Promoter Score

The Supplier uses a Net Promoter Score ("NPS") to measure the Client experience and understand the Clients' likelihood of recommending the Supplier to others; the ultimate measure of their experience and the Supplier performance. NPS is a globally recognized metric developed by Satmetrix, Bain and Company and Fred Reichheld that is used to gauge brand loyalty. NPS is not a satisfaction percentage but a score determined by subtracting the percentage of Clients that are detractors (<7/10) from the percentage that are promoters (9 or 10/10). This generates an NPS between -100 and 100.

19.0 Agreement Management Support to OEM

OEM will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Assigning an OEM account executive responsible for overseeing all aspects of the delivery and support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;

- Attending, at a minimum, quarterly business review meetings with OEM to review the following and the Supplier's Performance Management Scorecard results, and if necessary, act upon:
 - The previous quarter's performance management scorecard (e.g. SLAs);
 - Client Supplier Agreements and upcoming opportunities will be identified to OEM (active and those pending);
 - Resources and potentially other related EUC and Service Resources to support Client's business requirements;
 - Issues and opportunities for improvement;
 - Device Resource lifecycle management;
 - Industry trends, new technology/innovation;
 - Service Resource improvement plans;
 - Service delivery processes;
 - Operational activities;
 - Status of outstanding issues/complaints;
 - Monitor performance management compliance;
 - Quick quotes requested and issued;
 - Savings (based on OEM's selection of up to seven (7) Clients per quarter);
 - Client satisfaction survey and NPS results;
 - Financial incentives;
 - Environmental performance;
 - Resource forecasts;
 - Issues encountered and resolution resolving issues;
 - Proposed improvements to Resource provision;
 - Cost reduction ideas;
 - Potential enhancements to Key Performance Indicators ("KPIs") and SLAs; and,
 - Inventory management/audits/upcoming issues/opportunities.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues");
- Monitoring, managing and reporting pricing, , Client satisfaction and NPS results and Client Supplier Agreement status; and,
- Timely submission of reports showing invoiced Resources, and other ad hoc reports as required.

A dedicated liaison, the Supplier's Business Development Manager ("BDM"), will be assigned for the full term of the agreement. The BDM will work with OEM to review all aspects of the new agreement and establish the processes needed to cover the internal requirements within the first thirty (30) days.

Escalation – The Supplier account teams, who have consistent communication with clients, own the escalation process. Clients will receive continual updates until their issue is resolved.

Internal training will be provided on an ongoing basis, including amendments, Client-Supplier Agreement onboarding, to ensure everyone is up to date with respect to the offerings, benefits and compliance.

19.1 Agreement Promotion

The Supplier shall promote the Agreement as set out below within the Client community by:

- Identifying and marketing the resulting Agreement as a vehicle for the acquisition of Device Resources without the Client having to perform an individual tender for similar Resources (e.g. advising Clients about the fair, open, transparent and compliant process OEM carried out aligned with the BPS Procurement Directive);
- Executing Client Supplier Agreements with interested Clients; and,
- Providing excellent Client and technical support.

19.2 Performance Management

During the quarterly business review, OEM will review the KPIs and SLAs as described in Section 3.06 of the Agreement, with the Supplier.

The Supplier's scores shall be totaled for all KPIs, and the resulting score (i.e. unacceptable, fair, acceptable, very good, and excellent) will be used when contemplating Agreement activities (e.g. when a Supplier seeks a Rate increase and its performance score is only acceptable – OEMC may only allow for a portion of the requested Rate increase if any at all. If, however, the Supplier's performance score is excellent, OEMC would more likely accept the requested Rate increase ensuring it follows the agreed upon process).

The Supplier's performance management score will be used by OEMC when contemplating Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate request due to substantial fluctuations in foreign exchange rates as published by Bank of Canada;
- The approval or rejection of Supplier request to add other Resources to the Agreement;
- Agreement extensions; and,
- The award of future OEMC agreements.

During the first one-hundred and eighty (180) days of the Agreement, the Supplier shall collect and report agreed upon KPIs to OEMC for review of KPIs or SLAs compliance. After this period, the Supplier shall collect and report the agreed upon KPIs on a quarterly basis to OEMC and they will be used to measure the Supplier's performance throughout the Term of the Agreement.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements.

Client may, when executing a Client Supplier Agreement, seek other KPIs and SLAs.

