

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

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

BETWEEN:

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

CDW Canada Corp.
(the "Supplier")

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

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

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

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

ARTICLE 1 - DEFINITIONS

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

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

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

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

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2017-261-02.

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

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

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

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

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

Jeremy Hughes
Information Technology Manager
jhughes@fortfrances.ca

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario, Canada, P9A 3P9
Telephone: (807) 274 5323 x 1219
Mobile: (807) 271 2409
Fax: (807) 274 8479
fortfrances.ca

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

ARTICLE 4 - TERM OF CSA

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

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

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

ARTICLE 6 - RATES AND PAYMENT

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

ARTICLE 7 – INSURANCE

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

ARTICLE 8 - NOTICES

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

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

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

9.2 Termination by Client

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

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

9.3 Supplier's Obligations on Termination

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

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

9.4 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered

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

9.5 Termination in Addition to Other Rights

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

9.6 Survival upon Termination

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

ARTICLE 10 – PUBLICITY

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

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

11.1 Supplier's Power to Contract

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

11.2 Representatives May Bind the Parties

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

11.3 Independent Contractor

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

11.4 Subcontracting or Assignment

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

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

ARTICLE 12 – GENERAL

12.1 Severability

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

12.2 Force Majeure

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

12.3 Changes By Written Amendment Only

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

12.4 Section 217 Education Act et. al.

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

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

12.5 Criminal Records Check

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

whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

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

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

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

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

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

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

12.6 Purchasing Policies and Guidelines

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

12.7 Harassment and Assault

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

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

Account Number: 9676921
Town of Fort Frances

Authorized Signature

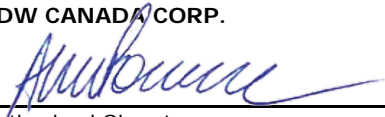
Name

Title

Date

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

CDW CANADA CORP.



Authorized Signature

Art Pascu

Name

Sr. Manager, Program Sales

Title

11/24/2020

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

1.0 Description of Resources

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

Refer to Appendix B for Resource Rates.

2.0 EUC Resources

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

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

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

Refer to Appendix B for Device Resource Rates.

2.1 Enterprise Business Grade Device Resources

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

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

2.2 Quality

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

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

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

2.3 Device Testing

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

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

Early Life Performance Testing:

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

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

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

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

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

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

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

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

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

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

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

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

- Failure rate by series;

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

2.4 Innovation

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

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

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

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

2.5 New Resource Technology

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

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

2.6 Security

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

Manufacturing Process and Security protocols:

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

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

2.7 Operating Systems

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

2.8 Central Processing Unit

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

2.9 Other Related EUC Resources

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

2.10 Device Resource Updates

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

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

2.11 OEM Warranty Coverage

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

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

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

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

Resource warranty coverage Rates are set out in Appendix B.

2.12 Self-Maintainer Program

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

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

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

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

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

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

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

2.13 Resource Parts Availability

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

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

2.14 Repeat Call Resolution

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

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

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

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

2.15 Dead-on-Arrival Device Resources

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

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

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

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

2.16 Demo Device Resources

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

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

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

2.17 Device Resource Recalls

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

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

2.18 Resource Technical Information/Aids

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

2.19 Electrical Requirements

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

3.0 SERVICE Resources

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

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

3.1 Image Management

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

3.2 Resource Configuration

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

3.3 Resource Asset Tagging

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

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

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

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

3.4 Resource Planning

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

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

3.5 Installation Services

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

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

SoW for Standard Installation Services:

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

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

3.6 Supplier's Help Desk Support

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

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

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

4.0 Lifecycle Management

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

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

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

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

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

5.0 Supplier's Supply Chain Management

Supply Chain Management Tools:

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

6.0 Order Management

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

Top Features:

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

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

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

7.0 Online Ordering

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

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

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

8.0 Electronic Commerce

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

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

Have access to internet;

Complete SciQuest supplier registration documentation;

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

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

9.0 No Minimum Order

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

10.0 Substitutions

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

11.0 Delivery

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

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

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

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

12.0 Large Client Orders

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

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

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

13.0 Resource Shortages

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

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

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

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

14.0 Lead-Time

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

15.0 Returns

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

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

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

16.0 Resource Recalls

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

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

Steps taken are as follows:

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

17.0 Invoicing

Billing Process:

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

Related Reporting:

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

Quality Assurance:

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

Invoice Reconciliation:

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

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

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

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

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

18.0 Payment Terms and Methods

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

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

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

19.0 Electronic Fund Transfer

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

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

20.0 Financial Incentives to Clients

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

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

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

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

21.0 Customer Support to Clients

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

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

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

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

Returns, or defective Device Resources and warranty support;

Invoice issues and or resolution; and,

Technical assistance

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

22.0 Continuous Improvement

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

Continuous improvement to Client support via:

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

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

23.0 Customer Satisfaction

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

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

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

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

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

24.0 Client Reporting

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

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

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

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

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

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

25.0 Staff/Student Purchase Program

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

26.0 Agreement Management Support to OEM

Agreement Management Plan:

The Supplier Team supporting the OEM Contract:

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

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

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

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

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

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

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

27.0 Agreement Promotion

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

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

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

28.0 Performance Management

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

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

Supplier Performance Management Scorecard			
Service Quality KPIs	Indicator	Service Level	Measurement

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

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

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

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

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

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

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

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

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

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

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

29.0 Reporting to OECM

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

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

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

30.0 Environmental Considerations

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

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

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

31.0 Sustainability

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

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

Supplier's Environmental Responsibility Policy:

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

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

32.0 Disaster Recovery and Business Continuity

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

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

Crisis Communication, Disaster Recovery, & Business Continuity

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

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

- Redundant servers across data centers for all mission

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

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

33.0 Contingency Planning – Shortages

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

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

34.0 Workplace Hazardous Materials Information System

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

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

35.0 Licences, Right to Use and Approvals

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

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

36.0 AODA Support for Clients

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

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

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

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

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

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

37.0 Documentation

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

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

38.0 Saving Calculation

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

39.0 Other Client Benefits

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

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

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

APPENDIX B – RATES

Rates are firm maximum Rates until November 1, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement will be amended accordingly.

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

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

Lenovo Topseller Resource Rates

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

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

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

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

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



Savings | Choice | Service

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

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

[End of Client-Supplier Agreement]