

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

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

BETWEEN:

Town of Fort Frances
(the "Client")

- and -

Dell Canada Inc.
(the "Supplier")

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

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

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

ARTICLE 1 - DEFINITIONS

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

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

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

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

(a) October 1, 2021, or,

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

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2017-261-01.

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

ARTICLE 3 - REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

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

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

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

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

ARTICLE 4 - TERM OF CSA

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

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

- 5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.
- 5.2** The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client and the Supplier may mutually agree on changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.
- 5.5** The scope of Services Resources, including Rates, shall be documented and mutually agreed upon by the Client and the Supplier.

ARTICLE 6 - RATES AND PAYMENT

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

ARTICLE 7 – INSURANCE

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

ARTICLE 8 - NOTICES

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
 - (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

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

9.2 Termination by Client

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

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

9.3 Supplier's Obligations on Termination

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

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

9.4 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

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

9.6 Survival upon Termination

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

ARTICLE 10 – PUBLICITY

- 10.1** Any publicity or publications related to this CSA or the Resources shall be mutually agreed upon between the Supplier and the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES

11.1 Supplier's Power to Contract

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

11.2 Representatives May Bind the Parties

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

11.3 Independent Contractor

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

11.4 Subcontracting or Assignment

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

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

ARTICLE 12 – GENERAL

12.1 Severability

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

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such

termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

12.3 Changes By Written Amendment Only

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

12.4 Section 217 Education Act et. al.

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

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

12.5 Criminal Records Check

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

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

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

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

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

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

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

12.6 Purchasing Policies and Guidelines

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

12.7 Harassment and Assault

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

12.8 Language of Contract

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

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

Town of Fort Frances

Authorized Signature

Name

Title

Date

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

DELL CANADA INC.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

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

1.0 Description of Resources

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

Refer to Appendix B for Device Resource Rates.

2.0 EUC Resources

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

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

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

Refer to Appendix B for Rates.

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

2.1 Enterprise Business Grade Device Resources

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

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

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

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

2.2 Quality

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

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

2.3 Security

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

2.4 Operating Systems

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

2.5 Central Processing Unit

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

2.6 Other Related Device Resources

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

2.7 Device Resource Updates

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

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

2.8 Warranty Coverage

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

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

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

Resource warranty coverage Rates are set out in Appendix B.

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

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

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

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

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

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

Client support feature comparison PCs and tablets

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

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

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

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

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

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

2.9 Self-Maintainer Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client Enrollment into TechDirect

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

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

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

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

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

2.10 Repeat Call Resolution

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

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

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

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

2.11 Dead-on-Arrival Device Resources

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

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

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

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

2.12 Demo Device Resources

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

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

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

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

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

2.13 Device Resource Recalls

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

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

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

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

2.14 Electrical Requirements

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

3.0 SERVICE Resources

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

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

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

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

4.0 Road Map Planning

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

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

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

5.0 Image Management Program

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

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

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

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

6.0 Asset Tagging Program

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

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

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

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

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

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

7.0 Lifecycle Management

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

The Supplier's Resource Model Transitions

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

Resource Roadmap

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

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

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

8.0 Resource - End of Life

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

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

9.0 Emerging Technology

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

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

10.0 Transition to New Technology

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

Client Command Suite ("CCS")

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

Specific Device Resource Support

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

ImageWatch

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

Custom Factory Integration ("CFI")

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

Dynamic Imaging

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

11.0 Client Engagement Proof of Concept

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

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

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

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

12.0 Supporting Learning

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

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

13.0 Other Supplier Services

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

Custom Factory Integration ("CFI")

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

Managed Deployment Services ("MDS")

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

Roadmaps and Product Updates

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

Client Quality Reports ("CQRs")

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

Reference Architectures

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

14.0 Other Related Service Resources

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

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

15.0 Order Management

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

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

15.1 Online Ordering

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

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

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

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

15.2 Electronic Commerce

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

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

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

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

The Supplier supports the following ERP solutions:

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

The Supplier's Business Integration ("B2B")

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

15.3 Substitutions

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

15.4 Delivery

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

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

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

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

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

15.5 Lead-Time

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

15.6 Supplier's Stocking Locations

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

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

15.7 Returns

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

If a Client chooses to return a Device Resource, the Client must return such Resource within thirty (30) days unless an exception to this policy is considered. To initiate a return, the Client can contact the Sales Team (Inside Sales Representative or the core the Supplier's Account Executive) who will request the appropriate Return Merchandise Authorization ("RMA") and the Return Shipping Label. The Client attaches the Return Shipping Label to the package and contacts the courier (as per the Supplier's instructions) to make arrangements to have it picked up.

