

# Sale and Maintenance Agreement

This Sale and Maintenance Agreement (the “**Agreement**”) is effective as of the start date of the dealership agreement (the “**Effective Date**”)

**BETWEEN:** Canada Post Corporation, a corporation established pursuant to the *Canada Post Corporation Act*, with its head office located at 2701 Riverside Drive, at the City of Ottawa, in the Province of Ontario (“**Canada Post**”)

**AND:**

Full legal business name:  
Doing business as:

Hereinafter called the “**Retailer**”, a corporation incorporated under the laws of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ at the city of \_\_\_\_\_, in the Province of \_\_\_\_\_

## Recitals

**WHEREAS** Canada Post has granted the Retailer the right and license to operate: (i) a retail outlet specializing in the sale to the public of postage stamps and other postal products and services; or (ii) a parcel pickup service, as applicable;

**WHEREAS** to reflect the changing market and to meet new and changing consumer demands, such Retailer locations require the introduction of new system configurations;

**AND WHEREAS** Canada Post has agreed to sell to the Retailer, and the Retailer has agreed to purchase from Canada Post, products and services upon and subject to the terms and conditions hereof.

**NOW THEREFORE** in consideration of the terms and conditions set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **1. Definitions**

The words in this Agreement shall be defined as set out in the following listing:

“**Customer Acceptance Form**” means the form developed by Canada Post that will be completed and signed by the Retailer to indicate completion of the site installation activities and acceptance of all hardware and software components.

“**Dealership Agreement**” means an agreement under which Canada Post grants the Retailer the right and license to operate a retail outlet specializing in the sale to the public of postage stamps and other postal products and services.

“**Installation Services**” means acquiring, shipping and installing the System at Retailer locations.

“**MAC Event**” mean a move, add and/or change event.

“**Maintenance Services**” means maintaining on-site repair and/or on-site exchange of the System parts at Retailer locations.

“**Parcel Pickup Agreement**” means an agreement under which Canada Post grants the Retailer the right to operate a parcel pickup service.

“**Rates**” mean the prices established and agreed to by the parties for the purposes of this Agreement and are more particularly described in Schedule D (Pricing) plus any applicable taxes.

“**Services**” means, collectively and individually, (a) Maintenance Services, (b) Installation Services, (c) services for MAC Events, and (d) such other services provided by Canada Post, or a third party supplier specified by Canada Post, under this Agreement, and are more particularly described in Schedule A (Maintenance Statement of Work), Schedule B (Service Level Agreement) and Schedule C (System Acquisition and MAC Event).

“**Software**” means all the software required to deliver the Services and operate the System, and other incidental or related software used in connection therewith, as such software may be modified, supplemented or replaced as a result of support services. Software includes but is not limited to: the computer programs and/or software licensed by Canada Post from a third party supplier or service provider, or otherwise provided by Canada Post under this Agreement, including any: (1) embedded and/or re-marketed third party software and/or computer programs, including open source software, (2) interfaces, (3) source code, and (4) object code, and Software will include any and all revisions and enhancements thereto.

“**Service Amendment**” means adjusting from time to time, by adding, cancelling, deleting or re-scheduling, particular Services specified in Schedule A (Maintenance Statement of Work), Schedule B (Service Level Agreement) and Schedule C (System Acquisition and MAC Event) and adjusted in accordance with the Rates, and as Canada Post deems necessary to meet its requirements.

“**System**” means all of the devices and any other enabling hardware and Software described in this Agreement and any Schedule(s), invoice(s), Customer Acceptance Form(s) or purchase order(s) executed under this Agreement, including its features, elements and accessories or any combination thereof.

## **2. Schedules**

The Schedules referred to in, and attached to, this Agreement form a part of this Agreement. The schedules are:

- Schedule A “Maintenance Statement of Work”
- Schedule B “Service Level Agreement”
- Schedule C “System Acquisition and MAC Event”
- Schedule D “Pricing”

## **3. References to Days**

All references to days in this Agreement are references to calendar days unless the reference is to business days, in which case business days shall mean a day other than Saturday, Sunday, a statutory holiday and any day normally observed as a holiday by Canada Post.

## **4. Agreement to Purchase System**

Subject to the terms of this Agreement, Canada Post shall sell, and the Retailer shall purchase, the System at the Rates specified in Schedule D (Pricing) of this Agreement plus any applicable taxes.

