

EQUIPMENT LEASING AGREEMENT

Delivery Date

Lease No. **712350**

Lessee	Town of Fort Frances			
Co-Lessee				
Address	Street 320 Portage Ave	City Fort Frances	Province ON	Postal Code P9A 3P9
Contact	Name Jeremy Hughes	Phone (807) 274-5323	Email Address jhughes@fortfrances.ca	

LEASE DETAILS

Supplier	Thunder Bay Xerographics Inc.			
Equipment	Qty 1 1	New/ Used/ Refin/ Refurb New New	Year/Make/ Model/ Serial Number 2020 Xerox Altalink C8155 with Accessories 2020 Xerox Altalink C8130 with Accessories	
Equipment Address	(If different than above)			
Replaced Contract	Existing Lessor		Replaced Contract (Number)	
Lease Payment	Term (In Months) 66	No. of Payments 22	Frequency Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/>	Lease Payment \$600.00 Plus Applicable Taxes
Schedules				

TERMS & CONDITIONS

1. **LEASE AND LEASE PAYMENTS.** Lessor hereby leases the equipment described above or in any Schedule attached hereto including all parts, accessories, replacements, and additions and accessions, now and hereafter relating thereto or affixed thereon (collectively, the "Equipment") to Lessee on the terms and conditions contained herein and elsewhere as is described in Section 4 below (collectively the "Lease"). Capitalized words not defined herein refer to terms appearing above. This Lease shall commence on the Delivery Date (as defined below) and shall continue from the Delivery Date for the number of months specified as the Term. Lessor will advise Lessee of the date that the Lease Payments shall commence, which may be the first or the fifteenth of the month following the Delivery Date or some other date. Lessee unconditionally agrees to pay Lessor, in advance, the number of Lease Payments, in the amounts set out above together with all applicable taxes and with the Frequency set forth above. Lessee's obligation to pay all Lease Payments and other sums due hereunder shall be absolute and unconditional and to the fullest extent permitted by applicable law shall not be affected by any circumstance whatsoever, it being the intention of the parties that all Lease Payments and other sums due hereunder shall continue to be payable by Lessee in all events and in the manner and at the times provided hereunder. Lessee cannot cancel or terminate this Lease for any reason. Lessee shall not at any time be entitled to prepay any Lease Payments due hereunder.

2. **TITLE.** Title to and ownership of the Equipment shall at all times be and remain vested in Lessor and shall not at any time pass to Lessee. Notwithstanding that Lessor has title to the Equipment during the Term of this Lease, Lessor shall not be liable for any loss, cost, expense or damage of any kind or nature whatsoever caused directly or indirectly by the Equipment or its use, operation or ownership or for any loss of business or other damage whatsoever and howsoever caused.

3. **ACCEPTANCE OF EQUIPMENT.** Lessee acknowledges that the Equipment has been purchased from the vendor by Lessor at the request of and in accordance with the instructions of Lessee. Lessee represents to Lessor that the Equipment has been (or will be) delivered to Lessee; that the Equipment has been (or will be) assembled and installed, is ready for use, is in satisfactory operating condition; and, is fit for all of Lessee's purposes. **LESSEE ACKNOWLEDGES THAT THE EQUIPMENT HAS BEEN ACCEPTED FOR THE PURPOSES OF THIS LEASE BY LESSEE ON THE DELIVERY DATE SET OUT ABOVE OR IN A SEPARATE CERTIFICATE OF ACCEPTANCE.**

4. **ENTIRE LEASE AGREEMENT.** **THIS LEASE INCLUDING ANY SCHEDULES SPECIFIED ABOVE ("Schedules") AND THE STANDARD LEASE TERMS AND CONDITIONS ACCESSIBLE ONLINE AS DOCUMENT NUMBER: 352J38Z AT WWW.SEEMYTERMS.COM ("Standard Lease Terms") CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASE OF THE EQUIPMENT** and supersedes all prior agreements or understandings, oral or written, with respect thereto and shall not be modified or amended except by written agreement signed by the parties. Any Schedules and the Standard Lease Terms are hereby incorporated into this Lease by this reference. This Lease shall not become binding upon Lessor until accepted by Lessor, as evidenced by, among other things, Lessor's payment to the vendor for the purchase of the Equipment. In the event this Lease involves 2 or more Lessees ("Co-Lessees"), each Co-Lessee will be held jointly and severally liable under the terms and conditions of this Lease including for all amounts due or becoming due under this Lease. If any provision of this Lease is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Lease. Lessee agrees that any photocopy, faxed copy or other reproduction of this Lease as executed by Lessee shall be binding on Lessee to the same extent as an originally executed version of this Lease, and Lessor's photocopy, faxed copy or reproduction of this Lease may be used by Lessor in any court proceeding. The parties agree that this Lease and all documents related thereto be written in the English language. Les parties aux présentes conviennent que ce Lease et tous les documents s'y rattachant soient rédigés en anglais.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease. **LESSEE ACKNOWLEDGES THAT LESSEE HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LEASE, ANY SCHEDULES AND THE STANDARD LEASE TERMS ACCESSIBLE ONLINE AS DOCUMENT NUMBER: 352J38Z AT WWW.SEEMYTERMS.COM.**

LESSOR : DE LAGE LANDEN FINANCIAL
SERVICES CANADA INC.

LESSEE: Town of Fort Frances

CO-LESSEE:

By:

Name:
Title:

By:

Name:
Title:

By:

Name:
Title:

STANDARD LEASE TERMS AND CONDITIONS

1. **Applicability.** These Standard Lease Terms and Conditions apply to and form an integral part of that certain Lease between the parties for the lease of Equipment as is described therein.
2. **Other Important Terms.** Lessor is not responsible for Equipment failure or the vendor's acts or representations, or for any service, repairs or installation. Lessee agrees there are no representations, warranties or conditions (express, implied or otherwise) whatsoever from Lessor with respect to the Equipment. To the extent that they are assignable, Lessor assigns to Lessee for the Term, without recourse to Lessor, all warranties from the vendor in respect of the Equipment. Lessee shall use the Equipment solely for business and commercial purposes and not personal or household purposes. Lessee shall use Equipment in a careful and prudent manner and not for any unlawful purposes and shall, at Lessee's expense, comply with and conform to all applicable laws, and manufacturer or vendor recommendations relating to the possession, use and maintenance of the Equipment. Lessee may not move the Equipment from the address set out on the Lease without the prior written consent of Lessor. Lessor shall have the right during normal business hours to enter Lessee's premises to inspect the Equipment. Interest on any Lease Payments or other sums due hereunder which are past due shall accrue at the rate of 29% per annum calculated daily and compounded monthly from the due date until paid in full and shall be payable on demand.
3. **Software.** Any software that is supplied to Lessee in conjunction with its lease of the Equipment hereunder is licensed to Lessee only and Lessee shall not acquire any proprietary interest in such software by virtue of this Lease. Lessee agrees to be bound by the license agreement in respect of such software and any warranties in respect of such software are only those set out in the license agreement. Lessor shall have no liability for the performance of the software manufacturer's or licensor's obligations under the license agreement.
4. **Installation and Repair.** Lessee shall, at its expense, by a party acceptable to Lessor, be responsible for (a) Equipment delivery, installation, de-installation and re-delivery, (b) Equipment maintenance, servicing and repair (including replacement parts) ("**Maintenance**"), all in accordance with the manufacturers' specifications, and (c) keeping the Equipment in good repair, condition and working order. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. All such alterations, additions or improvements shall be at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made.
5. **Net Lease.** All costs and expenses relating to the Equipment or its use, Maintenance or possession shall be borne by Lessee, including all taxes and all fees, charges, claims and fines incurred or arising in connection with the Equipment's registration, licensing or operation. The Lease Payments and other amounts payable hereunder shall be absolutely net to Lessor, free of all deductions, expenses or outgoings of any kind or nature. If Lessee fails to perform any of its obligations hereunder, Lessor may do so on Lessee's behalf and shall be entitled to immediate reimbursement from Lessee, without prejudice to any other of Lessor's rights or remedies and Lessee appoints Lessor its lawful attorney for such purposes. Lessee authorizes Lessor to amend this Lease: (i) by increasing or decreasing the Lease Payment by not more than 15.0% if the cost of the Equipment or applicable taxes is more or less than the vendor's quoted estimate; and/or (ii) by adjusting the Lease Payments up to a maximum of 3.0% of each Lease Payment in the event that there occurs a change in market conditions that affect the pricing assumptions of Lessor between the date this Lease was prepared and the date this Lease is accepted by Lessor. In the event that such change(s) is/are made, and notwithstanding the provisions contained in Section 4 of the Lease, Lessor shall by written notice to Lessee indicate the adjustments made to the Lease Payments.
6. **Termination and Renewal.** At the end of the Term (or any renewal) Lessee agrees to immediately deliver the Equipment to Lessor, at Lessee's expense, in the same condition as when delivered, ordinary wear and tear excepted, to any location specified by Lessor. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, reasonable wear and tear excepted, Lessee will immediately reimburse Lessor for all such costs or expenses. Lessee acknowledges that certain items of Equipment may have the capacity of storing data. Lessee is solely responsible for the treatment of such data and for selecting an appropriate standard for the removal of any data at the end of the Term to comply with Lessee's business needs and applicable law. If Lessee does not return the Equipment, then this Lease shall automatically renew for additional consecutive terms equal to the Frequency set forth on the Lease, and the Lease Payments shall thereafter be due, each in an amount equal to the amount of the Lease Payment paid during the Term. During the renewal period, either party may cancel this Lease by providing 60 days prior written notice to the other party. All other terms and conditions contained in this Lease will remain unchanged.
7. **Insurance.** Lessee hereby assumes the entire risk of loss, confiscation, theft and damage to or destruction of the Equipment or interruption or loss of use of the Equipment, in whole or in part, from and during delivery of the Equipment until the later of the expiration of this Lease and the return of the Equipment, and no such loss, confiscation, theft or damage shall relieve Lessee of its obligation hereunder. Lessee shall keep the Equipment insured against all risks of loss in an amount at least equal to its replacement cost and shall list Lessor as first loss payee on such insurance. If the Equipment is, in Lessor's opinion, an actual or constructive loss, Lessor shall be entitled to retain its Liquidated Damages (as defined below) from the insurance proceeds and, if such proceeds are less than the Liquidated Damages, Lessor may recover any shortfall from Lessee. Lessee agrees to notify Lessor forthwith of any loss or destruction of the Equipment. Lessee shall also maintain comprehensive public liability insurance naming Lessor as an additional insured with coverage and in amounts acceptable to Lessor. Lessee shall provide Lessor with proof of all insurance. In addition, the insurance shall contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms or cancellation of the policy. If Lessee does not give Lessor such proof of insurance in accordance with this Section, Lessor shall have the right, but not the obligation, to obtain other insurance at Lessee's expense.
8. **Representations.** Lessee represents, warrants and covenants that: (a) if Lessee is not a natural person it is and will continue to be validly formed, organized and existing and in good standing; (b) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary action of Lessee, (ii) not being in conflict with any applicable law, the constating documents, resolutions or by-laws of Lessee or any agreement or undertaking; and, (c) this Lease is and will continue to be the legal, valid and binding obligation of Lessee enforceable against it and effective against its creditors in accordance with its terms.
9. **Transfer, etc.** Lessee shall not transfer, sell, sublease or assign either the Equipment or any rights or benefits under this Lease, whether directly or indirectly, without the prior written consent of Lessor. Lessor may sell, assign, or transfer this Lease and the Equipment; any transferee shall have the same rights and benefits as the original Lessor but will not have to perform any of Lessor's obligations; transferees shall not be subject to any claims, defences or setoffs that Lessee may have against any predecessor Lessor or any other person. Lessee shall not allow the Equipment to become subject to any claim, privilege, lien, charge, levy, encumbrance, security interest, mortgage, pledge, hypothecation or other right in favour of any person (in any such case an "**Encumbrance**") unless such Encumbrance is caused by Lessor.
10. **Indemnity.** Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs, fees, liabilities, claims, legal proceedings and expenses (including legal fees and disbursements on a full indemnity basis) whatsoever arising in connection with this Lease, any License, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, loss, damage, disposal or return of the Equipment, taxes, any use or operation of Equipment which infringes any intellectual property right of any person, any Default, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabling of Equipment.
11. **Contract Replacement.** If Lessee has a rental or lease contract that is being terminated and replaced by this Lease (as indicated on the face hereof), Lessee hereby acknowledges and consents that the payout amount owed under such Replaced Contract has been prorated and included in the Lease Payments payable under this Lease. Lessor assumes no responsibility for the accuracy of the amounts claimed to be owing under any such Replaced Contract. Lessee authorizes and directs Lessor to pay the payout amount directly to Existing Lessor as payment towards Lessee's payment obligations to Existing Lessor under the Replaced Contract. Lessee hereby indemnifies Lessor from any and all liability for any additional charges that are due or may become due over and above the payout amount and notwithstanding payment of the payout amount to Existing Lessor by Lessor hereunder, Lessee shall remain solely liable for the payment of all monies due under the Replaced Contract.
12. **Default.** A default by Lessee (a "**Default**") occurs if: (a) Lessee fails to make any Lease Payment or pay any other amounts due under this Lease when due; or (b) Lessee fails to perform any other obligation to be performed under this Lease; or (c) any default occurs under any other contract between Lessor and Lessee or under any agreement between Lessee and any other person; or (d) any representation or warranty of Lessee made herein or in any instrument or document delivered to Lessor in connection herewith is false or misleading; or (e) Lessee or any guarantor of Lessee's obligations under this Lease ("**Guarantor**") makes an assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, is subject to a change in control in fact or in law or seeks any arrangement or composition with its creditors; or (f) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee, Guarantor or their respective property; or (g) an event occurs which, in the opinion of Lessor, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business, operations, status, assets, liabilities or prospects of Lessee, Lessee's ability to perform any obligations hereunder, any other obligation under any other agreement with Lessor, or on the rights and remedies of Lessor hereunder or thereunder; or (h) any Guarantor of Lessee's obligations hereunder breaches, disputes or seeks to determine its obligations under its guarantee or to terminate its guarantee or becomes subject to any of the events in clause (g) of this Section.
13. **Remedies.** Upon the occurrence of a Default set forth above and at any time thereafter, provided that such Default is then continuing, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Lease to be in default and declare all Lease Payments and other amounts owing hereunder to be immediately due and payable; (b) terminate this Lease; (c) enter upon the premises where the Equipment is located and take possession of the Equipment without demand or notice wherever the same maybe located, without any court order or other process of law, Lessee hereby waiving any and all damages occasioned by such taking of possession; (d) sell, lease or otherwise dispose of such Equipment for such consideration and upon such terms as Lessor may, acting reasonably, deem fit; and (e) give notice to Lessee that it intends to proceed forthwith to the recovery of Liquidated Damages (as defined below), which as between the parties shall be conclusively deemed to be a genuine pre-estimate of the damages suffered by Lessor in the circumstances and not a penalty and which Liquidated Damages (as defined below) shall be the aggregate of: (i) all amounts then due and unpaid including Lease Payments, taxes, interest and fees; (ii) the present value of the remaining Lease Payments and all other amounts which are scheduled to be paid during the balance of the Term or any extension or renewal thereof discounted at a rate of 2% per annum; (iii) any costs due to collection, legal fees, repossession and other realization costs incurred by Lessor; and (iv) the fair market value of the Equipment at the end of the Term or any extension or renewal thereof which shall be determined by Lessor on a commercially reasonable basis (collectively, the "**Liquidated Damages**"). In the event the Lessor sells, re-leases or otherwise disposes of the Equipment, such disposition proceeds shall be applied to the Liquidated Damages and to all other amounts owed by Lessee under any other agreement or contract with Lessor and Lessee shall be liable for any deficiency. The foregoing remedies shall be in addition to any other rights which Lessor may have at law or in equity or under this Lease. All rights and remedies or Lessor hereunder are cumulative and not exclusive or alternative and may be exercised by Lessor successively, separately or together in any order or sequence or combination.
14. **Charges.** Lessee shall pay to Lessor, on demand, Lessor's prevailing fees and all costs and disbursements (including legal fees and expenses) assessed by Lessor as due or as having been incurred or made in connection with the rendering of financial, administrative or other services under this Lease or any Schedule or in connection with the enforcement or preservation of any right or remedy arising on a default under this Lease.
15. **Further Assurances.** Lessee shall do all things and execute and obtain all documents as Lessor may require to give effect to or better evidence this Lease including financing statements, acknowledgments required by any assignee and waivers or subordinations from Lessee's landlords or creditors.
16. **Survival.** Notwithstanding any other Sections hereof, all obligations of Lessee under Sections 4, 5, 6, 10, 11, 13, 14, 16, 17 and 18 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all Lease Payments or other payments by Lessor.
17. **Governing Law.** This Lease shall be interpreted and enforced in accordance with the laws of the Province in which the Equipment is located and the federal laws of Canada applicable therein, without regard to conflict of laws principles. To the extent not prohibited by law or statute, Lessee hereby waives the benefit of all provisions of all applicable conditional sales, regulatory, credit and other statutes and all regulations made thereunder in any applicable jurisdiction which would in any manner affect, restrict or limit the rights and remedies of Lessor hereunder, including, without limiting the generality of the foregoing, all of Lessee's rights, benefits and protections given or afforded by the provisions of *The Limitation of Civil Rights Act* (Saskatchewan), *The Distress Act* (Manitoba), *The Civil Code* (Quebec) and *The Law of Property Act* (Alberta).
18. **Miscellaneous.** Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement and Lessor shall have Lessee's power of attorney to unilaterally correct such errors. Any amendment, consent or waiver hereof or hereto must be in writing. Communications under this Lease shall be given in writing by Lessor or Lessee as applicable and shall be deemed received on: (a) the date of delivery if hand delivered; (b) receipt by the sender of a confirmation of transmission if sent electronically; or (c) the 5th postal delivery day following the date of mailing. Time is of the essence in this Lease.

