

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 **12th day of November, 2020**

BETWEEN:

Town of Fort Frances
(the "Client")

- and -

[Compugen Inc.]
(the "Supplier")

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

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

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

ARTICLE 1 - DEFINITIONS

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

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

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

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

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2017-261-03.

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

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

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

- Augustin Milandu, Account Executive
- Email: amilandu@compugen.com
- Phone: 1.800.387.5045

or

- **Sami Qureshi** | Account Associate – Public Sector
- Email: squreshi@compugen.com
- Phone: 1.800.387.5045

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

- **Jeremy Hughes**
- *Information Technology Manager*
- Email: jhughes@fortfrances.ca
- Telephone: [\(807\) 274 5323 x 1219](tel:(807)2745323x1219)
- Mobile: [\(807\) 271 2409](tel:(807)2712409)
- Fax: [\(807\) 274 8479](tel:(807)2748479)

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

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

ARTICLE 4 - TERM OF CSA

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

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

5.1 The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.

5.2 The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.

5.3 The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.

5.4 The Client and the Supplier may mutually agree on changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 - RATES AND PAYMENT

6.1 The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement.

6.2 The Client will pay the Supplier by way of Purchasing Cards, cheque, electronic funds transfer. The CSA payment terms are net thirty (30) days.

6.3 The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

7.1 The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.

7.2 The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

ARTICLE 8 - NOTICES

8.1 Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client

Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

8.2 Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
- (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

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

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided. Provided that Supplier is provided sixty (60) days to rectify any obligation issues identified in Section 9.1 to the Notice.

9.2 Termination by Client

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

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

9.3 Supplier's Obligations on Termination

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

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

9.4 Supplier's Payment Upon Termination

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

back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

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

9.6 Survival upon Termination

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

ARTICLE 10 – PUBLICITY

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

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

11.1 Supplier's Power to Contract

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

11.2 Representatives May Bind the Parties

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

11.3 Independent Contractor

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

11.4 Subcontracting or Assignment

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

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

ARTICLE 12 – GENERAL

12.1 Severability

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

12.2 Force Majeure

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

12.3 Changes By Written Amendment Only

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

12.4 Section 217 Education Act et. al.

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

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

12.5 Criminal Records Check

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

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

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

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

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

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

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

12.6 Purchasing Policies and Guidelines

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

12.7 Harassment and Assault

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

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

Town of Fort Frances

Authorized Signature

Name

Title

Date

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

COMPUGEN INC.



Authorized Signature

David Austin

Name

CFO

Title

November 20, 2020

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

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

1.0 Description of Resources

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

Refer to Appendix B for Device Resource Rates.

2.0 DEVICE Resources

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

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

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

Refer to Appendix B for Device Resource Rates.

2.1 Enterprise Business Grade Device Resources

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

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

2.2 Quality

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

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

The OEM:

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

The Supplier:

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

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

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

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

In the event of accidental erasure of Client's data, Supplier Field Technicians will work with the Client's technical staff and the Client to take necessary support processes and steps to restore the data. The assumption being that the end user data is backed up on some form of backup media, at no additional cost or at an additional cost mutually agreed upon between the Supplier and the Client. This could include, but not limited to, a network or external backup drive. Supplier is able to support many data retrieval methodologies in use by Clients today.

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

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

2.3 Device Testing

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

The OEM TTP includes:

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

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

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

2.4 Security

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

2.5 Operating Systems

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

2.6 Central Processing Unit

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

2.7 Device Resource Updates

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

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

2.8 Device Lifecycle Management

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

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

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

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

2.9 Device End-of-Life Management

The Supplier and OEM will work together to interface with OEM Clients on a regular basis. This team will work proactively to communicate Resource announcements, provide future technology roadmap information

and identify new and innovative ways to help OEM's Clients achieve increased cost savings. The Supplier will mitigate impact on OEM Clients by:

- Providing Resource roadmaps and transitions. Typically performed on a quarterly basis, these roadmaps will let OEM and Clients know well in advance of new chipset and technology refreshes that will be occurring as well as end of life dates on the various Resource lines and their successors;
- Assisting OEM in identifying Client computing projects, gathering requirements, and identifying solutions within the OEM and/or OEM Partner portfolio;
- Facilitating technical briefings from OEM subject matter experts to introduce OEM and Clients to new technologies from OEM or from OEM's partner community;
- Analyzing technical challenges with Resource implementation and facilitate support escalations to expedite resolution;
- Co-ordinating technical evaluations, proof of concepts, and access to early evaluation beta Resources;
- Providing loaner devices when appropriate; and,
- Holding inventory in the Supplier's warehouse.