16.0 Invoicing

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

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client purchase order or other Client provided information, shall be itemized and should contain the following information:

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Order date;

- Detailed description, serial number (if applicable) , quantity and Rate or net price of Resources invoiced;
- Type of Device Resource (e.g. desktop, mobile, accessory, peripheral, other Device Resources or Service Resource) , if applicable;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

16.1 Payment Terms and Methods

Flexibility in payment processes is required. The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing Client Supplier Agreements.

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

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

16.2 Electronic Fund Transfer

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

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

17.0 Incentives to Clients

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

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

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

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

18.0 Client Support

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

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution. The Supplier shall provide an organization chart of the Supplier's representatives available to them;
- An escalation process, with contact information, to support resolution to outstanding issues;

- An entire sales force well versed in the details of the resulting Agreement;
- Technical support seven (7) days a week, twenty-four (24) hours per day;
- Easy access to the Supplier (e.g. by online, chat, toll free telephone number, email, voicemail, and fax");
- Responding to Client's inquiries (e.g. to day-to-day activities, purchasing portal queries, hardware refreshes/device Resource changes) within one (1) Business Day;
- A **designated single point-of-contact** for:
 - Returns, or defective Device Resources and warranty support;
 - Invoice issues and or resolution; and,
 - Technical assistance
- Promote the use of technology innovation to facilitate excellent Client experience;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend quarterly business review meetings with Clients, to discuss various aspects of the business relationship including services activities;
- Provide reports and or access to online reports, upon request;
- Support co-ordinated bulk purchases - OEM and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time at any time during the Term of the Agreement. If this occurs, OEM or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 2.14.4. OEM or the Client will ensure reasonable lead-times for bulk purchases are requested; and,
- Manage device Resource model changes - the Supplier shall ensure that in the event a proposed device Resource or a device Resource part becomes unavailable and a replacement is proposed, OEM and the Client will be provided with the reason why, and the replacement device Resource or part shall have as a minimum, equal or greater functional capabilities/specifications and EPEAT rating, than those of the retiring device Resource or part.

18.1 Reporting to Clients

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

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

- Client's organization name;
- Delivery address;
- Invoice date and number;
- Client's purchase order number and date, if applicable;
- Detailed (EUC or Service) Resource description;
- OEM name;
- Supplier's part number;
- Order quantity;
- Unit price;
- Unit of measure; and,
- Subtotal, HST and total.

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

- Client Quality Reports;
- Service History;
- Order Status;
- Packing Slips;
- Executive Briefing;
- Service Tag;
- Warranty;
- Shipping and Delivery SLA;
- Warranty Dispatch;
- Order Tracking; and,
- Asset Report.

Customized reports are available as requested. This engagement process starts with a request from the Client.

18.2 Client Satisfaction

Understanding that each Client is different, the Supplier, with OEM's support, will perform Client satisfaction surveys at mutually agreed upon times throughout the Term of the Agreement. The survey should be focused on, but not limited to:

- Client support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (e.g. is the Supplier meeting SLA).

18.3 Net Promoter Score

The Supplier uses a Net Promoter Score ("NPS") to measure the Client experience and understand the Clients' likelihood of recommending the Supplier to others; the ultimate measure of their experience and the Supplier performance. NPS is a globally recognized metric developed by Satmetrix, Bain and Company and Fred Reichheld that is used to gauge brand loyalty. NPS is not a satisfaction percentage but a score determined by subtracting the percentage of Clients that are detractors (<7/10) from the percentage that are promoters (9 or 10/10). This generates an NPS between -100 and 100.