## **5. Agreement to Provide Services**

Subject to the terms of this Agreement, Canada Post, or such third party supplier specified by Canada Post, shall provide to the Retailer the Services specified in Schedule A (Maintenance Statement of Work), Schedule B (Service Level Agreement) and Schedule C (System Acquisition and MAC Event) of this Agreement at the Rates specified in Schedule D (Pricing) plus any applicable taxes. The Retailer must only use Canada Post to service the System.

## **6. Software License**

- (a) **Grant of License.** Subject to the terms and conditions of this Agreement, Canada Post hereby grants to the Retailer a non-exclusive, perpetual, revocable, non-transferable right to use the Software in accordance with the restrictions set forth herein. The Software shall only be used on the System at the Retailer’s premises.
- (b) **Restrictions on Use.** The Retailer agrees not to: (i) modify the Software; (ii) disassemble, reverse engineer, decompile, or otherwise attempt to derive any source code from the Software, or take other action to disclose its source code, algorithms or other Confidential Information; (iii) rent, sublicense, lease, sell, distribute or otherwise provide the Software; (iv) provide a third party with the results of any functional evaluation, benchmarking or performance tests, without Canada Post’s written approval; (v) attempt to disable or circumvent

any of the licensing mechanisms within the Software, if any; (vi) prepare any derivative work of the Software or remove any product identification, copyright, trademark or other notice from the Software; or (vii) violate any other usage restriction contained in the Software installation instructions or release notes. The Software must be used solely for the purposes and in the manner described in this Agreement. The Retailer agrees not to copy any Software (or any derivative works based on the Software).

- (c) **Rights of Use.** The Retailer agrees to (i) secure and protect all Software (and any derivative works based on the Software), in a manner consistent with its obligations under this Agreement; and (ii) take appropriate action by instruction or agreement with its employees, contractors, agents, subcontractors or representatives who are permitted access to the Software (and any derivative works based on the Software), in order to satisfy the Retailer's obligations hereunder.
- (d) **Ownership.** Canada Post (and/or its suppliers or licensors) owns all right, title and interest to the Software (and any derivative works based on the Software), including all proprietary rights and other intellectual property rights. Canada Post reserves all rights not expressly granted to the Retailer under this Agreement.
- (e) **Destruction.** Upon termination of the Agreement or upon request for the decommission or removal of a System from the Retailer location by either party, Canada Post, or such third party supplier specified by Canada Post, will destroy and erase all data, information, documents, materials, Software or other media from the System and the Retailer agrees not to retain any copies thereof.

## 7. Initial and Renewal Terms

This Agreement will take effect on the Effective Date for a term of one (1) year (the "**Initial Term**"), unless terminated earlier in accordance with the terms and conditions contained herein.

Notwithstanding the above, all terms and conditions relating to the System will take effect commencing on the date the Retailer receives the System and any additional products stated in the Customer Acceptance Form to the Retailer. For certainty, all terms and conditions relating to the Services will take effect on the Effective Date.

Subject to the rights to terminate otherwise provided in this Agreement, upon the expiration of the Initial Term, this Agreement will automatically renew for successive and consecutive terms of one (1) year (each a "**Renewal Term**"). Such Renewal Term(s), if any, will be based on the current terms and conditions contained herein subject to any revisions of the Rates by Canada Post. Any Service Amendment by Canada Post requires written notice of sixty (60) days prior to the expiration of the Initial Term or Renewal Term. The Initial Term and Renewal Term(s), if any, are collectively referred to as the "**Term**".

## 8. Warranties

- (a) Canada Post warrants that it will provide Services according to the provisions of this Agreement. Canada Post does not warrant uninterrupted or "error free" operation of the System.
- (b) Canada Post warrants that all Services to be carried out by Canada Post under this Agreement shall be carried out in a competent manner consistent with generally accepted industry standards.
- (c) Canada Post warrants that the repairs and replacement of products under warranty and maintenance, including associated costs, are included and provided in this Agreement for Installation and Maintenance Services. Canada Post has no other obligation to the Retailer relating to any components other than Canada Post's System.
- (d) Canada Post warrants that the hardware or equipment provided under this Agreement is free from defects in materials and workmanship and conforms to Canada Post's specifications. The Retailer's sole and exclusive remedy for any breach of this hardware warranty shall be for Canada Post to repair or replace, at Canada Post's sole discretion, the part(s) in question.