Customer Information	1 Customer Legal Name and Address		Installation Address (if different)				
	TOWN OF FORT FRANCES		Same Multiple locations				
	320 PORTAGE AVE		11/04				
	FORT FRANCES, ON		✓				
		P	9	A	3	P	9



This is an agreement between Xerox Canada Ltd. and Customer for the transaction(s) described below and incorporates terms and conditions attached hereto including without limitation all Appendices referred to below.

2a	Product Description	Product	Maintenance	Duration (Mos.)	Toner Included yes (Y) or no (N)	Developer Included yes (Y) or no (N)	Billing Frequency (M, Q, S, A)	Initial Base/Support Charge \$ per unit	Initial Volume Allowance per unit	Initial Price \$ per Impression	3	Maintenance Details
		ALINK C8155										
		Black & White		60	Y	N	Q 11/04	0.00		0.0049		
		Colour					✓			0.0430		
		CK 2.0 1 LN F						0.00				
		CV HOLE PUNCH						0.00				
		TECH NETWK INST						0.00				
		OFFICE FIN						0.00				
		0.00% year 2-5										
		ALINK C8130 TANDEM TRAY										
		Black & White		60	Y	N	Q 11/04	0.00		0.0050		
		Colour					✓			0.0440		
		CK 2.0 1 LN F						0.00				
		TECH NETWK INST						0.00				
		OFFICE FIN						0.00				
		0.00% year 2-5										

2b	Financial Details	Periodic Payment (Excluding Maintenance)	Payment Frequency <input type="checkbox"/> Monthly (M) <input type="checkbox"/> Quarterly (Q) <input type="checkbox"/> Semi-annually (S) <input type="checkbox"/> Annually (A) <input type="checkbox"/> Once <input type="checkbox"/> Other	In-Place Equipment (Serial Number)	Xerox to Remove (Y/N)
		Customer <input type="checkbox"/> PST Exempt <input type="checkbox"/> HST Exempt <input type="checkbox"/> QST Exempt <input type="checkbox"/> GST Exempt (Attached Certificate)	Number of Payments		
		Term in Months			
		Contract Type			

4	Appendices Standard Terms and Conditions (TC0200) SUPPLEMENTAL TERMS & CONDITIONS (TC1100) 11/03 ✓
---	---

5	Authorization	Xerox Canada Ltd. Authorized Xerox Representative 11/03/2020 Jonathan Wilson Date (mm/dd/yyyy) Name (Please Print)	Customer Authorized Customer Representative Date (mm/dd/yyyy) Name (Please Print)

These terms and conditions and any appendices or notices referred to herein or therein, supplement and form a part of the face page to which it is attached (collectively, the "Agreement"). This Agreement constitutes the entire agreement between the customer identified therein ("Customer") and Xerox Canada Ltd. (together with its successors and assigns, "Xerox") as to its subject matter and supersedes all prior and contemporaneous oral and written agreements.

This Agreement provides for the acquisition by Customer of Product described on the face page of this Agreement ("Equipment") either by purchase or lease, (as indicated on such face page) and/or the licensing of copyrighted software with or within the Equipment and accompanying documentation ("Software"), which may be financed by lease, from Xerox and any maintenance services ("Maintenance") to be provided for that Equipment and Software. Xerox considers that the provision of Maintenance for the Equipment, which includes, where applicable, the provision and installation of Xerox approved consumables (which shall not include paper for this purpose) is intrinsic to the satisfactory operation of the Equipment. The terms and conditions under various headings are applicable to transactions as follows: Lease: General, Maintenance (if applicable) and Lease Agreement; Purchase: General, Maintenance (if applicable) and Purchase; and Maintenance: General, Maintenance. Defined terms denoted by initial capital letters and not otherwise defined in these terms and conditions have the meanings as assigned on the face page of this Agreement.

Part I - General

- G1 a) Customer shall pay to Xerox all fees, charges and amounts shown on or referenced in this Agreement. A late payment charge of up to 1.5% per month (18% per annum) will be levied on amounts overdue by more than thirty (30) days. All amounts are due in full, on invoice due date. Amounts do not include applicable sales taxes, value added taxes, regulatory fees, environmental handling fees or levies which are chargeable to Customer.
- b) Xerox may charge for delivery of Product based on delivery address.
- G2 a) Impression is defined as 1 printed side of a page. Impressions on both sides of a page, are counted as 2 impressions. A blank page is not considered an Impression. Additional charges for Impressions based on paper size, will be specified in this Agreement.
- b) Customer must provide meter readings in the manner prescribed by Xerox. Failing which, Xerox may estimate the meter reads and charge Customer accordingly. If estimated meter reads are required for more than 3 consecutive billing periods, Xerox will send a representative, at Customer's expense, to obtain the meter read.
- G3 Customer's obligation to make Periodic Payments and/or to pay any other amounts due hereunder shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense, counterclaim, or recoupment for any reason, irrespective of Xerox's performance of its obligations under this Agreement or any other agreement between Customer and Xerox. Any claim that Customer may have against Xerox may be asserted solely against Xerox in a separate action provided Customer continues to fulfill all its obligations under this Agreement.
- G4 Unless otherwise indicated in this Agreement, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.
- G5 a) In no event shall Xerox be liable to Customer in contract, tort or for any cause of action, for any damages resulting from loss of data, profits, use of Equipment or Software, security and backup of data associated with the Software, or for any special, indirect, incidental, consequential or punitive damages, even if advised of the possibility of such damage.
- b) Except where prohibited by applicable law, the provisions contained herein are in lieu of any other representations, warranties or conditions, express or implied, statutory or otherwise including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This represents the sole obligation of Xerox concerning damages resulting from or in connection with the use or performance of the Equipment or Software including its use by any person. In the event Customer is entitled to recover damages from Xerox under this Agreement, such money shall be limited to the lesser of the amounts paid to Xerox under this Agreement in the twelve (12) months immediately prior to Xerox's receipt of notice of the claim alleging such damage or One Million dollars (Canadian \$1,000,000).
- G6 In the event that Xerox is removing equipment, title to and ownership of Xerox or third party trade-in equipment shall reside with Xerox upon execution of this Agreement. Customer represents and warrants it has clear and marketable title to the trade-in equipment, and that it is free from all encumbrances.
- G7 a) Software License. Xerox grants Customer a non-exclusive, non-transferable license to use in Canada: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as ("Application Software") for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) violate any other obligations imposed by Xerox or any third party licensors, including those referenced in this section; or (4) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (iii) Customer is notified of a default under this Agreement; or (iii) Customer's license is terminated or expires. The Base Software license will terminate; (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and Customer's first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless Customer has exercised Customer's option to purchase the Equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- b) Diagnostic Software. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is valuable intellectual property of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox, provided that any on-site access to Customer's facility will be during Customer's normal business hours.
- c) Software Support. Xerox will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees, unless Software Support is discontinued for applicable Application Software; Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

G8 For Equipment and/or Software not manufactured by Xerox, any warranty provided by the third party is hereby assigned to Customer and Xerox assumes no responsibility with respect thereto. Customer's rights and obligations are as set out in any agreements with such third parties. If Xerox is installing non-Xerox Software hereunder, Customer authorizes Xerox to accept such non-Xerox third party license terms on its behalf. Failure in performance of the third party Equipment and/or Software or related support or other services will not entitle Customer to a reduction in its financial obligations to Xerox herein. If Xerox has agreed to provide Maintenance Services on third party Products as indicated on the face page, then such terms on the face page and the Maintenance Service portion of this Agreement shall also govern, as applicable, as well as any EULAs.

G9 This Agreement is binding upon Customer on the date it is executed by Customer unless Xerox notifies Customer prior to installation that Xerox has not accepted it. Customer authorizes Xerox to conduct a review of its credit history and to make inquiries concerning Customer at any credit reporting agency. Xerox may also disclose payment history information relating to Customer to any credit reporting agency. All information obtained by Xerox relating to Customer may be disclosed to any assignee or successor in interest of Xerox's rights and interests hereunder.

G10 Customer and Xerox agree that if any term or condition of this Agreement is prohibited or rendered invalid by the law of the province or territory to which this Agreement is subject, that term or condition shall be severable from this Agreement without invalidating the remaining terms and conditions of this Agreement. This Agreement shall be governed by and construed according to the laws of the province in which the Equipment is located. Customer hereby attorns to the non-exclusive jurisdiction of the courts of such province.

G11 Customer and Xerox will take all reasonable steps to protect the confidentiality of information that is confidential and / or personal in nature.

G12 Customer hereby consents to the installation of Software listed on the face page and/or described herein as well as any updates or upgrades to such Software required for, as applicable: (i) The proper functionality of Product and its features; (ii) Xerox or Customer to manage the Product; (iii) Xerox to provide remote Maintenance and/or Services. Customer may withdraw its consent to the installation of any of the abovementioned Software in writing. However, such withdrawal will terminate the Maintenance portion of the Agreement and may also impact the usability/functionality of the Product.

G13 Force Majeure Event - A circumstance beyond a Party's reasonable control. Except for Customer's absolute and unconditional obligation to pay all Periodic Payment of any amounts not properly disputed under this Agreement, neither Customer nor Xerox shall be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. The Party impacted shall notify the other Party thereof.

G14 If a purchase order or other document is issued by Customer, none of its terms and conditions shall have any force or effect as the terms and conditions of this Agreement exclusively govern the transaction documented herein. Xerox's failure to object to terms contained in any documentation from Customer will not be a waiver or modification of this Agreement. Any such document issued by Customer will only be accepted by Xerox for the purpose of utilizing the purchase order number.

Part II - Maintenance

M1 a) Except for Equipment with no Maintenance Details selected, Xerox will keep Equipment in good working order ("Maintenance Services"). Provision of Maintenance Services is contingent upon Customer: (a) using remedies provided by Xerox; (b) replacing customer replaceable Supplies; and (c) providing adequate information to Xerox telephone support personnel. If Equipment issue not resolved after completion of (a) through (c), Xerox will provide on-site Maintenance Services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (i) misuse, abuse or neglect; (ii) inadequate space or power (iii) failure of site, or PC or workstation used with the Equipment to comply with Xerox's published specifications; (iv) use of options, accessories or products not serviced by Xerox; (v) non-Xerox alterations, relocation, service or supplies; or (vi) failure to perform operator maintenance procedures. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment for the remainder of the initial Term. If meter reads are a component of Customer's Maintenance Plan, Customer will provide them using the method and frequency identified by Xerox.

b) For Xerox Provided Product, excluding Product listed on Appendix TC4700, Xerox provides continued full service maintenance ("FSM"), which includes Maintenance and Supplies replenishment for the later of 5 years from the date of initial installation of the Equipment or the length of the initial lease, subject to Xerox Maintenance availability for the particular model of equipment and its component. At expiry of FSM, FSM will automatically renew, at a determined rate, unless Xerox provides Customer with at least 30 days' prior written notice that FSM will terminate on expiry of the Maintenance Term and maintenance will thereafter be provided on a time and material basis, until the end of Maintenance availability.

M2 For Products listed on Appendix TC4700, the Equipment comes with the standard warranty set out in documentation accompanying Equipment. If Customer purchased Extended Warranty (non-refundable), Extended Warranty starts at expiration of applicable standard Equipment warranty period. Unless a Metered Supply Plan is purchased, Extended Warranty includes Maintenance but excludes Supplies.