20.0 Environmental Performance

Clients and OEMC promote environmentally responsible practices to minimize environmental impact as it relates to the Resources in this Master Agreement.

The Supplier shall report annually on its environmental performance during the Term of the Agreement.

20.1 Environment – Reducing Carbon Footprint

The Supplier's Zero Carbon Initiative strives to maximize the energy efficiency of the Supplier's products and over time offset their carbon impact.

The Supplier has committed to reducing the Supplier's Greenhouse Gas ("GHG") emissions in operations, logistics, and Resource use.

Because power generation from carbon sources results in greenhouse gas ("GHG") emissions, the Supplier has established programs to reduce its energy use and to use renewable energy sources.

The Supplier has focused efforts at reducing GHG emissions in the following ways:

- Designing energy-efficient products;
- Through datacenter retrofits and carbon offset programs;
- Reducing emissions from the Supplier's Operations;
- Implementing initiatives in the Supplier's Manufacturing; and,
- Reducing emissions from the Supplier's operations.

20.2 Environment – Reduce and Recycle

The Supplier helps the Clients minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling. The Supplier also aims to reduce environmental impacts throughout the sustainability lifecycle as outlined in the previous sections.

The Supplier offers innovative programs like “Plant a Tree” carbon dioxide offset program. This helps Clients reduce their carbon footprint by offsetting the carbon dioxide emissions related to the use of Resources by helping to regrow and protect forests.

The Supplier’s asset resale and recycling services include all aspects of the decommissioning process — from planning, packaging, and pickup, to sorting, destructive data overwrite, value recovery, reuse and documented and responsible disposal for owned and/or leased equipment. The Supplier’s services allow Clients to place as much care and emphasis on the proper management of decommissioning technology as they do on the acquisition and ongoing support of these assets.

20.3 Sustainability

In 2012 the Supplier launched its 2020 Legacy of Good Plan. This commitment was a first step toward a new sustainability strategy for the Supplier. The plan brings the rest of that strategy into focus and sets the trajectory for how social and environmental sustainability will become an accelerator for successful and sustainable Client and societal outcomes for years to come. Please see <http://www.dell.com/learn/us/en/uscorp1/2020-goals> for the Supplier full Corporate Responsibility report.

21.0 Business Continuity

Business continuity is vital to the Supplier’s business success and the success of the Clients. Overall guidance for the Supplier’s program is provided by the Global Business Continuity Office (“GBCO”) and is led by staff experienced in business continuity practices. The GBCO assists business units to avoid, prepare, and recover from a business interruption.

Disaster Recovery

Disaster recovery is also an integral part of The Supplier’s business continuity program and the IT Disaster Recovery team operates a rigid schedule of testing for all of The Supplier’s critical applications. To ensure the Client data and the Supplier’s operational data are maintained to the highest possible secure standards, The Supplier’s Disaster Recovery Policy is in place so the Clients can have the greatest confidence in the Supplier’s information security practices.

21.1 Business Continuity Plan

The Supplier’s Business Continuity Plan (“BCP”) addresses key areas such as:

- Strategies that mitigate the impact of short- and longer-term supply chain interruptions to ensure that the Supplier’s meet the Clients’ Service Level Agreements. The Supplier has multiple geographically dispersed suppliers for the same parts and the Supplier’s large volume purchase commitments offer Clients priority allocation;
- Updating the Supplier’s Call Trees and general escalation procedures every three months;
- Developing, reviewing and revising the Supplier’s Client notification processes; and,
- Scenario planning including the loss of life from pandemic circumstances, loss of infrastructure, loss of a site or region, critical internal and external dependencies, critical applications, vital documents and recovery procedures.

21.2 Contingency Planning

The Supplier’s Global Business Continuity Plan (“GBCP”) is designed to mitigate the risks of unexpected business interruptions. The Supplier’s Crisis Management Program (“CMP”) and Business Continuity Planning strategies ensure continuity of The Supplier’s operations. The Supplier has multiple geographically dispersed manufacturing plants, parts depots, distribution centres with strategically-planned Resource inventories that ensure the Supplier’s ability to guard against unforeseeable disruptions.

The CMP addresses the processes to recover from disasters such as the inability to access a facility, personnel loss and the loss of systems and equipment resulting from a flood, fire or weather-related catastrophes. It specifies the communication actions and detailed tasks that must be performed at the time of the crisis and the period of time immediately following the occurrence to enable business operations to continue.