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

2.10 New Technology

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

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

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

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

- Providing up to 90 days of notice for Resource transition from the end-of-life device;
- Facilitating discussions and recommendations on replacement Resource;

- Providing a demo unit to test and certify image on new replacement Resource;
- Offering image creation services by working collaboratively with OEM and its Clients; and,
- Approving the final image, prior to production through technical evaluation.

2.11 Innovation and Proof-of-Concept

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

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

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

2.12 OEM Warranty Coverage

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

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

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

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

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

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

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

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

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

2.13 Device Part Availability

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

2.14 Self-Maintainer Program

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

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

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

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

The OEM's warranty will not be affected if OEM Clients install end-user replaceable parts. In fact, OEM Resources are designed with many Client Self-Repair ("CSR") parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. In addition, OEM offers a Self-Maintainer program that enables a Client's IT department to self-maintain OEM Hardware. For non CSR parts, for optimal resolution, repairs to OEM equipment should be performed by qualified OEM technicians under the Self-Maintainer Program or OEM. In addition, OEM maintains a Services Media Library website for Clients featuring videos, animations, audio, & downloadable instructions on how to locate and switch out field-replaceable units.

2.15 Repeat Call Resolution

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

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

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

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

2.16 Dead-on-Arrival Device Resources

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

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

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

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

2.17 Demo Device Resources

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

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

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

2.18 Device Resource Returns

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

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

2.19 Device Resource Recalls

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

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

2.20 Supplier's Service Desk

The Supplier's Service Desk provides the following:

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

2.21 Supplier's Configuration Centre

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

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

2.22 Supplier's Inventory Management

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

2.23 Electrical Requirements

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

2.24 Other Related EUC Resources

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

3.1 SERVICE Resources

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

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

3.2 Image Management Services

The Supplier's configuration capabilities include the following:

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

- Client images are stored securely in a segregated dedicated imaging network within the Supplier's guarded and monitored facility. Staff access is strictly regulated through security checkpoints that limit the movement of any inventoried and non-inventoried Resource in and out of the facility. 24-hour monitoring and an onsite security detail is also available;
- The Supplier has the flexibility to image new and existing equipment. The Supplier's capability is to centralize hardware configuration management processes to improve levels of quality control and productivity, and minimizing the amount of time spent in creating and testing new configurations; and,
- Supplier can work OEM to manage its post-delivery imaging requirements including Client site visits, secure VPN connectivity, FTP and file transfer, SharePoint, etc.. On site imaging can also be accommodated by the Supplier's extensive deployment and field services team.

3.3 Configuration Management Services

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

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

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

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

3.4 Asset Management Services

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

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

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

3.5 Resource Planning Services

The Supplier Account Management Team will interface with OEM and its Clients on a regular basis and will work proactively to communicate Resource announcements, future technology roadmap information and

identify innovative ways to help you achieve increased cost savings. The assigned account executive and technical consultant will act as the main interface to provide support by delivering the following:

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

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

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

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

3.6 Deployment Process

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

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

3.7 Additional Service Resources

Additional Client beneficial services include:

- Supplier offers an a la carte menu of leasing solutions, including operating and capital leases for hardware, software, and services. The Supplier's leases are not tied to a specific vendor or Resource

line, and the flexibility to mix and match Resources and services means you can get what you want when you need it;

- Supplier's Service Desk is the Client's first point of contact for all of the Client's acquisitions, service request, and support needs. Currently, the Supplier's Service Desk has significant capacity to manage the Resource, Service and support requirements as defined within this Agreement; and,
- BIOS configuration/customization, SCCM server setup at the Supplier's facilities to offer real-time image changes, onsite setup of equipment at school sites, removal of packaging of new boxes, white glove service enrollment for chrome, and application deployment for tablet devices at no additional cost.

3.8 Other Related Service Resources

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

4.0 Order Management

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

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

4.1 Special Order Requirements

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

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

4.2 Online Ordering

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

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

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

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

eMerge provides simple catalogue uploads, punch-outs or a fully integrated end-to-end relationship. Integration project work-plans follow standard project methodologies including conception and initiation, planning, execution, performance/monitoring, and project close. A typical integration project timeline is six

(6) weeks in duration. A dedicated Supplier team will work collaboratively with OEM to achieve a high-level work plan including agreed-to scope, quality and time objectives.