M3 Xerox may change price (excluding Periodic Payment) annually by giving Customer no less than 30 days' prior written notice (invoice with new pricing is acceptable). All Supplies under FSM or otherwise remain the property of Xerox and may be used only on Product covered in this Agreement. If Customer acquires other equipment requiring Supplies, Customer must notify Xerox and such additional equipment will be factored in when charging for Supplies. Xerox may inspect Supplies use at Customer's premises upon reasonable notice and has the right to charge for any improper or excessive use. Xerox may charge a shipping fee for Supplies and staples.

M4 Xerox will provide FSM, Warranty or Extended Warranty 08:30am – 05:00pm Monday through Friday excluding holidays unless extended hours of coverage is purchased. Extended hours of coverage may not be available on all products and in all geographies.

M5 If Customer moves Product within Canada, Customer must give Xerox not less than 30 days' prior written notice and such move is at Customer's own risk and cost; if Maintenance cannot be provided at new location, Maintenance portion of this Agreement may be terminated by Xerox after such 30 days' notice.

M6 Maintenance of certain Products requires data that is collected by Xerox from Product via electronic transmission; data includes without limitation product registration, meter read, supply level, Product configuration and settings, Software version and problem/fault code data (collectively "Remote Data Access"). Customer grants the right to Xerox to conduct Remote Data Access for the purposes that include but are not limited to billing, report generation, Supplies replenishment, Maintenance Services, and marketing programs. Remote data will be transmitted from Customer's Product in a secure manner specified. Electronic data transmission capability will not allow Xerox to read, view or download any of Customer's documents residing on or passing through Product. Customer must ensure Remote Data Access is maintained at all times Maintenance is being performed.

M7 Customer may terminate FSM upon 30 days written notice for Equipment and Base Software. Customer may terminate FSM for Application Software at the expiry of FSM upon a 30 days' written notice. Xerox may terminate FSM or Extended Warranty:

a) immediately if Product is modified without consent, damaged or used outside specifications or Customer is in breach of this Agreement and fail to cure breach in the time provided by Xerox; or

b) upon 6 months, written notice, should Maintenance availability be discontinued, subject to Section M1b.

Part III - Lease Agreement

L1 Periodic Payments are payable in advance on the day of delivery, in the case of Equipment and/or Software which is not installed by Xerox, or on the day of installation, in the case of Equipment and/or Software which is installed (or converted from rental if applicable) by Xerox. This date shall be the first day of the payment period, and thereafter the Periodic Payment shall be due on the first day of each subsequent payment period. Customer agrees to pay a one time documentation fee, which will be billed on the first invoice. Restrictive endorsements on cheques sent to and cashed by Xerox will not reduce Customer's obligations to Xerox. A delay in delivery of Equipment and/or Software shall not be deemed a default by Xerox of its obligations, and Customer is required to make all Periodic Payments on Equipment and/or Software already delivered and/or installed under this Agreement. At Xerox' discretion, this Agreement may contain refinanced amounts, which shall form part of the Periodic Payments. The refinanced amounts shall be no less than the aggregate net present value of the balance of payments owing under prior agreements, with Xerox and/or third parties, as determined by Xerox. If this Agreement is terminated for any reason, the refinanced amounts still owing shall be immediately due and payable. Deletions, substitutions and other changes shall not affect obligations that remain and any resulting changes to Customer's payment obligations shall be as shown in the first invoice issued following such change. This first invoice shall be conclusively deemed to supplement this Agreement. This Agreement is a lease and cannot be cancelled or terminated except as expressly provided herein.

L2 a) Xerox shall retain title to and ownership of the Equipment unless and until Customer purchases and pays for the Equipment. In order to secure the Customer's performance herein, Customer and Xerox agree that a security interest in the Equipment shall attach to each item of Equipment upon its delivery. Customer waives notice of any action by Xerox and any right to receive a copy of any financing statements or similar statements.

b) Customer shall give Xerox not less than thirty (30) days prior notice of intent to move the Equipment and/or Software and may not move it outside of Canada.

L3 Upon delivery of Equipment and/or Software, Customer agrees to assume responsibility for risk of loss or damage to the Equipment and/or Software however caused, except for the wilful or grossly negligent acts or omissions of Xerox, its employees, agents or contractors. For the Term of this Agreement, Customer shall keep the Equipment and any Software fully insured against loss or damage. Insurance proceeds will be used to first pay Xerox any amounts due under Section L6 (d) of this Agreement.

L4 The Equipment and/or Software will be used for Customer's own business use (rather than resale) and will not be used for personal, household, family or unlawful purposes.

- L5 The following constitute "Events of Default" under this Agreement:
- a) Failure of Customer to pay any amount due under this Agreement;
 - b) Subjection of the Equipment or any Software to any lien, levy, privilege, attachment or any other judicial process;
 - c) Breaches of any term or condition of this Agreement by Customer; or
 - d) In the reasonable opinion of Xerox, the Equipment and/or Software is in danger of loss, damage, destruction or seizure, or is in fact lost, damaged or destroyed.
 - e) Customer becomes insolvent or subject to any bankruptcy or insolvency proceedings.
- L6 a) Without limiting any of its other remedies, upon the occurrence of an Event of Default, Xerox may give Customer notice of the Event of Default and, subject to any delay granted to Customer, terminate this Agreement if Customer fails to cure the Event of Default.
- b) Upon termination, Customer's right to use the Product and receive all Services terminates and Xerox is entitled to deactivate Product and take possession of Product, at Customer's expense. Customer agrees to not make any claim or cause any claim to be made, nor will Xerox be liable for any damages caused as a result of Xerox taking possession of Product. Xerox's actions do not prejudice or limit Xerox's other rights;
- c) Upon termination pursuant to this Section L6 Xerox may consider the Agreement repudiated and after giving Customer written notice thereof, Customer agrees to
- (i) pay immediately all amounts due to Xerox as of the date of Event of Default;
 - (ii) assume all financial obligations or other encumbrances (if any);
 - (iii) pay an amount equal to aggregate net present value of remaining Periodic Payment, until expiry of Term. The net present value of all remaining Periodic Payment is calculated by discounting remaining Periodic Payment at a rate of 5% per annum. Such amount represents a genuine pre-estimate of the damages suffered upon termination and is not a penalty;
 - (iv) pay any administrative, removal and legal expenses as reasonably determined by Xerox; and
 - (v) pay all applicable sales taxes, value added taxes and regulatory fees chargeable to Customer.
- d) If Product is not repossessed because of loss or destruction, amount recoverable as liquidated damages are the sums determined under subsection L6(c), plus the purchase option price as per Section L8.
- e) Xerox is entitled to sell, dispose or rent Product on such terms as Xerox deems fit. If Product made available for removal by Xerox within 30 days after notice of default in the same condition when delivered (reasonable wear and tear excepted), Customer may receive credit for an amount equal to estimated recoverable value of Product as reasonably determined by Xerox.
- f) Customer may request Xerox's calculation of remaining Periodic Payment and Xerox agrees to submit such amount to Customer within 15 business days.
- L7 The initial lease term of the Equipment is stated on the face page of this Agreement signed by Customer. Unless Customer advises in writing to the contrary no later than thirty (30) days prior to the end of the initial lease term, the initial Lease term shall be deemed to have renewed for successive 30 day periods (if Period Payments are monthly) or 90 day periods (if Period Payments are other than monthly). The Periodic Payment amount owing during the renewal term shall be reflected in the first invoice issued by Xerox during the renewal term (renewal pricing shall be no greater than the average Periodic Payment charged during initial lease term). Customer may terminate a lease renewal at any time during the renewal period by providing 30 days written notice.
- L8 Provided Customer is not in default of an Agreement for lease of Equipment, at the expiration of the Term of this Agreement, Customer shall have the option to purchase the Equipment financed pursuant to this Agreement at the fair market value of the Equipment, as determined by Xerox as of the date of exercise and title will transfer as is - where is at Customer's risk without any representation or warranty.
- L9 In the event Customer does not renew the Contract at Lease expiry, Xerox will remove Equipment and/or Software and Customer will be charged a removal fee. Equipment must be in the same condition as it was on the date of delivery, reasonable wear and tear excepted
- L10 Xerox may assign this Agreement or any part hereof (including some or all of its rights and/or obligations hereunder) without the consent of Customer. If Xerox assigns only its rights (or certain of its rights) hereunder to an assignee: (a) such assignee of Xerox shall have all the rights so assigned but none of the obligations of Xerox hereunder; (b) such assignee shall not be liable to Customer for any reason whatsoever; (c) Customer shall continue to look to Xerox for performance of Xerox's obligations and hereby waives and releases such assignee from any such claim; and (d) all information obtained by Xerox relating to Customer may be disclosed to any assignee or successor in interest of Xerox's rights and interests hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Neither the benefits nor obligations of Customer under this Agreement are assignable by Customer without prior written consent of Xerox.
- L11 For Saskatchewan only: Customer agrees that the Limitation of Civil Rights Act, as amended, shall have no application to this Agreement or to any renewal or extension thereof, or to any charge, lien or security given by the Customer to Xerox.

Part IV - Purchase

- P1 Title and risk of loss shall pass to Customer when Equipment is delivered to Customer. Upon installation the Periodic Payment shall be billed and payable in accordance with Section G1.

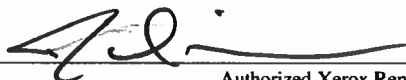



Supplemental Terms and Conditions Appendix



Whereas Xerox and Customer wish to amend certain sections of the Agreement to which this appendix is attached;

Now therefore the parties agree as follows:

1. This appendix is to confirm that the terms and conditions of the Master Agreement, between Ontario Education Collaborative Marketplace and Xerox Canada Ltd – Multi-Function Devices and Related Services # OECM-2018-289-06 apply for this contract.
2. Save as aforesaid, the Agreement shall remain in effect unamended.

	Xerox Canada Ltd.	Customer
Authorization	 Authorized Xerox Representative	 Authorized Customer Representative
	11/03/2020 Date (mm/dd/yyyy)	 Date (mm/dd/yyyy)
	Jonathan Wilson Name (Please Print)	 Name (Please Print)

For Internal Use Only

Signature :



Date : May 2018

Customer Name : OECM customers reference to MSA

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **Multi-Function Devices and Related Services** as outlined in **Request for Proposals #2017-289** is effective as of the **November 1st 2020**.

BETWEEN:

The Town of Fort Frances
(the "Client")

- and -

Xerox Canada Ltd.
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with OEMC referred to as OEMC-2018-289-06 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");

AND WHEREAS the Supplier, or its Authorized Dealer on behalf of the Supplier, has entered into this 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) April 30, 2026, 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 OEMC-2018-289-06.

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-SUPPLIER AGREEMENT

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

Name: Jonathan Wilson
Title: Business Development Manager
Tel: 807 472 1669
Email: jonathan.wilson@tbxi.com

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

Name: Jeremy Hughes
Title: Information Technology Manager
Tel: (807) 274 5323 x 1219
Email: jhughes@fortfrances.ca

- 3.3** The OECM 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 may request 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. For convenience, the applicable Rates are set out [\[in Appendix B - Rates and Resource Specifications of this CSA\]](#) and or [\[the Master Agreement Schedule 1\]](#).
- 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 and Resource Specifications to this CSA or in Article 6.1 above.
- 6.4** If the Client purchases an MFD Resource (with related software) outright from the Supplier, title and risk of loss shall pass to the Client when such MFD Resource (and related software) are accepted at the Client's location. The Client will pay for such MFD Resource (and related software) in accordance with the Client's payment terms after acceptance and receipt of an accurate invoice. None of the provisions of the Master Agreement or this CSA pertaining solely to the renting of an MFD Resource (and related software) shall apply to the outright purchase by the Client of such MFD Resource (and related software). This Section 6.4 of the CSA shall govern in the event of any discrepancy between it and the terms and conditions of the Master Agreement.
- 6.5** If the Client has purchased an MFD Resource (and related software) outright, it shall not be entitled to return such MFD Resource (and related software) for exchange/replacement with a new MFD Resource (and related software) in accordance with the provisions of this CSA unless it has arranged for the discharge of all encumbrances, if any, on the MFD Resources (and related software) being exchanged/replaced.
- 6.6** The Client may hold back or set off against payment if, in the opinion of the Client acting reasonably, the Supplier has failed to comply with any requirements of this CSA. In circumstances where the Client has purchased an MFD Resource (and related software), any right to hold back or set off of payments are restricted to service and supply invoices only. This Section 6.6 of the CSA shall govern in the event of any discrepancy between it and the terms and conditions of the Master Agreement.

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 in the following circumstances and without liability, cost or penalty except as set out in Article 9.4:

- (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 on the default of the Supplier.

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 of non-rental Resources supplied on or before the effective date of any termination the CSA and, except in the case of termination pursuant to Article 9.2 (a), (b) or (e), the client shall also be responsible for the payment of early termination fees on rental Resources that have not reached their term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months). 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 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 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 Town of Fort Frances

Authorized Signature

Name

Title

jhughes@fortfrances.ca

Contact Email

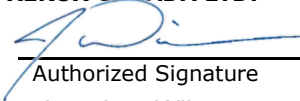
807-274-5323 x 1219

Contact Phone

Date

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

XEROX CANADA LTD.



Authorized Signature

Jonathan Wilson

Name

jonathan.wilson@tbxi.com

Contact Email

807 472 1669

Contact Phone

Business Development Manager

Title

Thunder Bay Xerographix Inc

Authorized Dealer's Name

11/04/2020

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, authorized dealers, liquidated damages, 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 will provide the following Resources:

- Xerox A3 Office Multi-Function Devices ("MFDs") Resources;
- Xerox Production MFD Resources;
- Managed Print Service ("MPS") Resources;
- Professional Service Resources; and,
- Other related service Resources.

Office MFD Resources and Production MFD Resources will hereafter be collectively referred to as "MFD Resources", unless either Office MFD Resources or Production MFD Resources is specifically referred to as it relates to either Resource uniquely.

A4 devices are out of scope of this Agreement.

2.0 Authorized Dealers

The Supplier's Authorized Dealers are set out in Appendix H.

2.1 OEM Geographical Zones

Clients in the Province of Ontario are located in the following five (5) geographical zones:

- Central zone;
- East zone;
- North East zone;
- North West zone; and,
- West zone.

3.0 Types of Office MFD Resources

The Supplier shall provide **new** (i.e. Office MFD Resources still being manufactured, actively marketed by the OEM and containing new/first time use parts/components) Office MFD Resources in various ranges as set out below:

- Monochrome:
 - 15ppm to 34ppm, inclusive;
 - 35ppm to 44ppm, inclusive;
 - 45ppm to 54ppm, inclusive;
 - 55ppm to 64ppm, inclusive;
 - 65ppm to 79ppm, inclusive; and,
 - 80ppm to 94ppm.