21.3 Disaster Recovery and Business Continuity

The Supplier shall provide to OECM and/or Clients upon request, provided that a valid NDA is in place, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

22.0 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Device Resources. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where the 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 the Agreement, execution of the Agreement by OECM shall not be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

23.0 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are onsite as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the Ontario Occupational Health and Safety Act.

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

24.0 Client Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier shall provide OECM and the Client with Clients' historical spend (e.g. previous order history) prior to the effective date of Agreement if applicable.

25.0 Client Centered Value Adds

a. Supplier Professional Learning ("PL") Credits:

OECM Education Clients will receive PL Credits on their purchases. The total value of these credits is dependent on the number of devices purchased. For example:

- Onsite Day for Teachers = 280 devices purchased = 1 Day
- Strategic/Executive/Leadership Consulting = 280 devices purchased = 1 Day
- Virtual Course = 280 devices = 1 three week course

Notes: Does not include Chromebooks. All PL services can be aligned to provincial or International Society for Technology in Education ("ISTE") standards. To initiate these credits, Supplier and the OECM Client must develop a Training Plan outlining the Board's PL goals and targeted courses. Courses can be customized. Standard courses and details are provided.

b. Classroom of the Future Contest:

Supplier and the Supplier partners will fund a contest awarding \$30,000 of equipment per year to a school demonstrating the "Classroom of the Future". This will be run with OECM for OECM Clients.

c. Connecting IT to Teaching and Learning Conference:

Supplier will hold an annual event for the education community in 3+ locations across the country to promote the effective use of IT in teaching and learning. OECM Clients will get priority invitations to this event and will be invited to a pre-event dinner the evening before.

d. Microsoft in the Classroom Sessions:

Supplier will facilitate 1 Microsoft in the Classroom session for every 500 Windows 10 devices purchased for OEMC Clients.

e. Self-Maintainer Program/Tier II Tech Direct:

Supplier will cover the cost of this program (\$1,500 per Client annually) so that Clients can obtain certification and reimbursement for the self-maintenance work they perform.

f. Supplier Professional Services - Consulting Workshops:

No charge Workshops to OEMC Clients. This is an excellent opportunity to address key technology and related business challenges and drive cost efficiencies throughout Clients' organizations. See attachment Supplier Services IT Consulting for an example.

g. Technical Seminars:

Supplier will host 6 local seminars throughout the year free for OEMC Clients. Topics to be aligned with Client's requirements (e.g. Windows 10, image building, etc.).

h. Case studies:

Supplier will work with OEMC Clients to develop two case studies per quarter to help promote the excellent work they are doing within their organizations and communities.

i. Member Purchase Program (MPP):

Supplier will provide Member Purchase Program pricing to employees of OEMC Clients. Based on the current program, employees will receive Supplier's best home use price with savings of up to 30% depending on Supplier promotions, plus 5% loyalty rewards, free shipping, and exclusive member offers. Reporting and payment of Cost Recovery Fees for sales through the MPP are not applicable.

APPENDIX B – RATES

Rates are set out in a separate Microsoft Excel file.

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

Rates for:

- EUC Resources are the minimum percentage discount off the Supplier's published Canadian web list price or the Supplier's list price or the Manufacturer's Suggested Retail Price ("MSRP"). Such list price may fluctuate from time to time and are not fixed. The net price paid by a Client will be determined by multiplying the Rate by such list price ("net price" or "net pricing", as applicable). Where the Client requests a quote for a net price from the Supplier, such quote will be valid for six (6) months for non-third party EUC Resources. For third party EUC Resources, such quote will be valid until the next April or October, whichever occurs first; and,
- Services Resources are maximum Rates that are firm until October 2017.

The Supplier may request a Service Resource Rate refresh twice per year thereafter. Refreshed Service Resource Rates shall be updated in April and October annually, if agreed upon by OEM, and shall remain firm until the next pricing refresh period.

The Supplier may, at any time during the Term of the Agreement, propose better Rates (i.e. better minimum percentage discounts for EUC Resources or lower net Rates for Service Resources).

Any Rate refresh request from a Supplier must be supported and accompanied by appropriate documentation (i.e. detailed calculations, individual Client impact analysis), and the requested Rate adjustment for Service Resource Rates.

The Supplier shall provide a written notice to OEM at least sixty (60) days prior to the first of April and October, if requesting a Service Resource Rate refresh.