19.0 Agreement Management Support to OEM

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

- Assigning an OEM account executive responsible for overseeing all aspects of the delivery and support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;

- Attending, at a minimum, quarterly business review meetings with OEM to review the following and the Supplier's Performance Management Scorecard results, and if necessary, act upon:
 - The previous quarter's performance management scorecard (e.g. SLAs);
 - Client Supplier Agreements and upcoming opportunities will be identified to OEM (active and those pending);
 - Resources and potentially other related EUC and Service Resources to support Client's business requirements;
 - Issues and opportunities for improvement;
 - Device Resource lifecycle management;
 - Industry trends, new technology/innovation;
 - Service Resource improvement plans;
 - Service delivery processes;
 - Operational activities;
 - Status of outstanding issues/complaints;
 - Monitor performance management compliance;
 - Quick quotes requested and issued;
 - Savings (based on OEM's selection of up to seven (7) Clients per quarter);
 - Client satisfaction survey and NPS results;
 - Financial incentives;
 - Environmental performance;
 - Resource forecasts;
 - Issues encountered and resolution resolving issues;
 - Proposed improvements to Resource provision;
 - Cost reduction ideas;
 - Potential enhancements to Key Performance Indicators ("KPIs") and SLAs; and,
 - Inventory management/audits/upcoming issues/opportunities.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues");
- Monitoring, managing and reporting pricing, , Client satisfaction and NPS results and Client Supplier Agreement status; and,
- Timely submission of reports showing invoiced Resources, and other ad hoc reports as required.

A dedicated liaison, the Supplier's Business Development Manager ("BDM"), will be assigned for the full term of the agreement. The BDM will work with OEM to review all aspects of the new agreement and establish the processes needed to cover the internal requirements within the first thirty (30) days.

Escalation – The Supplier account teams, who have consistent communication with clients, own the escalation process. Clients will receive continual updates until their issue is resolved.

Internal training will be provided on an ongoing basis, including amendments, Client-Supplier Agreement onboarding, to ensure everyone is up to date with respect to the offerings, benefits and compliance.

19.1 Agreement Promotion

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

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

19.2 Performance Management

During the quarterly business review, OEM will review the KPIs and SLAs as described in Section 3.06 of the Agreement, with the Supplier.

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

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

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

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

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

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

20.0 Environmental Performance

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

The Supplier shall report annually on its environmental performance during the Term of the Agreement.

20.1 Environment – Reducing Carbon Footprint

The Supplier's Zero Carbon Initiative strives to maximize the energy efficiency of the Supplier's products and over time offset their carbon impact.

The Supplier has committed to reducing the Supplier's Greenhouse Gas ("GHG") emissions in operations, logistics, and Resource use.

Because power generation from carbon sources results in greenhouse gas ("GHG") emissions, the Supplier has established programs to reduce its energy use and to use renewable energy sources.

The Supplier has focused efforts at reducing GHG emissions in the following ways:

- Designing energy-efficient products;
- Through datacenter retrofits and carbon offset programs;
- Reducing emissions from the Supplier's Operations;
- Implementing initiatives in the Supplier's Manufacturing; and,
- Reducing emissions from the Supplier's operations.

20.2 Environment – Reduce and Recycle

The Supplier helps the Clients minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling. The Supplier also aims to reduce environmental impacts throughout the sustainability lifecycle as outlined in the previous sections.

The Supplier offers innovative programs like “Plant a Tree” carbon dioxide offset program. This helps Clients reduce their carbon footprint by offsetting the carbon dioxide emissions related to the use of Resources by helping to regrow and protect forests.

The Supplier’s asset resale and recycling services include all aspects of the decommissioning process — from planning, packaging, and pickup, to sorting, destructive data overwrite, value recovery, reuse and documented and responsible disposal for owned and/or leased equipment. The Supplier’s services allow Clients to place as much care and emphasis on the proper management of decommissioning technology as they do on the acquisition and ongoing support of these assets.

20.3 Sustainability

In 2012 the Supplier launched its 2020 Legacy of Good Plan. This commitment was a first step toward a new sustainability strategy for the Supplier. The plan brings the rest of that strategy into focus and sets the trajectory for how social and environmental sustainability will become an accelerator for successful and sustainable Client and societal outcomes for years to come. Please see <http://www.dell.com/learn/us/en/uscorp1/2020-goals> for the Supplier full Corporate Responsibility report.

21.0 Business Continuity

Business continuity is vital to the Supplier’s business success and the success of the Clients. Overall guidance for the Supplier’s program is provided by the Global Business Continuity Office (“GBCO”) and is led by staff experienced in business continuity practices. The GBCO assists business units to avoid, prepare, and recover from a business interruption.

Disaster Recovery

Disaster recovery is also an integral part of The Supplier’s business continuity program and the IT Disaster Recovery team operates a rigid schedule of testing for all of The Supplier’s critical applications. To ensure the Client data and the Supplier’s operational data are maintained to the highest possible secure standards, The Supplier’s Disaster Recovery Policy is in place so the Clients can have the greatest confidence in the Supplier’s information security practices.