- Colour:
 - 30ppm to 44ppm, inclusive;
 - 45ppm to 59ppm, inclusive; and,
 - 60ppm to 74ppm.

Above MFD Resources shall have the ability to print on 11" × 17" paper, except for MFD Resources in the 15ppm to 34ppm range.

4.0 Types of Production MFD Resources

The Supplier shall provide **new** (i.e. Production MFD Resources still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) Production MFD Resources in various ranges as set out below:

- Monochrome:
 - 80ppm to 99ppm, inclusive;
 - 100ppm to 119ppm, inclusive; and,
 - 120ppm to 139ppm, inclusive.
- Colour:
 - 60ppm to 69ppm, inclusive; and,
 - 70ppm to 79ppm, inclusive.

5.0 MFD Resource Specifications

Refer to Appendix B for Supplier's MFD Resource specifications per model.

6.0 IT Resources

The Supplier shall ensure that all MFD Resources are network ready, open architecture (file format independent – no requirement for Clients to use specific software) and with the ability to fully integrate with Client's print administration systems, and meet the IT requirements listed below.

MFD Resources should have the ability to print from a variety of operating systems, including but not limited to mobile devices:

- Android 2.4 and later;
- iOS 6 and later;
- Linux compatible;
- Mac OS X 10.4 or later;
- Windows Server 2003/2008/2012/2016;
- Windows Mobile 8 and later; and,
- Windows XP/Vista/7/8/10.

Network protocol:

- Compliant with TCP/IP V4/V6 and gigabit Ethernet protocols; and,
- Compliant with DHCP and static IP addressing.

Examples of SMTP protocol email software applications are:

- FirstClass Mail (Open Text);

- GroupWise;
- Microsoft MS Exchange; and,
- Microsoft Outlook.

Drivers:

- PCL6, PS Print Drivers;
- PostScript Interpreter + drivers; and,
- Universal print drivers.

Administration – All MFD Resources should support authentication of administrative users via a remote directory service (e.g. LDAP or active directory), and shall be able to be administered remotely (if Client permits Supplier to do so) and centrally via either a web-based interface or installable software:

- Central MFD administration;
- Online portal to access all network connected MFDs and remote trouble shoot error codes;
- Integrates with print management software (e.g. PaperCut); and,
- Web administration.

A Client administrator should be able to restrict all MFD Resources to network-based printing only, as well as having the ability to disable select features of the MFD Resource (e.g. scan/fax).

Any and all software installed on a MFD Resource shall have the ability to be upgraded remotely by the Supplier, if permitted to access the Client's network.

Examples of systems used by Clients are:

- BAS;
- Banner;
- Datatel;
- J.D. Edwards;
- PeopleSoft;
- SAP;
- SciQuest;
- SunGard Higher Education; and,
- Windows Dynamics.

All MFD Resources must be fully programmed (i.e. with most recent firmware) prior to delivery to Client locations. The Supplier will re-program MFD Resources at no additional cost to the Client, if necessary, during the Term of the Agreement.

Office MFD

Common User Interface

All Office MFD Resources have a common user interface. They are easy-to-use with tablet-like interactivity, simplified screens and responsive navigation. The common user interface is approximately ten inches (10"). It has large icons, making Supplier ConnectKey Technology MFDs even easier to use.

The common user interface is organized to make common and specific activities and workflows easy. The most commonly used features can be configured on the first screen to reduce steps to complete a job.

All Supplier Office MFD Resources are also consistent in the print driver and web interface tool.

The MFD Resources are intuitive and users will experience fewer steps to complete a job and less time spent at the MFD. Client users simply swipe, tap, scroll, and pinch their way through task-focused applications ("apps") with ease.

The common user interface screens are app-driven and task-specific; allowing Clients to customize it to fit their preferences by placing the apps used most front and center. Installation wizards make setup fast and easy, even for non-technical users, without involving IT experts.

Support tools available through the common user interface include:

- ConnectKey is a printing platform. For simple tasks and routine maintenance, such as replacing toner cartridges or fixing paper jams, interactive instructions appear on the screen.
- The Get Service Now app is also available on the common user interface.
- PaperCut is an example of a print management solution provided by the Supplier, it provides PIN code and RFID card authentication options to:
 - Minimize or prevent unauthorized use; and,
 - Reduce print waste.

Comprehensive reporting is available from the server ensuring the MFD Resources are used efficiently and in the proper volume ranges. Mobile printing, rules and roles based printing are all features provided by PaperCut.

ConnectKey for DocuShare or Nuance AutoStore provides the ability for a Client to easily capture a hardcopy document by responding to a few user prompts at the MFD Resource. Once the choices have been made the document is automatically processed with Optical Character Recognition, and routed to the desired destination, whether it be a folder, email, or ECM repository such as DocuShare.

Yes, there is a cost to DocuShare, we have made our best effort to present our pricing in the table provided, however it is normally licensed by one-time costs, including server license, user (CAL) licenses, and Professional Services, as well as Annual support. (Reference to pricing table)

- DocuShare also offers some basic tools for managing documents related to Testing and Grading included in the pricing provided. (Assessment can be completed with Professional Services cost)
- Yes, there is a cost to DocuShare, we have made our best effort to present our pricing in the table provided, however it is normally licensed by one-time costs, including server license, user (CAL) licenses, and Professional Services, as well as Annual support. (Reference to the Pricing table)

The Supplier's Implementation Specialists shall support the Client for these solutions, and practice a ride along training method and train the trainer services as well. Following this method, the IT or Client will work closely with the Implementation Specialist for training throughout the process, and the Supplier will record, if agreed to by the Client, the sessions as desired. The Supplier will provide this recording to the Client for future training needs at no additional cost.

The standard implementation process is remote over WebEx service; On-site services are also available, at no additional cost, as required by the Client.

Production MFD Resources

All Production MFD Resources have a common, intuitive, touch screen user interface ("UI") that is easy to use and simplified for every level of operation. The UI can be tailored to a Client's business needs whether it is a multi-user or full production location. The UI has large identifiable icons, a minimum ten inch (10") touch screens with identical functionality found at their fingertips for both the mono and colour MFD Resources.

Clients can easily create workflows that will enable them to scan information to their selected destinations, (email, desktop, network folders and cloud repositories) in a secure text-searchable format, at the touch of a button.

The UI will enhance productivity and efficiency while streamlining simple to more complex tasks depending on the Clients requests in a copy, scan, print or even re-print environment. Migrating from MFD Resource to MFD Resource with ease is how the proposed systems are designed thus ensuring optimal productivity covering all Client locations.

The Supplier's remote services include, but are not limited to the following:

- Remote Solutions: With a secure internet connection between Remote Print Services enabled MFD Resource and the Supplier allows the Suppliers to monitor performance and often resolve issues before a service call is required.
- Fast Track to the Expert: The Supplier can solve issues—often eliminating the need for onsite service.
- Automated Meter Reads: Automated meter reads makes accurate invoicing and tracking more efficient. It increases productivity and accuracy by minimizing the need to manually collect meter reads.
- Easy Access to Information: Engage social media services or join various forums to share and find information. Easily access online driver updates, software releases, user documentation, tips, videos and answers to frequently asked questions.
- Automated Supplies Replenishment: For select Supplier products, software automatically orders toner based on actual usage. Once the Client's connection is established, a discovery agent automatically captures service data, such as diagnostics and status information, directly from the Client's MFD Resource. This data is transmitted securely to the Supplier's customer support personnel and technicians.

The secure network platform of the Supplier Device Data Network receives stores and utilizes MFD Resource data to support the following key functions: Automated Meter Reads, Remote Diagnostics and Solve, and Automated Supplies Replenishment. MFD Resource data collected is encrypted at the source and transmitted via an encrypted channel to keep personal and confidential information highly secure. MFD Resource data communicated regularly to The Supplier includes performance data, usage data and configuration data. Customer image data or personally identifiable information is never sent to The Supplier. The Supplier Device Data Network is ISO 27001:2013 certified.

Server's housing Client data are located in Canada.

7.0 Toner, Staples, and Other Required Supply Resources

The Supplier shall provide at no additional cost to Clients, non-toxic toner (and/or any other media used to print on paper), staples and any other required supplies (i.e. fusers, fuse oils, developer, drums, waste containers, maintenance kits, and any other supplies/parts/components) to ensure the MFD Resource is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages (including cleaning up spills) caused by any toner, staples, and other supplies, provided by the Supplier.

Unless noted otherwise through a separate arrangement, the Client will add paper, toner, and staples to a MFD Resource as well as remove waste toner cartridges – the Supplier shall perform all other service/maintenance tasks.

8.0 Paper

The provision of paper is out of scope of this Agreement.

9.0 Environmental/Sustainability Requirements

OECD and its Clients strive to source, promote, and support products and services that are environmentally sound. The MFD Resources should:

- Possess Electronic Product Environmental Assessment Tool ("EPEAT") designation in Canada, where available;
- Meet or exceed Energy Star Certification Standards, where applicable, with automatic power down and sleep settings;
- Possess Ecologo and/or Blue Angel designation;
- Meet any ecological standards, as set out in the province of Ontario and/or the Government of Canada;
- Be from an OEM that has a registered environmental management system;

- Be manufactured in an environment that observes fair labour practices as observed in the country of origin;
- Contain recycled content when manufactured;
- Allow Clients to return packaging materials used in shipping or used during the delivery of service at no additional cost to Clients; and,
- Meet health and safety standards, as set out in the province of Ontario and the government of Canada.

Office MFD

The Supplier's products and services comply with regulatory agency approval for product safety in all global locations.

- ISO 14001 Compliance: All of the Supplier's major manufacturing and distribution operations employ an environmental management system that conforms to ISO 14001;
- ISO 9001 Quality Management System: has been implemented to ensure that the output delivered to Clients is of the highest standard. The Supplier has a number of six sigma black belts to drive continuous improvement and to deliver measurable results for our customers;
- ISO 27001 Information Security Management standard. Certifications for the Supplier's facilities comply with ISO standards. The Supplier has adopted the ISO 27001 which ensures that its operations have management support, compliant processes, and reviewed by impartial auditors. By conforming to this extremely high ISO standard, the Supplier has reduced security risks on incoming or outgoing communications.
- Office MFD Energy Star Certifications:
 - B405 – Qualified Version 2.0;
 - B8045 - Qualified Version 2.0;
 - B8055 - Qualified Version 2.0;
 - B8065 - Qualified Version 2.0;
 - C8030 - Qualified Version 2.0; and,
 - C8045 - Qualified Version 2.0.

Other Certifications:

- EPEAT designation in Canada;
- Possess Ecologo and/or Blue Angel designation;
- Observes fair labour practices as observed in the country of origin; and,
- Ecovadis gold level recognition for the Corporate Social Responsibility assessment.

The Supplier's four (4) areas where it impacts products and services include:

- Climate protection;
- Preserving biodiversity and the world's forests;
- Preserving clean air and water; and,
- Preventing and managing waste.

The Supplier's take-back program fully supports its waste-free initiatives reusing seventy percent (70%) to ninety percent (90%) of the MFD Resource components by weight without degradation of quality or performance. The Supplier's MFD Resources are designed for easy disassembly and durability, and contain up to five percent (5%) post-consumer recycled plastic content.

The Supplier MPS Resources solution includes many environmental benefits that come from leveraging its innovation, products and solutions, its environmental practices and policies are focused on those areas that can help Clients improve environmental sustainability processes and reach/maintain their goals. During the Supplier's assessment process, they will gather environmental costs associated with the Clients' current output infrastructure.

The Supplier accepts used supplies, such as toners, waste bottles, and drums. The Supplier encourages the use of Eco Boxes for returns of consumables (irrespective of manufacture) by using the following process;

- Order Boxes: Indicate the number of boxes of used supplies being returned and print off the labels. Ship: Affix one (1) label per box, and arrange for Purolator pick-up.

Recycled Packaging: The Supplier encourages the use of minimal packaging and/or recycled material in packaging. The Supplier has their own Packaging Standard EH&S 710, which specifically excludes latex, polyvinyl chloride (PVC), or materials bleached with chlorine or chlorine derivatives.

The Supplier has implemented a recycling program via Eco Boxes at various local institutions. On a quarterly basis, the Supplier shall provide comprehensive reports to OECM and/or the Clients which details the following;

- Used consumables, in units and weight, being returned per institutions location;
- Description of recycled material; and,
- Description of returns being used as remanufactured and/or recycled.

10.0 Supply and Consumables Recycling Program

The Supplier will provide either a Supplier self-managed or third party recycling program for all used/empty and/or end-of-life supplies (including packaging) from the Client's locations.

The Supplier provided recycling program will be a no additional cost service provided to Clients and will include but not be limited to:

- A timely and reliable service including:
 - A pickup of recyclable supplies from the Clients within two (2) Business Days of a request;
 - The pickup will be done by the Supplier or its third-party carrier; and,
 - Pickup at the time of delivery of new supplies is acceptable;
- There are no minimum quantities or volume requirements to schedule a pick up;
- Ease of use for Clients;
- Assurances of capacity to accept and manage recycling from large Clients;
- A commitment to environmental sustainability; and,
- Assurances end-of-life supplies are disposed of in a socially responsible manner.

11.0 Access to Use MFD Resources

All MFD Resources require the ability to provide the following secure access:

- Program access codes to hold Client user information (e.g. cost centre number, user name, and department). Clients may require one (1) access code for every user in their organization, providing the user with the ability to use all MFD Resource functionality;
- Provide the ability to print from a USB stick, if acceptable practice within the Client's organization; and,
- Connect to proximity reader.

Note - that the ability to provide access to users via an ID card (e.g. student card) to pre-load copy volumes, and have the user (e.g. student) pay and add volume as required may be required by some Clients, and the Client and Supplier would mutually agree on the hardware, software and additional costs, if any, when executing a Client-Supplier Agreement.

12.0 Testing Resources

During the Term of the Agreement, there may be instances where OEM and/or the Client will request MFD Resources for evaluation and/or testing.

The MFD Resources will be provided for a period of up to thirty (30) Business Days at no additional cost to OEM or Clients (including no additional cost for delivery, installation, and removal).

Testing will occur to ensure technical compliance to requirements, and assess suitability for purpose.

Clients are not obligated to sign a Client-Supplier Agreement to obtain specific Resources for testing. A Client-Supplier Agreement, however, must be signed before the provision of any Resources commences.

OEM and/or the Client reserves the right to request any MFD Resource in order to conduct technical and functional compliance testing.