The Supplier's eMerge features include:

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

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

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

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

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

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

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

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

- Provide support and technical information, including links to print drivers and updates;
- Provide access to reference manuals;
- Provide training material (e.g. videos) and documentation;
- Allow Clients to easily track their orders; and,
- Provide information related to website maintenance and other situations where orders will be impacted.

4.3 Resource Shortages

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

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

5.0 Electronic Commerce

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

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

Have access to internet;

Complete SciQuest supplier registration documentation;

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

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

6.0 No Minimum Order

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

7.0 Substitutions

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

8.0 Delivery

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

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

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

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

8.1 Delivery Outside Normal Business Hours

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

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

8.2 Lead-Time

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

9.0 Invoicing

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

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

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

9.1 Payment Terms and Methods

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

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

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

9.2 Electronic Fund Transfer

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

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

9.3 Financial Incentives to Clients

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

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

10.0 Customer Support to Clients

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

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

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

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

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

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

10.1 AODA Support for Clients

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

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

- Assign resources to support OEM and its Clients and provide consultation on equipment with respect to Client-specific accessibility requirements under the AODA and in managing the order process from

inception through to delivery Clients specified location and Client acceptance/sign-off for all equipment, including recommended accessibility features and functions;

- Provide technical resources with extensive levels of expertise and experience in AODA.; and,
- Assign resources who have been properly trained and coached on the standards of accessibility (such as AODA Integrated Standards training and AODA Mandatory training).

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

- Information on the Supplier's website about assistive technology included in OEM Resources and about assistive technology companies;
- Additional Support Agents that provide dedicated support for persons with disabilities M-F, 6am-9pm Mountain Time; and,
- 24x7 web access to OEM's Resource accessibility conformance reports.

10.2 Continuous Improvement

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

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

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

The Process Improvement Tool provides key functionalities:

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

10.2 Technical Support Tools

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

- OEM Support Center: a one-stop online support portal that provides a consolidated view of technical support resources available to Clients and includes links to OEM community forums, warranty checks, support bulletins, manuals and online case management;
- Product Change Notification: Clients can register for this free notification service in order to receive email alerts regarding new or modified device drivers, software patches, BIOS & hardware changes/issues;
- OEM SoftPaq Download Manager: provides an easy-to-use powerful way to automatically download OEM software updates or create custom driver (.cab) packs for all OEM hardware within OEM Client environments;

- OEM Image Assistant: free tool that provides assistance to IT System Administrators by diagnosing the image and identifying problems by comparing against a reference image (OEM or custom) and recommending solutions - missing driver, driver updates, BIOS updates;
- OEM BIOS Configuration Utility: a free command line utility which provides the ability to manage BIOS settings on OEM supported desktop, workstation and notebook computers;
- OEM System Software Manager: a utility that simplifies and automates the mass deployment of BIOS images, device drivers, BIOS settings. In addition to being stand-alone, SSM can also easily integrate with login scripts or other deployment systems (such as Microsoft SMS or SCCM) to simultaneously and remotely update multiple Client PCs;
- OEM Services Media Library: features videos, animations, audio, and downloadable instructions on how to locate and switch out field-replaceable units on OEM hardware Resources;
- OEM QuickSpecs: on-line central resource that provides technical specifications for OEM hardware and software; and,
- OEM Product Bulletin: is a convenient downloadable application that allows offline access to all of the QuickSpecs and will synchronize its database.

10.3 Customer Satisfaction

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

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

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

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

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

10.4 Net Promoter Score

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

10.5 Staff and Student Purchase Program

The Supplier has a formal employee purchase plan available to OEMC and its Clients. Students, faculty, employees and their families can procure Resources via Supplier's eMerge online web portal. eMerge is a customizable web portal with secure login and password to allow for credit card transactions for any items which a Client would like their users to be able to buy at discounted pricing. Supplier will work with OEMC

and its Clients to build a customized catalog of Resources to be available for purchase. As an example, all OEM desktop and laptop standards can be procured for personal use.