21.1 Business Continuity Plan

The Supplier’s Business Continuity Plan (“BCP”) addresses key areas such as:

- Strategies that mitigate the impact of short- and longer-term supply chain interruptions to ensure that the Supplier’s meet the Clients’ Service Level Agreements. The Supplier has multiple geographically dispersed suppliers for the same parts and the Supplier’s large volume purchase commitments offer Clients priority allocation;
- Updating the Supplier’s Call Trees and general escalation procedures every three months;
- Developing, reviewing and revising the Supplier’s Client notification processes; and,
- Scenario planning including the loss of life from pandemic circumstances, loss of infrastructure, loss of a site or region, critical internal and external dependencies, critical applications, vital documents and recovery procedures.

21.2 Contingency Planning

The Supplier’s Global Business Continuity Plan (“GBCP”) is designed to mitigate the risks of unexpected business interruptions. The Supplier’s Crisis Management Program (“CMP”) and Business Continuity Planning strategies ensure continuity of The Supplier’s operations. The Supplier has multiple geographically dispersed manufacturing plants, parts depots, distribution centres with strategically-planned Resource inventories that ensure the Supplier’s ability to guard against unforeseeable disruptions.

The CMP addresses the processes to recover from disasters such as the inability to access a facility, personnel loss and the loss of systems and equipment resulting from a flood, fire or weather-related catastrophes. It specifies the communication actions and detailed tasks that must be performed at the time of the crisis and the period of time immediately following the occurrence to enable business operations to continue.

21.3 Disaster Recovery and Business Continuity

The Supplier shall provide to OECM and/or Clients upon request, provided that a valid NDA is in place, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

22.0 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Device Resources. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where the Supplier is required by Applicable Law to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in the Agreement, execution of the Agreement by OECM shall not be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

23.0 Workplace Hazardous Materials Information System

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

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

24.0 Client Saving Calculation

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

25.0 Client Centered Value Adds

a. Supplier Professional Learning ("PL") Credits:

OECM Education Clients will receive PL Credits on their purchases. The total value of these credits is dependent on the number of devices purchased. For example:

- Onsite Day for Teachers = 280 devices purchased = 1 Day
- Strategic/Executive/Leadership Consulting = 280 devices purchased = 1 Day
- Virtual Course = 280 devices = 1 three week course

Notes: Does not include Chromebooks. All PL services can be aligned to provincial or International Society for Technology in Education ("ISTE") standards. To initiate these credits, Supplier and the OECM Client must develop a Training Plan outlining the Board's PL goals and targeted courses. Courses can be customized. Standard courses and details are provided.

b. Classroom of the Future Contest:

Supplier and the Supplier partners will fund a contest awarding \$30,000 of equipment per year to a school demonstrating the "Classroom of the Future". This will be run with OECM for OECM Clients.

c. Connecting IT to Teaching and Learning Conference:

Supplier will hold an annual event for the education community in 3+ locations across the country to promote the effective use of IT in teaching and learning. OECM Clients will get priority invitations to this event and will be invited to a pre-event dinner the evening before.

d. Microsoft in the Classroom Sessions:

Supplier will facilitate 1 Microsoft in the Classroom session for every 500 Windows 10 devices purchased for OEMC Clients.

e. Self-Maintainer Program/Tier II Tech Direct:

Supplier will cover the cost of this program (\$1,500 per Client annually) so that Clients can obtain certification and reimbursement for the self-maintenance work they perform.

f. Supplier Professional Services - Consulting Workshops:

No charge Workshops to OEMC Clients. This is an excellent opportunity to address key technology and related business challenges and drive cost efficiencies throughout Clients' organizations. See attachment Supplier Services IT Consulting for an example.

g. Technical Seminars:

Supplier will host 6 local seminars throughout the year free for OEMC Clients. Topics to be aligned with Client's requirements (e.g. Windows 10, image building, etc.).

h. Case studies:

Supplier will work with OEMC Clients to develop two case studies per quarter to help promote the excellent work they are doing within their organizations and communities.

i. Member Purchase Program (MPP):

Supplier will provide Member Purchase Program pricing to employees of OEMC Clients. Based on the current program, employees will receive Supplier's best home use price with savings of up to 30% depending on Supplier promotions, plus 5% loyalty rewards, free shipping, and exclusive member offers. Reporting and payment of Cost Recovery Fees for sales through the MPP are not applicable.