The Supplier will provide Clients MFD Resources for testing to ensure it meets their specific requirements, functions in their technology environment, and to assess its suitability for their purpose.

12.1 Testing – Substitution Resources

With respect to MFD Resource substitutions, the Supplier agrees to provide a MFD Resource so that OEM or its Clients may conduct technical and functional compliance testing in its technology environment during the Term of the Agreement.

The substituted MFD Resource will be provided for a period of up to thirty (30) Business Days at no additional cost (including no additional cost for delivery, installation, and removal) to OEM or the Client.

If, during the Term of the Agreement, a proposed substituted MFD Resource is deemed unacceptable by the Client, the Supplier will offer another MFD Resource to the Client – at the same Rate as the MFD Resource being substituted.

13.0 Fleet Management

The Supplier shall provide MFD Resource fleet management functionality, regardless of their physical location, at no additional cost to the Client. Fleet management functionality includes:

- Taking (by Client or by Supplier) meter readings electronically, for networked MFD Resources, through Supplier provided software;
- Performing fleet utilization assessments up to two (2) times per year; recommending fleet optimization strategies which may include but are not limited to:
 - Moving, at no additional cost and with Client's approval, Office MFD Resources within a Client's organization to balance copier workload;
 - Moving, at a cost to be mutually agreed upon between the Supplier and Client, Production MFD Resources within a Client's organization to balance copier workload; and,
 - Flexibility to reduce, where possible, the overall number of MFD Resources, without penalty;
- Performing remote or MFD Resource side programming – allowing configuration adjustments and cloning via network connection or at point of contact (i.e. USB ports to upload user/account information); and,
- Managing access code management (e.g. for moves/additions/changes).

14.0 Order Management

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

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- Email;

- Fax;
- Toll free phone; and/or,
- Supplier's online ordering website.

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

The Supplier will accept electronic funds transfer for any billable transactions.

In addition to the above ordering options, the Supplier supports the following:

- Automatic Toner Replenishment: The MFD Resources are designed to monitor actual usage of toner. The data is transmitted to the Supplier's system which automatically orders the required toner;
- Client users will receive a notification of low toner levels at the MFD Resource and their desktop prompting the end user to place an order. Clients may, but are not required to do so, order for all MFD Resources at their location at once using one (1) serial number. The Client may also order less frequently used consumables such as fusers, drums or imaging kits. The Client is able to order extra toners for high-peak printing periods, as may be required; and,
- Easy Web Ordering via Xerox.ca: Always available is the website to order all supplies. The website allows the Client to order with a live agent. You can also use the website to track orders

14.1 Coordinated Bulk Ordering

OECM may consolidate various Client volumes and coordinate bulk buys. Once Resources have been received at Client's location, the Supplier shall invoice each Client accordingly.

14.2 Electronic Commerce

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

14.3 Order Acknowledgement

The Supplier should notify the Client immediately or within one (1) Business Day of receiving a Client's order, via the same method in which the order was placed (e.g. online, email, telephone). The Supplier will include in the order acknowledgement any Resource that cannot be fulfilled (e.g. backorders). The Client, at its sole discretion may:

- Cancel some or all of the order, which cannot be fulfilled exactly as ordered;
- Ask the Supplier to ship only available Resources and cancel any backorders; and/or,
- Agree to an alternative delivery schedule based on anticipated Resource availability.

14.4 Minimum Order

The Supplier shall not have any minimum order value or volume requirements.

15.0 Delivery

The Supplier shall be responsible for delivery, at no additional cost to the Client, all MFD Resources, related supplies, parts, components and services Delivery Duty Paid ("DDP") destination to Client's location. Clients may have more than one (1) DDP location within their organization.

DDP destination shall be understood to mean delivery from the Supplier's point of origin to the Client's receiving location (i.e. a Client may have more than one (1) location within their organization and may choose to have Resources delivered to the exact location). No additional costs whatsoever will be paid for the delivery of MFD Resources, related supplies, or services or any return of the aforementioned.

There is not a minimum volume and/or dollar amount for orders.

MFD Resources and supplies 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, products and quantities ordered and shipped, back orders and quantities, if any).

Supply orders shall not be restricted by MFD Resource serial number or by Client location. Therefore, if a Client has several MFD Resources at one (1) location – multiple orders from various users at that Client location will be accepted and delivered accordingly to the proposed guaranteed lead times.

The Supplier shall correct any shipping errors within three (3) Business Days, at the Supplier's own expense.

15.1 Delivery Lead Times – MFD Resources

The Supplier shall deliver MFD Resources according to the following delivery lead times:

- Standard delivery – within ten (10) Business Days; and,
- For large fleet implementations will be mutually agreed upon between the Client and the Supplier.

The Supplier shall pre-arrange the date and time of all deliveries with the Client at least three (3) Business Days prior to delivery.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and any other information required.

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

The Supplier's Ontario based distribution center is located in Brampton. Orders are processed in the order they are received.

15.2 Delivery Lead Times – Toner, Staples, and Other Required Supply Resources

The Supplier shall deliver toner, staples, and other required supplies according to the following delivery lead times:

- Standard delivery – within two (2) Business Days; and,
- Rush delivery – within one (1) Business Day.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and pickup of supplies such as empty cartridge containers, drums, and any other information required.

16.0 Damaged or Defective Shipment

The Client may not accept the delivery of the MFD Resource if it is:

- Defective (e.g. broken and/or damaged); and/or,
- Not delivered as agreed (e.g. substituted without prior approval of the Client).

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Client's location in accordance with the agreed upon delivery lead times.. The Client will not be responsible for any re-stocking charges due to damaged or defective returned Resources.

17.0 Implementation and Rollout

The Supplier must provide implementation and roll out support to Clients including but not limited to:

- Assessment of the Client's MFD Resource requirements;
- Planning fleet implementation and roll out;
- Providing Clients with a detailed project plan for approval (the project plan should include, but not be limited to – details about each MFD Resource (including features, software requirements, Client's user information) slated for implementation, how communications will be conducted, with whom, and when. Roles, responsibilities and estimated time commitments for Supplier and Client. How the rollout will be conducted, onsite Supplier representation during the implementation, and issue resolution (e.g. a

damaged MFD Resource is received, or the MFD Resource has not been properly installed (e.g. missing electronic chips) when received at Client's location);

- Scheduling and executing fleet rollout according to agreed upon timelines with Clients;
- Regardless of the number of changes made to the implementation plan or rollout of MFD Resources, the Supplier is responsible for maintaining inventory of all MFD Resource installation locations by serial number;
- Clients may provide, upon an assessment of its compatibility to the MFD Resources to be installed, card reader equipment to the Supplier prior to delivery;
- Physically delivering MFD Resources, set in place and make connections;
- Performing system start-up routines;
- Performing any firmware updates if needed;
- Uploading any directory information provided by the Client (e.g. email addresses, account or user information, access codes.); and,
- Running testing protocols (e-mails, scans, copies).

18.0 Transition and Implementation

The Supplier should provide Client support on account setup, ensuring seamless transition, and minimal service disruption, at no additional cost to the Client. The Supplier will provide implementation and training plans to Client for approval prior to the implementation as required.

19.0 Installation and Configuration Service Resources

The Supplier shall deliver, install, set-up and configure all MFD Resources, including but not limited to:

- Assemble, install, and test the MFD Resource prior to and after delivery to the Client's location;
- Coordinate access to the physical site with the Client;
- Physically transport MFD Resource to the Client's specific location where the MFD Resource will be installed;
- MFD Resources must be set in place and installed within five (5) Business days of their delivery to the Client's location;
- Unpack, check for shipping damage, install and configure MFD Resource specific to Client's requirements;
- Perform functional testing (e.g. test hardware, software, network connection, printing capability, the Client's code, card access, identification information and passwords, where applicable) before leaving Client site;
- Perform high level Client orientation;
- All MFD Resources must be functional by the end of the Business Day of installation. In the event that a part is required to make the MFD Resource functional, then the MFD Resource must be functional by the end of the next Business Day;
- Obtain Client sign-off indicating complete satisfaction on installation prior to leaving the location;
- Clean up area, remove and dispose of all packing material from Client location; and,
- Record and provide installation information electronically including, location, Client identification, asset identification, model and serial number, date, time.

The Supplier shall be responsible for the correct functioning of the MFD Resource at the installation at no additional cost to the Client. Correction of any discrepancies/problems found during the MFD Resource setup or testing at the Client's site will be the sole responsibility of the Supplier and will be made prior to acceptance at the time of installation.

Installation, Configuration, Usage, and Troubleshooting:

MFD Resources are delivered with online access to user manuals/documentation. The Getting Started Guide is available on the touch screen UI and provides basic information to become familiar with the features of the MFD Resource, including copy, print, fax, and scan. It also includes embedded videos.

Access to an online support library is also available providing:

- Quick Tips for FAQs;
- A solution search by specific product, keyword, error code;
- Easy to use training posters; and,
- Dedicated 1-800 number available for FAQs.

20.0 Moves, Additions and Changes

MFD Resource requirements, after initial fleet implementation, may change for Clients during the Term of their Client-Supplier Agreement. To support this, the Supplier shall upon mutual agreement with the Client:

- Provide additional MFD Resources available on the Agreement according to the period of time chosen by the Client, as required;
- Ensure all new MFD Resources added to an existing Client-Supplier Agreement are coterminous to the expiry date of the Client-Supplier Agreement if the period of time is thirty-six (36), forty-eight (48) or sixty (60) months. If, however, a Client wishes to add a new MFD Resource to their fleet, prior to expiry, with a time period shorter than thirty-six (36) months, the Client and Supplier shall mutually agree to the Rate if the Client requires a coterminous expiry date; and,

The Supplier shall move Office MFD Resources within a Client's organization to better balance utilization at no additional cost to the Client.

Purchased Office MFD Resources shall be moved at the Client's expense.

The Supplier may charge a nominal fee, if mutually agreed upon with the Client, to move Client-owned non-Supplier devices.

21.0 Removal and Replacements

The Supplier will remove and replace any MFD Resource within the delivery lead times set out above if it:

- Malfunctions immediately upon delivery to a Client's location;
- Required three (3) or more service calls in two (2) consecutive months (excluding regular preventative maintenance and calls resulting from user error).

If replacement is required, the Supplier shall co-ordinate the replacement with the Client ensuring the defective MFD Resource is removed immediately, and that a new MFD Resource (with the same features) is delivered and installed. The new MFD Resource shall be delivered according to the delivery lead times set out above, or the Supplier shall provide a loaner if the delivery lead time is expected to be longer.

If a MFD Resource is removed or replaced, the Supplier will:

- Guarantee the safety of the data by offering the following three (3) options to the Client:
 - The hard drive will be sanitized;
 - The hard drive will be destroyed, and a destruction certificate will be provided to the Client; or
 - The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client; and,
- Update its inventory management system accordingly and provide an updated report to the Client and OEM.

The Client-Supplier Agreement, if applicable, will be amended with the replacement MFD Resource. The expiry date, however, will not change. Therefore, the original expiry date of the Client-Supplier Agreement

will be applicable for any MFD Resource replacement made during the Term of the Agreement due to the issue noted above.

The Supplier shall destroy all hard drives, and provide Clients with a certificate (i.e. proof) of destruction, if requested by the Client.

Defective/malfunctioning MFD Resources returned to the Supplier must not be deployed at any other OEM Client location.

If the Client purchased the MFD Resource (and related software) directly or through a third party and the MFD Resource) and related software) requires replacement, the Client shall ensure any third party financial encumbrances have been fully discharged prior to the Supplier's removal of such equipment.

22.0 Discontinued MFD Resources and Substitutions

If a MFD Resource is discontinued and substituted during the Term of the Agreement, Clients have the ability to test as set out above. The substituted MFD Resource shall be equal to or better than the MFD Resource being replaced and shall have the same Rate as the substituted MFD Resource.

The Client-Supplier Agreement will be amended with the substituted MFD Resource, if accepted by the Client and OEM. The effective date of the Client-Supplier Agreement, however, will not change. Therefore, the original effective date of the Client-Supplier Agreement will be applicable for any MFD Resource substitution made during the Term of the Client-Supplier Agreement.

23.0 Removal at Agreement or Client-Supplier Agreement Termination

At the expiry of the fleet term (e.g. thirty-six (36), forty-eight (48) or sixty (60) months), Agreement or Client-Supplier Agreement, the Supplier shall remove within thirty (30) days any non-purchased MFD Resource supplied to a Client, at no additional cost to the Client.

The Supplier shall guarantee the safety of the data by providing the following two (2) options to the Client:

- The hard drive will be sanitized; and/or,
- The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client.

The Supplier shall dispose of MFD Resources and/or toner, staples, and other relevant supplies in an environmentally responsible manner and provide the Client with a certificate (i.e. proof) of destruction, if requested.

24.0 Training

The Supplier shall provide to the Client the following two (2) distinct types of no additional cost functional and technical training throughout the Term of the Agreement:

- Key operator and end user training; and,
- Specialized information technology (IT) staff training.

The Supplier will provide onsite MFD Resource training, including:

- One (1) training session (one (1) hour in length) are scheduled for each MFD Resources. Additional training, however, is available at no additional cost:

Client end-user training includes:

- Product overview;
- Basic printing ;
- Basic copying;
- Basic faxing (if applicable);
- Scan to email (if applicable);
- Workflow scanning and/or USB scan and print (if applicable); and,

- Basic maintenance.

Key Operator training includes:

- Above list (above) and advanced features, such as:
- Resolve now app (for placing service calls on the MFD Resource); and,
- Navigating the app gallery.

Specialized IT training includes:

- Print driver ;
- MFD Resource set-up and configuration ; and,
- Escalating to support centres.

The Supplier will provide online training videos and tutorials (via office PCs, iPads, and/or Smartphones). These videos are for Client users who would like learn more about the features and functions and can be accessed on its website at www.xerox.com/en-us/about/online-training.

Training materials includes MFD Resource user and administrator guides are available on-line.

- Training is included, and available virtually via Webex, if required by Client. Online training is very comprehensive.
 - If customer needs customization (e.g. specific specialized workflow not comprehended in the off-the-shelf software) to environment, this is not training and Professional Services Rates will be charged.
 - All software operates with platform from Client perspective - server is on the Client perspective - compatibility is at no extra cost. Docushare is provided with a server.

24.1 Key Operator and End User Training

Key operator and end user training shall include, but not be limited to, an initial training session, within three (3) Business Days of installation and acceptance, as well as throughout the Agreement as required, on how to use the functions of the newly installed MFD Resource; and how to replace the toner and remediate minor problems (e.g. basic troubleshooting) at no additional cost to the Client.