## 9. Terms of Payment

- (a) For the purchase and installation of the System, Canada Post will submit an invoice to the Retailer in accordance with the Rates

identified in Schedule D (Pricing). The Retailer shall pay Canada Post within forty (40) days from the date of issued invoice..

- (b) If the Retailer requests a System to be added to their location, an additional invoice will be submitted to the Retailer in accordance with the Rates identified in Schedule D (Pricing). The Retailer shall pay Canada Post within forty (40) days from the date of each issued invoice.
- (c) For Maintenance Services, Canada Post will submit to the Retailer one (1) invoice monthly, as per the Rates identified in Schedule D (Pricing). The Retailer shall pay Canada Post by the last business day of the calendar month of each issued invoice.
- (d) For MAC Events, Retailer is to sign the Customer Acceptance Form provided by the on-site technician and, based on acceptance, Canada Post will then submit to the Retailer one (1) invoice for the System parts, products and/or Services requested in accordance with the Rates identified in Schedule D (Pricing). The Retailer shall pay Canada Post within forty (40) days from the date of each issued invoice.
- (e) If the Retailer requests the decommission or removal of a System from the Retailer location, an additional invoice will be submitted to the Retailer in accordance with the Rates identified in Schedule D (Pricing). The Retailer shall pay Canada Post within forty (40) days from the date of each issued invoice.
- (f) All payments will be made by the Retailer by way of Pre-Authorized Payment (PAP) or in any other manner as may be specified by Canada Post from time to time. The Retailer acknowledges that Canada Post may make changes to the terms of payment from time to time; in that case, Canada Post will give the Retailer thirty (30) days' prior notice regarding any such changes. If an amount becomes past due, Canada Post may elect to apply any money otherwise received from the Retailer or any money due to the Retailer by Canada Post toward bad debts first. Such right of set-off shall be without prejudice and in addition to any other rights Canada Post may have.
- (g) Unless otherwise expressly stated, all amounts set out in this Agreement are stated in, and shall be paid in, Canadian dollars.
- (h) With respect to payments due under this Agreement, Canada Post shall submit an original invoice to the Retailer.

## 10. Rates

Subject to all other terms and conditions of this Agreement, Retailer shall pay to Canada Post, as consideration for the System and Services, the Rates set forth in Schedule D (Pricing) to this Agreement plus any applicable taxes.

The Rates as per Schedule D (Pricing) will be reviewed by Canada Post annually. Canada Post will provide the Retailer sixty (60) days' prior notice regarding any changes to the Rates described in Schedule D (Pricing).

## 11. Confidentiality

- (a) **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Canada Post's Confidential Information includes the System and Services; and Confidential Information of each party includes, but is not limited to, the terms and conditions of this Agreement, as well as customer lists, information relating to the research, development, technology, pricing, finances, marketing or business plans and general affairs of the other party or any subsidiary of such other party. However, Confidential Information does not include any information that (i) is or becomes known to the public through no act or failure to act on the part of the Receiving Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is required to be disclosed pursuant to an order of a court, administrative tribunal or other body having the power to compel the production of Confidential Information. Such disclosure shall be made only to the extent so ordered and provided that the Receiving Party promptly notifies the Disclosing Party so that it may intervene in response to such an order, or if timely notice cannot be given, seeks

to obtain a protective order from the court or government for such Confidential Information.

- (b) The Confidential Information shall be maintained by the Receiving Party in the same manner as the Receiving Party keeps its own Confidential Information of a similar nature and in any event shall be kept in accordance with the same care as a reasonable and prudent person would care for such Confidential Information. The Receiving Party shall (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its own employees, subsidiaries, contractors or agents who need that access for purposes consistent with this Agreement, and (iii) prior to disclosure of the Confidential Information to its employees, subsidiaries, or agents, issue appropriate instructions to satisfy its obligations under this Agreement. A breach of such obligations by an agent or subsidiary of a party shall be deemed a breach hereunder of the parent company or principal as the case may be.
- (c) Upon the earlier of termination, for any reason, of the Agreement or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information (including copies thereof) or shall destroy such Confidential Information as directed by the Disclosing Party.