10.6 Client Reporting

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

Supplier understands OEM's need for accurate reporting capabilities, with Client accessible features for downloadable electronic formats (i.e. Excel) via Web access to Clients in real time and extracting, adding, modifying and updating data and in various electronic file formats (e.g. Excel, CSV) and the number of empty fields a Client can designate and upload, if necessary. The Supplier provides the following reporting capabilities:

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

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

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

Standard reports include:

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

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

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

- Client's organization name;
- Delivery address;
- Invoice date and number;
- Client's purchase order number and date, if applicable;
- Detailed resource description including serial numbers;
- OEM's public part number;
- Supplier's part number;
- Order quantity;
- Unit price;
- Unit of measure;

- Subtotal, HST and total;
- Quick Quote and/or further discounted prices;
- Performance matrices (e.g. number of back-orders, on-time, late deliveries);
- Issues and resolutions (e.g. those encountered, resolved, timing); and,
- Cost reduction ideas.

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

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

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

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

11.0 Agreement Management Support to OEM

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

The Supplier will perform the following management activities:

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

- Report on top seller items, turnaround time, and measure Client satisfaction.

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

- Assigning an OECM account executive responsible for overseeing all aspects of the delivery and support of the Master Agreement and ensure that the Inside Sales team comprised of over 16 Inside Sales will work with OECM to provide support for order fulfillment and SLA attainment;
- The Supplier will conduct extensive training to ensure the entire sales force is well-versed in the details of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- The Supplier will work with OECM to determine the best set of reports for monitoring and tracking Supplier's performance against the established service level agreement. Supplier performs the majority of the Supplier's activities in house and not via sub-contractors. In the event a sub-contractor needs to be utilized, the service call will remain owned by Supplier and included in the Supplier's reporting with the Supplier's mutual Client;

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

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

11.1 Agreement Promotion

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

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

11.2 Performance Management

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

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

Supplier's Performance Management Scorecard			
Service Quality KPIs	Indicator	Service Level	Measurement
Meeting Supplier's growth Plan	Number of Clients and Client spend	Quarterly	Report, and review quarterly.

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

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

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

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

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

11.3 Reporting to OEMC

The Supplier shall be responsible for providing monthly sales report to OEMC. 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 OEM.

11.4 Forecast Reporting to OEM

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

12.0 Environmental Considerations

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

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

- Environmental activities the Supplier participates in (e.g. fair trade practices, recycled content);
- Tracking and reporting the Supplier's environmental improvement over time by providing information on carbon footprint reduction, EPEAT certification and energy consumption;
- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Quality assurance program certificates the Supplier possesses (e.g. ISO 14001, ISO 9001:2008 Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs.

13.0 Environmental Support to Clients

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

- As part of the Supplier's overall environmental policy, the Supplier's packaging process makes every effort to reduce the waste and cost associated with Resource packaging and shipping;
- Significant time and effort has gone in to developing binding and packing techniques which primarily make use of light-weight, recyclable materials without diminishing Resource security or safety in transit;
- Supplier uses high-quality, recyclable inflatable packaging instead of traditional peanut, foam and paper packing materials. Since the material inflates at the Supplier warehouse, it takes a fraction of the truck

space required to ship conventional packaging materials to the Supplier's location reducing the carbon footprint for delivery;

- Supplier provides removal of packing materials and associated trash to the Supplier's Clients as part of its installation services, ensuring environmentally friendly disposal in an environmentally friendly manner;

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

- OEM educates employees on sustainability;
- The Supplier's formal Eco Advocates program enables employees to educate & assist Clients in reducing energy consumption;
- OEM has a formal sustainability program for partners, financially incenting their employees to take the training so they can also help joint Clients in reducing energy consumption and waste;
- OEM funds WWF Living Planet@work. This program provides FREE tools & resources to over 1300 companies helping them take action;
- OEM Smart Office Challenge) engages employees & enables anyone in any organization to green their IT; and,
- OEM Planet Partners program offers Clients 5 options for responsible recycling in Canada & incorporates the award winning closed loop recycling.

14.0 OEM Sustainability Approach

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

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

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

15.0 Disaster Recovery

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

16.0 Supplier's Business Continuity

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

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

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

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

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

17.0 Workplace Hazardous Materials Information System

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

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

18.0 Licences, Right to Use and Approvals

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

Where a Supplier is required by Applicable Law to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal

nor execution of the Agreement by OEM shall be considered an approval by OEM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

19.0 Documentation

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

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

20.0 Saving Calculation

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

21.0 Client Centered Benefits

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

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

- Any school wanting to purchase a Learning Studio can purchase via OECM for the first year of agreement launch.

APPENDIX B – RATES

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

Rates are firm maximum Rates until October 31, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement will be amended accordingly.

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

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

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

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

[End of Client-Supplier Agreement]