The Supplier shall:

- Conduct training sessions, to be arranged directly by the Supplier with the Client;
- Perform training onsite at the Client installation location;
- Provide online training/tutorials;
- Address the use of MSDS for MFD Resources, where applicable; and,
- Provide training documentation (e.g. user guides or tip sheets that include the uniform resource locator (URL's)) for the dedicated Supplier's website.

24.2 Specialized IT Staff Training

The Supplier shall provide Client's specialized IT staff training for Client's IT staff at the commencement of the Agreement, upon delivery of MFD Resource, at the time of MFD Resource substitution, and as required by the Client's IT staff during the Term of the Agreement at no additional cost to the Client.

The types of technical training shall include, but not be limited to:

- Client IT service desk staff training;
- Online portal training;
- Administrator training, for troubleshooting; and,

- Other technical support training.

This training may be provided onsite, off-site or online, as mutually agreed to between the Supplier and the Client.

The Supplier shall provide classroom training and training documentation for Client staff as required:

- For Client's IT staff, as required during the Term of the Client-Supplier Agreement in order to maintain the expertise of the Client's IT staff in the Supplier's technology as it evolves; and,
- To provide Client's IT staff with knowledge transfer, and hands-on training in hardware and software operation and management of the MFD Resources.

25.0 Repair Requirements

The Supplier will warrant the deployed MFD Resources are maintained in good working order, providing OEM and the Clients with excellent customer support and technical expertise for the Term of the Agreement.

When repairing MFD Resources, the Supplier uses parts (i.e. new, used, or repaired) fully compatible with the MFD Resource. Warranty is not affected regardless of the type or brand of parts and or supplies (e.g. toner) used by the Client in the Resource.

The Supplier shall provide a service now app for all MFD Resources which allows the Client to request service from the MFD Resource itself.

The Supplier help desk will be the primary point of contact for all service requests. The Supplier help desk will perform an initial triage on any Supplier or non-Supplier device. The Supplier provides a unique Total Satisfaction Guarantee. The Supplier will replace the MFD upon request under the terms of the Total Satisfaction Guarantee which are as follows:

- If the Client is not satisfied with the performance of the Resource, a replacement Resource with the same model or, if no identical model is available for replacement, a model with comparable features and capabilities will be provided upon request.
- The duration of the Total Satisfaction Guarantee is for the Term of the Agreement with the Client. The Total Satisfaction Guarantee applies only when the Resource has been maintained continuously and exclusively by the Supplier or its authorized representatives from the date of installation. The Total Satisfaction Guarantee does not apply to any damaged or destroyed Resources due to circumstances beyond the control of Supplier or under the company's responsibility, or to any equipment which has been damaged or destroyed by the Client, his employees or agents. For any Supplier MFD using Supplier consumables that have a negative impact on performance, the Total Satisfaction Guarantee applies only if the consumables have been approved by Supplier is used. This guarantee is subject to all the restrictions set forth in the guarantees and level of service (SLA) for this equipment. This offer is made to ensure that your satisfaction reflects the level of quality that we offer.

The Supplier makes the Total Satisfaction Guarantee available for all MFD and accessory Resources.

The Supplier will not use any resellers, distributors, dealers and subcontractors as it relates to the provision of the repair and/or preventative maintenance Resources or MPS Resources.

- Calls requesting service will be picked up by the Supplier within forty-five (45) seconds on average; and,
- The Supplier is able to solve about thirty percent (30%) of calls on the phone, without the need to send a technician.

The Supplier's staff will make every effort to find an online solution and depending on the nature and complexity of the technical problem, will escalate or will send a technical service representative to the Client's location.

If the Resource service request is related to the Supplier's operating system or supported software, the service request will be escalated to the Supplier's application support technicians.

When a technical service representative is required, the call will be routed to the local service team and the Client is provided with an estimated time of arrival. Once the call is placed, the Client will receive live updates

on the status of the service call through a web tool. With this information, the Client will always know the exact status of the service call.

If necessary, the onsite technician will escalate internally to ensure agreed upon response times are met.

25.1 MFD Resource Meter Reads

If permitted to access the Client's network, the Supplier shall remotely collect and report MFD Resource meter reads to the Client.

25.2 Service Technicians and Repair Depots

The Supplier has appropriate service technicians and service repair depots, as set out in Appendix **D** – Guaranteed Response Time, to adequately handle all Client requirements.

All service technicians must be employees and/or authorized Subcontractors of the Supplier. The service technicians shall be appropriately trained and have had field service experience on the proposed MFD Resources as well be visually identifiable to ensure safe access to the Clients locations.

Service technicians must have direct access (i.e. local) to replacement MFD Resource supplies/parts/components to complete any required repair within the agreed upon timeframes.

25.3 Preventative Maintenance

The Supplier shall perform full preventative maintenance on the MFD Resources at predetermined copy volumes and/or at predetermined calendar periods (e.g. quarterly), as agreed upon with the Client, to ensure high standards of performance are maintained.

Most of the preventative maintenance activities are performed at the same time as the technical service representative repairs your equipment. To minimize downtime and align with Client requirements, the Supplier can, if requested by the Client, come onsite and perform preventative maintenance to the MFD Resources based on volume and environmental requirements. Typically the preventative maintenance calls would be planned for a specified period of time and at regular intervals. Otherwise, the preventative maintenance activity will be mutually agreed upon between the Supplier and Client.

All software upgrades are completed on the next call basis or at least within a reasonable timeframe. The Supplier's software Resource updates can be pushed or pulled, as determined and agreed upon by the Client. Should a Client's IT policies require all MFD Resources to be on the same software levels, the Supplier will provide a link or USB with applicable upgrades and the Client can push the upgrade via the network. The Client has an option to upgrade particular MFD Resources or upgrade timelines; the MFD Resource is generally upgraded within fifteen (15) minutes of the software upgrade being pushed out. Generally, the practice is to schedule software updates to occur overnight. The Supplier shall co-ordinate as required by the Client.

The Supplier's service call process is called the Total Call Strategy. With each service call the technical service representative has several steps and processes to follow, beginning with the repair of the initial problem. The balance of the processes relate to providing the necessary preventative maintenance to ensure the Client's maximum uptime and product efficiency.

The technical service representative uses the Every Call Activity checklist to evaluate and maintain the unit during each call.

The Supplier's MFD Resources are designed with an onboard volume driven diagnostic tool called High Frequency Service Items. Each MFD Resource has the ability to track maintenance intervals and usage of all high wear items, while the software tracks the number of prints/copies being produced.

Each High Frequency Service Item has a threshold level based on the number of copies produced since the last time the MFD Resource was serviced. When the MFD Resource reaches the threshold level, an indicator flag will appear. The Supplier's technicians review the High Frequency Service Item logs on every visit and replace components indicating they are close to predicted failure. In some cases, where failure is not imminent, the Supplier's technical will take note and order the particular item for the following preventative maintenance visit.

High Frequency Service Interval software is built into the MFD Resource as a diagnostic and component monitoring tool and comes at no additional cost to the Client.

25.4 Repair Response Time

The Supplier's technician shall be onsite within the timeframe indicated in Appendix D – Guaranteed Response Times. The Supplier shall provide, for Clients in remote areas, a loaner MFD Resource to improve lengthy response times. The Supplier's response time performance will be monitored, in part, against the information contained in Appendix D – Performance Management Scorecard in the Master Agreement.

Note - Clients will not diagnose service problems when placing a service call.

25.5 Repair Time

The Supplier shall provide MFD Resource repairs within one (1) Business Day (i.e. the MFD Resource will be available for use within one (1) Business Day) or within the time frame set out on Appendix **D** – Guaranteed Response Time.

If the Supplier cannot repair the MFD Resource within the time frame set out on Appendix **D** – Guaranteed Response Time, the Client has the right to request the MFD Resource be swapped with a new functioning MFD Resource while the original MFD Resource is being repaired to be mutually agreed upon when executing a Client-Supplier Agreement.

25.6 Replacement Parts and/or Component Resources

The Supplier is expected to meet future needs, on an as and when required basis, for replacement panels, components, and replacement parts, and/or for additions to existing configurations for a period of at least five (5) years from the original installation date according to the delivery lead times set out above.

25.7 Liquidated Damages

The Supplier shall pay a fifty dollar (\$50) liquidated damage fee to Clients experiencing a Resource (i.e. applicable to each MFD Resource) uptime of less than ninety-eight percent (98%) as set out in Appendix D. The Supplier shall pay the appropriate liquidated damages amount to the Client the month immediately after the month the violation occurred.

26.0 Managed Print Service Resources

The Supplier shall provide MPS Resources on an as-and-when-required basis to Clients upon request. MPS may include, but is not limited to:

- Review, optimize (i.e. right size) and recommend an approach to manage the Client's digital content management and document output;
- Monitor, manage, and optimize total print output;
- Assess and develop strategies to improve document security, reduce printing costs and increase productivity;
- Conduct an assessment to analyze the Client's current printing infrastructure;
- Provide an MPS plan aligning with the Client's print strategy, setting out phases, timelines, tasks, helpdesk support, recommended software solutions, reporting, roles and responsibilities, risk mitigation strategies, and other key information resulting in a successful execution;
- Make recommendations with respect to the quantity and deployment (type, features, location, size, features) of Resources to provide Clients with efficiencies;
- Recommend strategies to move a Client to more electronically-based documents reducing overall print/copy costs;
- Print and document analytics;
- Print server optimization: follow-me printing, rules-based printing, roles-based printing;
- Document workflow management;
- Digitization services (e.g. optical character recognition, searchable PDF);
- Content and records management;

- Education solutions (e.g. student registration, attendance, test and grading solutions);
- Manage Resource life cycle, and disposal;
- Implement a print release infrastructure (to support bring-your-own-device ("BYOD"));
- Provide reporting on overall cost, energy, greenhouse gas and solid waste reductions; and,
- Review and provide sustainability benefits (e.g. financial, environmental impact, energy consumption, social).

The Supplier shall provide the following MPS Resource software applications:

PaperCut MF
Uniprint
DocuShare
Xerox Librex
UniPrint Infinity – Serverless Print
UniPrint Infinity
Xerox VPQ Mobile Print Connector

Refer to Appendix B for applicable Rates, if any, related to MPS Resources.

Office MFD

The Supplier will provide Next Generation MPS Resources. The Supplier's three (3) stage approach detailed below brings continuous value and provides services according to the maturity of the Client's office:

Assess and Optimize

- Discover the total costs, usage status, power consumption and CO2 emissions output;
- Adopt the latest assessment tools to perform an accurate analysis of the current output environment;
- Define a management and usage policy of output environment, and build and manage the ideal output environment;
- Track and report usage through a variety of print management solutions, including PaperCut;
- Report under or over utilized MFD Resources and propose changes to maximize print environment;
- Secure and integrate;
- Enhance security and control output usage including office print, centralized print and mobile devices;
- Adopt solutions for mobile printing and security enhancement; and,
- Define print rules for enhancing security, perform access management for output devices linking with IT infrastructure and manage user permissions.

Automate and Simplify

- Analyze data collected from the integrated management of the output environment. Based on analysis, the Supplier proposes improved document related work processes through Workflow Automation;
- Support new work style by providing environment where digital documents generated from various sources such as web, desktops, tablets, smartphones, and output MFD Resources can be easily retrieved, saved, shared, and converted; and,
- Reduce time and cost for processing paper documents, improve accuracy and reproducibility of business processes, and enhance compliance and security throughout the document lifecycle.

The Supplier will, as required by the Client, support Clients through:

- Client managed and supplier supported-help me manage my MFD Resources;
- Client and supplier managed-manage all MFD Resources for me; and,
- Client and supplier managed-manage the Client's entire fleet of MFD Resources.

The Supplier print server optimization features are offered through our Authentication, Authorization and Accounting solutions.

PaperCut allows the Client to implement best-practice print policy rules:

- Remind users via popup to print duplex;
- Route large jobs to dedicated high-volume MFD Resources;
- Discourage users from printing emails; and,
- Discourage printing web pages in color.

The Supplier also offers Follow Print or Pull Printing is another popular method to secure and simplify the Client's environment while reducing paper consumption and printing costs.

PaperCut print release provides:

- Secure printing - Jobs only print when released by the user ensuring sensitive jobs will not sit uncollected on the printer; and,
- Find-Me Printing / Pull Printing - provides a roaming print solution where users print to a single queue and jobs will be pulled to any MFD Resource where they authenticate. Also known as Follow Me Printing.
- Reduced wastage - no more uncollected jobs. No wasted paper or toner.

PaperCut embedded software provides print release integrating directly with MFD Resources. This provides a seamless Client experience as users login to the MFD Resource using the touchscreen or security card readers. Additionally, filters are used to control printing. They can be used to convert or restrict print jobs. Some examples of print filter usage by administrators include:

- Automatically convert student printing to duplex or grayscale;
- Automatically detect and delete duplicate jobs;
- Prevent large jobs from being printed on slow MFD Resources;
- Catch invalid paper sizes; and,
- Restrict access by domain group, maximum cost, color mode, size and more.

PaperCut natively provides Mobile Printing for those Client users moving from office to office or want to leverage their tablets and smartphones.

DocuShare provides the following high-level key features and benefits:

- Intuitive and mobile-friendly design, accessible from any web browser as well as a Windows Client, providing a familiar feel to users accustomed to working with Windows Explorer mapped drives; and,
- LifeCycle Manager for date-driven processes, such as document retention policies to provide a Records Management environment, with retention policies applied by document classification.

Key applications and business processes within Education have included the following:

- Develop and publish curriculum;
- Digitize/scan paper documents into a centralized and secure repository;
- Accommodate record retention requirements;
- Collaborate on content, including classroom assignments; and,

- Publish content to the Web.

The Supplier offer a breadth of Workflow management solutions, including DocuShare and other Business Partner solutions such as Hyland OnBase in the categories of ECM, Capture, Mobile and Integration with existing systems such as CRM, ERP and ODBC databases.

DocuShare, provided at no additional cost to the Client, provides Workflow Management including the following toolset:

- Check out/in and version control for document collaboration with audit trail;
- Routing Slip and Content Rules for intelligent content routing and business rule enforcement, to automate the naming, filing and intelligent automation of ingested content;
- LifeCycle Manager for automated retention policies by document categorization or by most recent access, for date-driven processes such as contract management; and,
- eForms functionality for digital capture of mission critical information, to further automate processes by completely eliminating paper in the first place.

This enterprise platform provides a comprehensive solution, allowing consolidation of applications, reducing IT resource requirements and support costs versus managing multiple platforms.

