

SCHEDULE A

PUBLICLY FUNDED ORGANIZATION AGREEMENT

This Publicly Funded Organization Agreement ("PFO Agreement") is made as of [to be determined further to recommendation E of the SS16-11 SINGLE SOURCE CORPORATE TECHNOLOGY ASSETS report] between CompuCom Canada Co. (the "Supplier") and The Corporation of the City of London (the "Buyer").

Background:

The Supplier and Her Majesty the Queen in right of Ontario, as represented by the President of Treasury Board have entered into an Agreement for Desktop Management Services and Products made as of Friday, May 8th 2015. (the "DMSP Agreement").

The Buyer wishes to enter into a separate agreement with the Supplier so that the Buyer may place orders and acquire Services and Products from the Supplier in accordance with the terms of the PFO Agreement, as stated below.

For consideration, the receipt and sufficiency of which is acknowledged by the parties, the Buyer and the Supplier acknowledge and agree as follows:

(a) *Adoption*

The Buyer and the Supplier agree to be bound by all of the provisions of the DMSP Agreement as if such agreement was entered into by the Supplier and the Buyer, except where an amendment is implied *mutatis mutandis* and except as expressly amended in this PFO Agreement. For certainty, Her Majesty the Queen in Right of Ontario is not and shall not be a party to or a guarantor under the PFO Agreement.

(b) *Amendments:*

The following provisions of the DMSP Agreement will be amended for the purposes of the PFO Agreement:

(i) The definition of FIPPA in s. 1.1 of the DMSP Agreement is amended by inserting the phrase ", and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56" after the phrase "as amended";

(ii) The phrase "Desktop Supplier Management Office" is replaced with the phrase "City of London Information Technology Services" wherever it appears;

(iii) The limitation of liability amount of \$50,000,000 in subsection 7.5(c) is amended to \$5,000,000.

(iv) This agreement shall commence on the date of signing and shall terminate May 7, 2018. It may be extended for an optional two (2) additional, one (1) year extensions on the same terms and conditions.

PFO NOTICE

BACKGROUND INFORMATION:

- Treasury Board Secretariat (the Ministry) has entered into an agreement with the Supplier to provide specified deliverables including Desktop Management Services and Products (the "Deliverables") to the Ontario Public Sector (the "Agreement").
- The Supplier may, subject to the terms of the Agreement, consider requests from you (if you are a "PFO", as defined in the Agreement) to make Deliverables available to you for purchase.
- In order for a Supplier to consider requests from you, the Supplier must first provide you with this PFO Notice ("**Notice**").

- If you continue with your request after being provided with this Notice, you will be deemed to have acknowledged and agreed to the terms set out in this Notice.

TERMS

1. Your Status in Relation to the Agreement

You are not a party to the Agreement and you cannot acquire any Deliverables as a “Customer” under the Agreement. If you wish to acquire the Deliverables from the Supplier, you must enter into a separate agreement with the Supplier (“**PFO Agreement**”).

2. PFO Agreement

Although Ontario is providing you with access to the Agreement, you remain solely responsible for negotiating the terms and conditions of your PFO Agreement with the Supplier, including the responsibility for ensuring that your PFO Agreement contains business, legal or other terms and conditions as may be necessary or desirable for you.

3. Procurement Processes

You are solely responsible for ensuring that in entering into the PFO Agreement, you comply with any and all procurement rules, regulations, obligations and processes to which you are subject.

4. Ontario Not Liable for Your Relationship with the Supplier

- (a) Ontario does not endorse, recommend or approve the suitability of: (i) the Supplier as a supplier to you; (ii) the procurement process used to establish the Agreement as meeting the procurement rules, regulations, obligations and processes to which you are subject; (iii) the ordering process established for the Agreement as meeting the procurement rules, regulations, obligations and processes to which you are subject; and (iv) the terms and conditions of the Agreement as a basis for, in whole or in part, the PFO Agreement or any other resulting or related relationships or agreements between you and the Supplier. You are solely responsible for conducting your own independent assessment (including obtaining your own professional advice (which may include legal and business advice) as may be necessary and appropriate in your specific circumstances) to determine the suitability of the above.

Please note that legal and other professional advice provided to Ontario with respect to the establishment of the Agreement was solely for the benefit of Ontario to take into account Ontario’s specific legal and other concerns, and may not be applicable to or appropriate for, and may not address any of your concerns or the concerns of any other third party. Legal counsel for Ontario recommends that you obtain independent legal representation and receive independent legal advice, as well as other required independent professional advice, prior to executing any document or entering into any contract or agreement with, or acquiring any Deliverables from, the Supplier.

- (b) Ontario makes no representation, assurance, warranty, or guarantee: (i) that the Supplier will enter into a PFO Agreement with you; or (ii) of the quality, value or volume of Deliverables that may or will be sold, if any, to you.
- (c) Ontario will not: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, the PFO Agreement or any resulting or related relationship or agreement between you and the Supplier; or (ii) be responsible or liable to you for, and nothing in any agreement between you and any Supplier will have the effect of imposing or resulting in the imposition of, any costs, obligation, liability or covenant on Ontario for any matter arising under or in connection with: the Agreement; any Deliverable; or any related documentation; any access to the Agreement or related documentation; the PFO Agreement; any act, error or omission of the Supplier (including the provision or non-provision of any Deliverables or other products or services by the Supplier); or this Notice.
- (d) You will not, in relation to or under the PFO Agreement or under any resulting or related relationship or agreement between you and the Supplier, bring any cause of

action, action, claim, demand or lawsuit against Ontario or any of its personnel as a result of: (i) any act, error or omission of the parties to the PFO Agreement; or (ii) any act, error or omission of Ontario or any of its personnel.

- (e) Any obligations, costs or liability arising under or in connection with the PFO Agreement or any resulting or related relationships or agreements between you and the Supplier will remain with you and the Supplier.
- (f) You are solely responsible for your own contract administration with the Supplier and will not direct any issues that may arise with the Supplier to Ontario.
- (g) For the purposes of the PFO Agreement, you have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario.

5. Confidentiality. You acknowledge that information of a confidential nature to Ontario or the Supplier, regardless of whether it is identified as confidential or not (“**Confidential Information**”) may come into your knowledge, possession or control in connection with the PFO Agreement. You will: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those of your directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of acquiring or considering the acquisition of Deliverables from the Supplier (the “**Purpose**”) and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the Purpose, or except in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, or except in accordance with the *Municipal Act, 2001*, S.O. 2001, c. 25, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry; and (ii) in respect of any Confidential Information about the Supplier or any other third-party, the written consent of the Supplier and any such other third-party; and (d) return all Confidential Information to the Ministry on demand, with no copy or portion kept by you. You will not copy any Confidential Information, in whole or in part, unless copying is essential for the Purpose. On each copy made by you, you will reproduce all notices which appear on the original.

IN WITNESS WHEREOF the parties have entered into this PFO Agreement as of the date first set out above.

The Corporation of the City of London

Per:

Signature:

Name:

Title:

I have authority to bind the Buyer.

CompuCom Canada Co.

Per:

Signature:

Name:

Title:

I have authority to bind the Supplier.