OEM will not consider any fixed costs or overhead adjustments in its Rate review. As part of any review OEM will only consider Rate adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by Bank of Canada or shortages in materials, increases in the costs of manufacturing materials or components or other factors beyond the reasonable control of Supplier or ordinances. OEM may also incorporate a third party index (e.g. Consumer Price Index) in its Rates review.

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

- 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 as of August 2016 is one-point-two-nine-eight-two-seven-five-four-nine (1.29827549);
- 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;
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Agreement management performance (i.e. performance management scorecard, KPIs, SLAs, quality, Resource provision, response time and reporting) will be considered by OEM when contemplating a pricing refresh.

Clients require a thirty (30) days prior notice on any Rate change. If for any reason, the Supplier and OEM cannot agree on the new Rates within the specified timeframe, such Rates shall not be adjusted until the next opportunity (i.e. the following April or October) at OEM's sole and absolute discretion.

If Rate increases for Service Resources are agreed upon between OEM and the Supplier, the new Rates would only be applicable to Resources ordered after the amendment effective date of the agreed upon Rate change.

If, however, a Rate refresh is not requested, the Service Resource Rates from the previous (six (6) month) period shall remain in effect for the next period (e.g. the following six (6) months).

If for any reason, the Supplier and OEM cannot agree on the new Rates within the specified timeframe, such Rates shall not be adjusted until the next opportunity (i.e. the following April or October) at OEM's sole and absolute discretion.

If, however, a Rate refresh is not requested, the Rates from the previous (six (6) month) period shall remain in effect for the next period (e.g. the following six (6) months).

Agreement will be amended accordingly.

If a proposed Rate increase cannot be mutually agreed upon between OEM and the Supplier, and Supplier still desires to increase the Rates, OEM may terminate the Agreement by providing six (6) months' notice.

Decreases to any Rate shall be accepted at any time during the Term of the Agreement. Supplier may provide special promotional Rates for limited periods of time. Certain online Rates offered (i.e. Supplier's Day of the Deals) will be temporary specials only.

OEM will monitor the Suppliers Resource Rates on a monthly basis, as set out below:

| Measure | Activity | Report/Action |
|--|---|---|
| Initial Resource net price versus maintenance Resource net price | Review monthly Resource Rates (i.e. Supplier's selling price, percentage discount and net Rate) percentage increases/decreases against previous months Resource Rates | Report monthly, review quarterly and if necessary, discuss consistency and possible adjustment to Rates |

List of Product & Services Available

| Category | Products |
|----------------------------|--|
| Fixed Workstations | Desktops, all-in-ones, workstations, thin clients, and Cloud desktops. |
| Mobile Devices | Laptops, mobile workstations, tablets and 2-in-1 PCs. |
| Chrome devices | Chrome devices |
| Accessories | Monitors, interactive displays, SMART TVs, charging carts, docking stations, graphic cards, memory modules, replacement batteries, security locks, and others. |
| Services | Configurations, , managed deployments, and professional services. |
| Projectors | Projectors (including interactive projectors) |
| Printers & Scanners | Small office printers and scanners. |
| Networking | Switches, routers, cables, controllers, access point management systems, adaptors, and others. |
| Storage | Flash storage, Cloud storage, controllers, storage management and others. |
| Servers | Tower servers, rack servers, Blade servers, chassis, server appliances, and others. |
| Data Protection & Security | Data backup, protection applications, security solutions, security applications, and others. |
| Application | Virtualization applications, development platform, Cloud computing applications, and others. |
| Custom Delivery Services | Custom delivery requirement rates. |

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

Ordering Through Resellers. Client has requested that it be permitted to purchase certain EUC Resources through Zycom Technology Inc, an authorized reseller of Supplier the "Reseller". Supplier consents to such request and agrees that Client may submit orders for EUC Resources through the Reseller. With respect to any such purchases, the terms and conditions of the CSA will apply to such EUC Resources, apart from the terms and conditions relating to ordering, timing of delivery, invoicing and payment or any other terms applicable to the task that falls to the Reseller. If Client purchases Infrastructure Resources that consist of EMC branded storage products from the Reseller, to account for the differences in the way such storage products are used and supported, the Reseller may provide, link to or highlight to Client certain use, warranty and service terms that are applicable to such storage products. Unless acting under the direction of the Supplier, the Supplier will not responsible for any act or omission of the Reseller

[End of Client-Supplier Agreement]