APPENDIX B – RATES

Rates are set out in a separate Microsoft Excel file.

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

Rates for:

- EUC Resources are the minimum percentage discount off the Supplier's published Canadian web list price or the Supplier's list price or the Manufacturer's Suggested Retail Price ("MSRP"). Such list price may fluctuate from time to time and are not fixed. The net price paid by a Client will be determined by multiplying the Rate by such list price ("net price" or "net pricing", as applicable). Where the Client requests a quote for a net price from the Supplier, such quote will be valid for six (6) months for non-third party EUC Resources. For third party EUC Resources, such quote will be valid until the next April or October, whichever occurs first; and,
- Services Resources are maximum Rates that are firm until October 2017.

The Supplier may request a Service Resource Rate refresh twice per year thereafter. Refreshed Service Resource Rates shall be updated in April and October annually, if agreed upon by OEM, and shall remain firm until the next pricing refresh period.

The Supplier may, at any time during the Term of the Agreement, propose better Rates (i.e. better minimum percentage discounts for EUC Resources or lower net Rates for Service Resources).

Any Rate refresh request from a Supplier must be supported and accompanied by appropriate documentation (i.e. detailed calculations, individual Client impact analysis), and the requested Rate adjustment for Service Resource Rates.

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

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

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

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average as of August 2016 is one-point-two-nine-eight-two-seven-five-four-nine (1.29827549);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered;
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Agreement management performance (i.e. performance management scorecard, KPIs, SLAs, quality, Resource provision, response time and reporting) will be considered by OEM when contemplating a pricing refresh.

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

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

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

If for any reason, the Supplier and OEM cannot agree on the new Rates within the specified timeframe, such Rates shall not be adjusted until the next opportunity (i.e. the following April or October) at OEM's sole and absolute discretion.

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

Agreement will be amended accordingly.

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

Decreases to any Rate shall be accepted at any time during the Term of the Agreement. Supplier may provide special promotional Rates for limited periods of time. Certain online Rates offered (i.e. Supplier's Day of the Deals) will be temporary specials only.

OEM will monitor the Suppliers Resource Rates on a monthly basis, as set out below:

Measure	Activity	Report/Action
Initial Resource net price versus maintenance Resource net price	Review monthly Resource Rates (i.e. Supplier's selling price, percentage discount and net Rate) percentage increases/decreases against previous months Resource Rates	Report monthly, review quarterly and if necessary, discuss consistency and possible adjustment to Rates

List of Product & Services Available

Category	Products
Fixed Workstations	Desktops, all-in-ones, workstations, thin clients, and Cloud desktops.
Mobile Devices	Laptops, mobile workstations, tablets and 2-in-1 PCs.
Chrome devices	Chrome devices
Accessories	Monitors, interactive displays, SMART TVs, charging carts, docking stations, graphic cards, memory modules, replacement batteries, security locks, and others.
Services	Configurations, , managed deployments, and professional services.
Projectors	Projectors (including interactive projectors)
Printers & Scanners	Small office printers and scanners.
Networking	Switches, routers, cables, controllers, access point management systems, adaptors, and others.
Storage	Flash storage, Cloud storage, controllers, storage management and others.
Servers	Tower servers, rack servers, Blade servers, chassis, server appliances, and others.
Data Protection & Security	Data backup, protection applications, security solutions, security applications, and others.
Application	Virtualization applications, development platform, Cloud computing applications, and others.
Custom Delivery Services	Custom delivery requirement rates.

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

Ordering Through Resellers. Client has requested that it be permitted to purchase certain EUC Resources through Zycom Technology Inc, an authorized reseller of Supplier the "Reseller". Supplier consents to such request and agrees that Client may submit orders for EUC Resources through the Reseller. With respect to any such purchases, the terms and conditions of the CSA will apply to such EUC Resources, apart from the terms and conditions relating to ordering, timing of delivery, invoicing and payment or any other terms applicable to the task that falls to the Reseller. If Client purchases Infrastructure Resources that consist of EMC branded storage products from the Reseller, to account for the differences in the way such storage products are used and supported, the Reseller may provide, link to or highlight to Client certain use, warranty and service terms that are applicable to such storage products. Unless acting under the direction of the Supplier, the Supplier will not responsible for any act or omission of the Reseller

[End of Client-Supplier Agreement]