Production MFD Resources

The Supplier has the ability to build printing guidelines across the enterprise and direct print jobs to lowest cost MFD Resource. This can be achieved via a centralized print portal or an enterprise print management system. The Supplier's solution will internalize any outsourced print jobs as its MFD Resources has an inbuilt work flow process as outlined below.

The C60 and Versant 180: Automate job submission of repetitive job types to achieve productive, error-free workflows with Fiery Hot Folders. Take advantage of commonly used Fiery pre-sets to save time when submitting jobs.

Produce precise, exact color from all applications, platforms and formats with Fiery ColorWise color management technology. Accurately match corporate, logo, brand and custom colors with Fiery Spot-On.

IT administrators can create customized printer drivers with appropriate print options for different groups of users or limit certain features to certain group of users.

Fiery VUE from is a free visual print application that produces professional-looking, finished print materials quickly, easily and cost-effectively from your desktop.

Fiery Command WorkStation can manage all Fiery Driven printers locally or remotely from Mac or Windows Clients.

- Modify jobs, view information about jobs and Fiery Servers;
- View, select, and modify custom print options;
- View and modify custom workflows; and,
- Save and reprint jobs.

D Series: With multiple destination options, Client users can quickly scan and save or scan and send documents in one (1) easy step. Innovative Job Flow Sheets make it possible by automatically emailing or distributing jobs to designated locations.

The Build Job feature enables easy programming of different types of pages in one (1) document, with no manual collation required regardless of the job's complexity.

Convert hard-copy pages to TIFF, JPEG and PDF files that you can store in folders for fast reprint or send directly to an FTP location or an email distribution list.

The Supplier's MPS provides an opportunity to further reduce costs by an additional one to twenty percent (10% to 20%) through optimizing and further right sizing the Client's print environment. The Supplier's MPS is able to manage all technology, regardless of the manufacture (if agreed upon by the Client), and provides a single point of contact for MFD Resources available in this Agreement.

The spectrum of Managed Print Services for OEM Clients can be defined in three (3) distinct offerings. OEM and Clients can choose the level of MPS that best fits their environment. The degree of MPS is dependent on the size and complexity of the Client requirements for escalating levels of services in their unique environment.

The Supplier provides the following three (3) MPS:

- **Remote Service:** This is basic service available to manage the Supplier's technology via automated supplies replenishment, meter reads and ad hoc reporting.
- **Basic Managed Print Service:** This offering enables the Supplier to monitor and manage the Client's total output environment regardless of manufacturer including.
- **Enterprise Print Services:** This service builds on Basic (described above) offerings and may also include:
 - Assess & Optimize: This assessment is the first step to help you gain control, drive down print costs and help you improve productivity. The Assess & Optimize stage leverages our award winning assessment processes and tools.
 - Secure & Integrate: Supporting mobility is no longer optional. As more students, faculty and staff rely on mobile devices to stay connected and productive, it is now a matter of finding a way to ensure that your mobile environment is secure.
 - Automate & Simplify: The investment in the Supplier's technology provides a significant opportunity for you to leverage these smart "workplace assistants" as an onramp into content management systems. This can provide significant value from a workflow perspective to drive efficiencies for staff and internal Clients.

27.0 Professional Service Resources

The Supplier shall provide professional service Resources on an as-and-when-required basis to Clients upon request. The Supplier should conduct a study and analyze the Client's current structure and recommend approaches to move the Client towards a more efficient, cost effective managed print services solution.

The analysis provided by the Supplier should take the following aspects into consideration before making recommendations to the Client including, but not be limited to:

- Agreement administration and support;
- Deployment (location, size, feature requirements);
- Fleet management;
- Moves, additions and changes;
- Pricing;
- Quality control;
- Reporting;
- Savings;
- Secure print;
- Service requirements;
- Substitutions;
- Sustainability;
- Training; and,
- Transition and implementation.

Office MFD

The Supplier can, at additional costs, support the Client throughout the entire MFD Resource life-cycle management.

28.0 Customer Support to Clients

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

- A single-point-of-contact responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;
- A Client-specific escalation chart, as per Appendix E of the Client-Supplier Agreement or Appendix G of the Master Agreement;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day response;
- Audit services that is, assessing Clients MFD Resource requirements (e.g. some Clients may use a staff and/or student allocation ratio to assess their requirements);
- Ensuring minimal disruption to the Client;
- Easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- Knowledge transfer, and no additional cost educational events (e.g. webinars), if available;
- Establishing an ongoing communications program with the Client (e.g. new initiatives, innovation, sustainability);
- Providing written notice to Clients on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Attending monthly/quarterly meetings with Clients, as requested to review and discuss:
 - The number of service Resources in total and per unit;
 - Total service hours and response time in account average and per service call;
 - The percentage copy availability per MFD Resource and account average;
 - Account metrics compared to rest of the country statistics; and,
 - Open discussion towards improving customer support and innovation.
- Providing reports to Clients, upon request.

28.1 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.

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 the Appendix D – Performance Management Scorecard requirements set out in the Master 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 OEMC upon completion.

29.0 Agreement Management Support to OEMC

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- A senior account manager responsible for the overall management and reporting of the Agreement, including the management of area account managers and/or local Authorized Dealers responsible for the delivery of services to Clients;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OEMC to review such information as:
 - Client-Supplier Agreements and upcoming opportunities; and,
 - Performance management compliance;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction;
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required; and,
- Attending, at a minimum, quarterly business review meetings with OEMC to review, and if necessary, act upon:
 - The previous quarter's performance management goals;
 - Client-Supplier Agreements and upcoming opportunities will be identified to OEMC (active and those pending);
 - Deliverables and potentially other related Resources to support Client's business requirements;
 - Issues and opportunities for improvement;
 - Resource lifecycle management;
 - Industry trends, new technology/innovation;
 - Resource improvement plans;
 - Service delivery processes;
 - Operational activities;
 - Status of outstanding problems/complaints;
 - Monitor performance management compliance;
 - Quick quote/request for service requested and issued;
 - Savings (based on OEMC's selection of up to seven (7) Clients per quarter);
 - Client issued customer satisfaction survey results;
 - Potential enhancements to Appendix D – Performance Management Scorecard in the Master Agreement;

- 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 Client-Supplier Agreement status; and,
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required.

30.0 Optional Process to Add Other Resources

If mutually agreed to by OECM and the Supplier, other Resources (including but not limited to remanufactured MFD Resources, emerging technology/innovation and/or related services) may be added to the Agreement to align with Client needs twice a year during the Term.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered when contemplating adding Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Resource to add other related Resources. All Resources, currently in the Agreement, shall remain unchanged.

The Supplier may request the addition of other Resources by April 1st and/or October 1st. The Supplier shall provide prior written notice, accompanied by appropriate documentation (e.g. detailed calculations, Resource description, original equipment manufacturer, part numbers, and rationale for the addition).to OECM at least sixty (60) before April 1st and/or October 1st, if requesting a Resource refresh.

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

The Agreement will be amended accordingly, if necessary.

31.0 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.

If the Supplier has provided the Client additional savings based on the Client's requirements, i.e. volume discount, the Supplier shall provide OECM with details in the monthly spend report.

32.0 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 OECM, 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 be reviewed and adjusted (e.g. annually), as required.

33.0 Invoicing

The Supplier shall submit consolidated monthly invoices based on the previous month's actual volume and activity (e.g. moves, adds, managed print services, professional services).

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-Supplier Agreement shall be itemized and contain, at a minimum, the following information:

- Client's name (and specific location for larger Clients) and delivery address;
- Invoice date and number;
- Client's purchase order number;
- Department name;
- Client's cost centre number, general ledger number, as required;
- Description of MFD Resource (including model and serial number, and installation location), quantity and Rates invoiced;
- MFD Resource meter readings;
- Supplies (e.g. no additional cost staples) ordered and received (including quantity); and,
- Extended total and Harmonized Sales Tax ("HST").

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

Each Client will specify their detailed invoicing requirements (i.e. ten-month billing versus twelve-month billing, monthly versus quarterly) when executing a Client-Supplier Agreement.

34.0 Electrical Requirements

All MFD Resources subject to standards approval for use/consumption in the Province of Ontario must conform to the standards approved by Canadian Standards Association, the Ontario Electrical Safety Code, and/or Underwriters Laboratory.

35.0 Electrical Connections

All MFD Resources connected to electrical service (110-120 volt) must be equipped with a three (3) wire U-ground power cord.

The Client shall arrange for the installation of the Supplier recommended power connection to the power source.

36.0 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are at Client's location 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.

37.0 ISO 14001 Certification

The Supplier (or its OEM) should be registered under ISO 14001 from a nationally accredited registrar under the ISO 14001 program for the manufacturing facility where the specific MFD Resource being proposed is manufactured.

38.0 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.

39.0 Licenses, Right to Use and Approvals

The Supplier shall obtain all licenses, right to use and approvals required in connection with the supply of the Deliverables. The costs of obtaining such licenses, 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 Laws to hold or obtain any such license, 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 license, right to use or approval.

APPENDIX B – RATES AND RESOURCE SPECIFICATIONS

Pricing as per the OECM Appendix B of the Master Agreement, amendment 1 signed Nov 10th 2018, amendment 2 signed February 6th 2019, effective January 28th 2019 and amendment 3 signed March 4th 2019.

1.0 Maximum Rates

The Resource Rates, as set out in a separate Microsoft Excel file entitled Appendix B – Rates and Resource Specifications, are firm maximum Rates for the first four (4) years of the Agreement in all geographic zones.

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

The Rates shall be the firm maximum Rates for the Term of the Agreement if a Rate refresh is not exercised as noted below.

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

In extenuating circumstances, OECM 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. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OECM. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Resources in this Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

2.0 Resource Rate Methods

Clients, with the Supplier support, will determine the appropriate Resources and pricing method(s) based on their organizational needs.

- There are two (2) types of Rates applicable to the **MFD Resources**:
 - Operating rental cost plus cost per page ("CPP"); and,
 - Outright purchase plus CPP.
- The following three (3) types of Rates are applicable to **MPS Resources**:
 - CPP;
 - Maximum per diem Rates; and,
 - Software license Rates.
- The following Rate is applicable to **Professional Services Resources**:
 - Maximum per diem Rates.

Clients are seeking value for money, ease of use, efficient pricing methods to streamline day-to-day operations including invoicing and Agreement management. During Client-Supplier Agreement execution, the Client and Supplier may mutually agree to a blended CPP Rate for invoicing purposes only.

3.0 Optional Rate Refresh

OECM's goal is to maintain Rates as low as possible for Clients. However, the Supplier may request a Rate refresh on the fourth (4th) anniversary of the Agreement or on the eighth (8th) year anniversary, if an extension is being exercised. For Clients, however, who have signed a sixty (60) month rental in the first or second year of the Agreement, the initial Rates shall stay in effect for the entire sixty (60) month period. If requesting a Rate refresh, the Supplier shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to the fourth (4th) anniversary of the Agreement or in the eighth (8th) year if an extension is being exercised.

As part of any review OECM 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. Any such request from the Supplier must be

supported by the original equipment manufacturer ("OEM") and accompanied by documentation deemed appropriate by OEM. OEM 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") 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 for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- 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,
- 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 sufficient supporting evidence, as determined by OEM that demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

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

If a proposed Rate refresh was agreed upon between OEM 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 Clients a minimum of thirty (30) day prior notice from OEM. If, however, a proposed Rate increase is not accepted by OEM the Agreement shall 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 shall remain in effect.

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

The Agreement will be amended accordingly.

4.0 No Minimum Volumes

The Supplier will not be permitted to charge a minimum volume and/or dollar amount value for orders (e.g. related to copy impressions and/or the number of MFD Resources acquired) whatsoever during the Term of the Agreement.

5.0 Ontario Electronic Stewardship Fees

The Supplier shall participate in the Ontario Waste Electrical and Electronic Equipment ("WEEE") Program Plan and control the electronic waste produced through either a Supplier self-managed or third party hardware return and recycling program.

The Client shall be responsible for paying the Supplier's WEEE Rate per MFD Resource installed at their location.

6.0 Early Termination Fees

In the event a Client terminates one (1) or more MFD Resource prior to end of the fleet term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental MFD Resources as set out in a separate Microsoft Excel file entitled Appendix B – Rates and Resource Specifications.

Early termination fees are not applicable to purchased MFD Resources.

7.0 Pricing Audit and Management

The Client, OEM, or OEM on behalf of a Client, may request Rate audits on Resources provided during the Term (including all Rates) of the Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Client, OEM, or OEM on behalf of a Client 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.

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

[Clients may wish to insert their purchasing policies and guidelines under the Client-Supplier Agreement. For example, the Client's Accessibility for Ontarians with Disabilities policy, environmental policy, diversity policies/practices, etc.].

APPENDIX D – GUARANTEED RESPONSE TIMES

[Insert applicable guaranteed response times or refer to Appendix C of the Master Agreement]

APPENDIX E – SUPPLIER’S ESCALATION PROCESS

Escalation Process

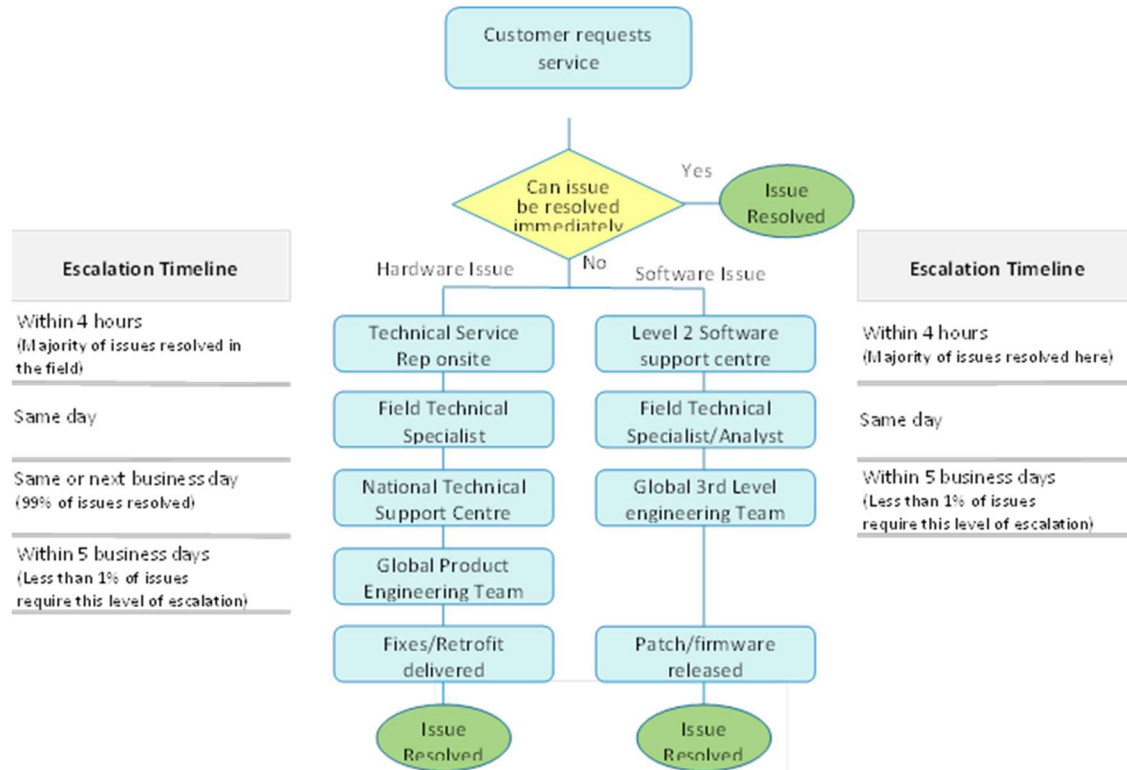
When necessary, a Technical Service Representative may need to escalate the issue to a higher level of support. There are numerous options to ensure significant issues are resolved as quickly and efficiently as possible. The specialists involved in the escalation process are experts with an average of 18 years technical experience.

Hardware and Software Related Support

When the Technical Service Representatives (TSRs) are not able to solve the issue, they will escalate the call to the Supplier's field product specialists. These product specialists will visit the client to assist the TSR and restore the Resources to working order. They also have direct access to bilingual phone support based in National Support Centres in Toronto and Montreal, where the Supplier's technical specialists can immediately assist. The different Resources are available in these facilities, which uniquely allows the Supplier to replicate Client's environments and enable quick problem simulation.

The design and product development teams (engineers) are at the highest level in the escalation process. All the Supplier's product specialists in the St-Laurent Centre (Toronto and Montreal centres) can contact these teams located in Rochester, New York, and in El Segundo, California. If all standard options for issue resolution are exhausted the Product Specialist may request a replacement with an identical Resource, depending on the situation.

These various processes are described in the flow chart below:



APPENDIX F – SAMPLE IMPLEMENTATION PLAN

Implementation Planning

The process below is a sample of what the Supplier use for all fleet implementations. This process will be customized to meet the requirements and configurations of the Resources ordered for each Client.

Proven and experienced resources through the provision of dedicated Implementation Coordinators and Lean Six Sigma Certified Professionals assigned to support the project.

The Supplier will provide a single Implementation Coordinator to ensure consistency in delivery through all aspects of the project.

The Supplier will identify all the key milestones required, assumptions, risks, a detailed implementation plan and other key project requirements that will become the roadmap for implementation

Weekly/Monthly project updates will keep all stakeholders current on project status with early identification of areas that need to be addressed, and celebrating and communicating success along the way.

Activities in Scope of Implementation Management Support

- order input
- Resource sourcing
- Resource configuration
- delivery and installation Resource
- training
- Supplier solution implementation
- coordination with Client contacts
- coordination of internal Supplier resources
- efforts toward seamless transition from prior vendor to Supplier

Examples of information gathered before the Supplier start deployment to ensure success is as follows;

- Where applicable, trades units are confirmed before the order is processed and linked to deliveries of new Resources
- All Resources pre-staged and tested to the requirements of the Client
- Where applicable, clone files are prepared and approved by the Client prior to deployment
- Network information is provided in advance
- Where applicable, accounting solution are in place and clones capture requirements
- Contact information / hours of operation/ and other site relevant information is gathered
- Client IT team is advised of the install dates and to allow them to prepare for new Resource deployments.
- The Supplier's service teams are advised of implementation plan and can be actively involved with day to day deliveries.

Activities Out of Scope of Implementation Management Support

- image overwrite programming
- decommissioning of competitive Resource
- 3rd party solution implementation
- facilities renovation
- Infrastructure such as network drops and IP addresses (Client provided)
- electrical readiness

Remote Network Install

The Supplier's Remote Network Installation is a free service that helps improve productivity and reduce down time

Our Analysts are equipped with the latest remote tools. These tools allow us to configure Client's Resource over the internet.

Remote Installation is done using industry leading technology at a time that is convenient to the Client. The Supplier will work with the Client step by step during the process and this will give Client the opportunity to learn how to maximize the use of their Resources.

With the Client's permission, Remote Install allows our analysts to:

- Install and configure print driver on Client's server or workstation.
- Configure the Client's optional services (scan to E-mail, scan to network, LDAP E-mail lookup, Supplier standard accounting).

Remote Network Install is designed to meet stringent IT security needs. Data transmission using

HTTPS Secure Socket Layer and 256 bit encryption in addition to multi-layer password authentication ensures the Client's privacy and confidentiality. The Remote Server facilities are monitored and protected on 24/7 basis.

As a security feature, the Client always maintain override control of the mouse and keyboard during any activity with the ability to shut down the remote session at any time.

Sample Work Plan Tasks

IMPLEMENTATION PLAN	OWNER	DATE
PROJECT START-UP PHASE		
Award the Contract	Client	
Schedule meeting to clarify and finalize equipment requirements	Client and Xerox	TBA
Communication plan developed	Client and Xerox	TBA
Project Team responsibilities communicated	Xerox	TBA
Services defined and communicated to team	Xerox	TBA
Proof of Concept planned	Xerox	TBA
Start-Up Meeting		
Principals Identified - Key Contacts identified	Client and Xerox	TBA
Key Users Identified	Client and Xerox	TBA
Validate equipment requirements	Client and Xerox	TBA
Xerox Equipment & Software ordered	Xerox	TBA
Provide a communication plan during implementation of who to call	Xerox	TBA
Identify and help Client staff schedule for all aspects of change (IT/Maintenance/Electrician)	Client and Xerox	TBA
Validate location for the equipment and power	Client and Xerox	TBA
Validate network drop(s) location	Client and Xerox	TBA
Validate power requirements	Xerox	TBA
Site Check		
Develop floor plan	Client and Xerox	TBA
Change Electrical – network drops	Client	TBA
Final Inspection and Check to ensure compliance – power, network drops	Xerox	TBA
Gather IP addresses from Client	Xerox	TBA
PROJECT START-UP PHASE COMPLETE		

IMPLEMENTATION PLAN	OWNER	DATE
Equipment Delivery/Set-Up		
IT deploys print drivers as per OS versions and Xerox recommendations	Client and Xerox	TBA
Xerox Solutions all HW and SW scheduled for delivery at identified location	Xerox	TBA
Xerox Service Technicians and Analysts are scheduled	Xerox	TBA
Riggers delivers all Xerox MFDs and accessories	Xerox	TBA
Service Tech dispatched to install the Xerox Printers	Xerox	TBA
Pre-test operability of the Printers including assigned SW license enablement	Xerox	TBA
Load latest software on the Printer	Xerox	TBA
Solution Configuring		
Connect devices to network	Xerox	TBA
Testing and Production Tune up of all Xerox Printers HW and SW	Client and Xerox	TBA
Establish and set system defaults	Client and Xerox	TBA
Supplies		
Initial Xerox supply order communicated, ordered (one set will come with delivery of device)	Client	TBA
Ensure that supplies list for new equipment is provided to the customer	Xerox	TBA
Xerox supplies received and validated	Client	TBA
Training		
Initial Operator/User Training	Xerox	TBA
Follow up Operator/User Training	Xerox	TBA
PROJECT IMPLEMENTATION PHASE COMPLETE		

IMPLEMENTATION PLAN	OWNER	DATE
Ongoing Support		
Ad hoc Refresher Training	Client and Xerox	TBA
On-Going Support Plan- Document outlining future training, applications, support, etc.	Xerox	TBA
Quarterly Performance Review <ul style="list-style-type: none"> Performance Review Observations & Trends Innovation Ideas Next Steps 	Client and Xerox	TBA

Milestones

For quality control, the Supplier will report on Implementation Success Measures

- Incident log for tracking of all projects
- YTD reporting available
- Success Measures have been bucketed in 9 distinct categories (see below)
- Target for all measures has been established at 96%

Contingency

The Supplier will test all Resources prior to install, should a Resource not be operating to specifications the Supplier will notify the Client and arrange either for a new Resource or repair existing Resource. Hot swaps are available if required.

Dependencies

Project Governance that will foster a collaborative, consultative approach that ensures alignment to the project as well measurements of success.

Resources

Achieving successful outcomes isn't about technology alone; it also takes great people with the right skills. The Supplier has an implementation team of 6 Coordinators with 3 to 25 years of deployment experience each. In 2015 and 2016 respectfully the Supplier has supported over 40 large fleet projects per year, totaling over 20,000 successfully installed Resources across the country.

This group allows us to leverage experience obtained from prior implementations combined with a defined process to ensure a positive install experience for our Clients.

Training

Training will be scheduled and provided based on the Client's requirements.

Timelines

Supplier will have a pre-install meeting with Clients to discuss and confirm the implementation plan and the objectives outlined below.

- Faultless installation of all Resource by _____ (date).
- Successful testing of all applications by _____ (date).
- Completion of all training by _____ (date).
- Client acceptance of Supplier solution by _____ (date).

Risk and Risk Mitigation

All Phases of TTMP include disciplined and detailed Project Governance to ensure that elements are completed as required, on -time, and communicated appropriately. Critical to the success of the project will be reflected in our ability to address the issues of managing the resistance and discomfort experienced by end users when new processes or technology are introduced. As people are the true assets of any organization, special attention is needed to gain acceptance and adoption of the solution

Through the combination of our proven methodology and lessons learned from other successful projects, the Supplier will ensure a comprehensive project plan and seamless transition. The Supplier will complete the project on time, on specification and with the desired outcomes.

Mitigating Security Risks

The Supplier believes comprehensive, multi-layer security that is easy to deploy and manage is a critical factor in the success of any business or organization of any size. With our McAfee partnership, our security is stronger and more comprehensive than any competitor's fleet. The Supplier spans four key aspects in our approach: intrusion prevention, Resource detection, document and data detection and external partnerships like McAfee. McAfee's whitelisting technology, which constantly monitors and automatically protects against malware attacks, comes embedded in all ConnectKey AltaLink Resources. When services and solutions are required to complement our Resources, our managed print services offerings continue the security philosophy with an approach that prevents, detects, protects and reports.

The Supplier's ConnectKey Technology provides the most comprehensive range of advanced features and technologies to help ensure Client's confidential information stays secure. The Supplier's technology is tested and validated to ensure protection against unauthorized access, and to keep Client's business compliant with standards across multiple key industries. Ready out of the box, Supplier's standard security includes features, such as 256-bit hard drive encryption, McAfee protection powered by Intel Security and secure printing.

ConnectKey Technology equals a risk free investment

Buyers Laboratory, Inc. (BLI), an independent evaluator of document imaging Resources, chose Supplier based on the following criteria:

- Wide range of document imaging solutions for office, enterprise and production-print Clients.
- Outstanding portfolio of Supplier proprietary software.
- Unmatched breadth of third-party/independent software vendor (ISV) partner applications the Supplier offers Clients.
- Strong showings in tests conducted by BLI in key areas such as: feature set, productivity, ease of use and value.
- Best rankings in print management and mobile printing applications.

APPENDIX G – AUTHORIZED DEALERS

Advanced Office Solutions Inc.
Core Business Solutions
DBS Central
Digital Business Systems
Digital Business Systems East
Digital Office Solutions
Document Xcellence
HubTGI Central
HubTGI West
Kap Data (2011)
PartnerIT Corporation
Red X East
Red X Technologies
RIS Document Solutions
Superior Digital Solutions Inc.
Thunder Bay Xerographix Inc
Tri-County Copiers Plus
Urban-X Solutions Inc.
Vertex Consulting

APPENDIX H – OECM CLIENTS BY ZONE

Zones	School Board Clients			College Clients	University Clients
Central	Brant Haldimand Norfolk Catholic DSB	Hamilton-Wentworth DSB	Waterloo Catholic DSB	Centennial College	Brock University
	CSD catholique Centre-Sud	Hastings and Prince Edward DSB	Waterloo Region DSB	Conestoga College Institute of Technology and Advanced Learning	University of Guelph
	CSD du Centre Sud-Ouest	Kawartha Pine Ridge DSB	Wellington Catholic DSB	Durham College of Applied Arts and Technology	McMaster University
	DSB of Niagara	Niagara Catholic DSB	York Catholic DSB	George Brown College of Applied Arts & Technology	OCAD University
	Dufferin-Peel Catholic DSB	Peel DSB	York Region DSB	Georgian College of Applied Arts and Technology	Ryerson University
	Durham Catholic DSB	Peterborough Victoria Northumberland and Clarington Catholic DSB		Humber College Institute of Technology & Advanced Learning	University of Toronto
	Durham DSB	Simcoe County DSB			Trent University
	Grand Erie DSB	Simcoe Muskoka Catholic DSB		Loyalist College of Applied Arts and Technology	University of Ontario Institute of Technology
	Halton Catholic DSB	Toronto Catholic DSB		Mohawk College of Applied Arts and Technology	University of Waterloo
	Halton DSB	Toronto DSB		Niagara College of Applied Arts and Technology	University of Western Ontario
	Hamilton-Wentworth Catholic DSB	Trillium Lakelands DSB		Seneca College of Applied Arts and Technology	Wilfrid Laurier University
East		Upper Grand DSB		Sheridan Institute of Technology and Advanced Learning	York University
				Fleming College	
	Algonquin and Lakeshore Catholic DSB	Limestone DSB	Upper Canada DSB	The Algonquin College of Applied Arts and Technology	Carleton University
	Catholic DSB of Eastern Ontario	Ottawa Catholic DSB		Canadore College of Applied Arts and Technology	University of Ottawa
	CSD catholique de l'Est Ontarien	Ottawa-Carleton DSB			Queen's University
North East	CSD catholique du Centre-Est de l'Ontario	Renfrew County Catholic DSB		La Cité collégiale	
	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology	
	Algoma DSB	CSD du Nord-Est de l'Ontario	Nipissing-Parry Sound Catholic DSB	Cambrian College of Applied Arts and Technology	Algoma University
	CSD catholique des Grandes Rivières	DSB Ontario North East	Northeastern Catholic DSB	Collège Boréal	Laurentian University
	CSD catholique du Nouvel-Ontario	Huron-Superior Catholic DSB	Rainbow DSB	Sault College	Nipissing University
North West	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB		
	CSD du Grand Nord de l'Ontario				
	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	
West	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
	Huron-Perth Catholic DSB				

[End of Client-Supplier Agreement]