## **12. Termination**

- (a) If a party is in default of a material term of this Agreement, the other party may give the defaulting party notice requiring that the default be remedied within sixty (60) days. If the defaulting party fails to remedy the default within the sixty (60) day notice period, the non-defaulting party may terminate this Agreement for cause on simple notice to the defaulting party.
- (b) Either party may terminate this Agreement at any time, without cause, upon one hundred eighty (180) days' prior written notice to the other party.
- (c) Either party may immediately terminate this Agreement upon written notice to the other party if at any time during the Term:
  - i. either party ceases to carry on business or makes a sale in bulk of all or substantially all of its assets; or
  - ii. either party becomes insolvent or bankrupt, or files any proposal or makes any assignment for the benefit of creditors; or
  - iii. a receiver, trustee or other person with like powers is appointed to handle the affairs or property of either party; or
  - iv. an order is made for the winding-up or liquidation of either party; or
  - v. either party continues to be in default of any of its obligations after being provided sixty (60) calendar days' notice of the default.
- (d) Termination of the Dealership Agreement or Parcel Pickup Agreement, as applicable, will automatically terminate this Agreement.
- (e) In no event will termination relieve the Retailer of its obligation to pay any fees payable to Canada Post prior to the effective date of termination.

## **13. Assignment**

The Retailer shall not assign or otherwise transfer this Agreement, or the Retailer's rights under it, or delegate the Retailer's obligations, without the prior written consent of Canada Post (which consent will not be withheld unreasonably), and any attempt to do so without prior consent is void. Canada Post may assign the benefits of this Agreement or make any arrangements that would result in the performance, in whole or in part, of the obligations of Canada Post under this Agreement by a person other than Canada Post.

## **14. Limitation of Liability**

Other than for (i) physical injury or death to a person caused by Canada Post's negligent act or omission while performing the Services on the premises of the Retailer; (ii) willful misconduct; or (iii) fraudulent misrepresentation, Canada Post's total cumulative liability to the Retailer for any and all claims, demands or causes of action whatsoever for any losses or damages relating to this Agreement, including without limitation any indemnification or obligation to hold harmless under Section 17, will

not exceed the aggregate of fees paid under this Agreement.

## **15. No Liability**

Canada Post will not be liable for: (i) indirect, special, incidental or consequential damages, loss of or damage to data, loss of profits, loss of opportunities, loss of revenue, loss of goodwill, loss due to business interruption, loss of anticipated savings, or any such commercial loss, even if advised of the possibility of those damages; (ii) any damages caused by force majeure events as described in Section 19; or (iii) any claims by third parties except for claims made pursuant to Section 17.

## **16. Disclaimer of Warranty**

Except for any representations and warranties expressly set out in this Agreement, Canada Post disclaims all other representations and warranties either express or implied, including without limitation with respect to any Software, documentation, third party software, or other products or services, and expressly disclaims any and all implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Canada Post does not warrant that the operation of the System, including without limitation the Software, will be uninterrupted or error free.

## **17. Indemnification**

Subject to Sections 14 and 15, Canada Post shall indemnify and defend the Retailer from and against any losses suffered, incurred or sustained by the Retailer resulting from, arising out of or relating to any third party claims resulting from damages to the Retailer or its property, personal injury or death caused by the negligent or willful acts or omissions of Canada Post, arising in connection with this Agreement or the fulfillment of the obligations associated with this Agreement. Canada Post will bear any costs and damages finally awarded against the Retailer in any such action which are attributable to any such claim or incurred by the Retailer through the settlement of such claim, other than as a result of the negligence or willful misconduct of the Retailer. Canada Post shall be in sole control of the defence and all negotiations for any settlement or compromise and the Retailer, where applicable, agrees to reasonably assist Canada Post in the defense of any such claim at Canada Post's expense.

## **18. Relationship of Parties**

This Agreement is not intended to and shall not be construed as creating a joint venture, partnership or other form of business association between the parties. Neither party has the authority to bind the other and will not hold itself out to any party as having that authority.

## **19. Force Majeure**

Canada Post shall not be liable to the Retailer or deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to force majeure. For the purposes of this clause, force majeure shall mean any event beyond the reasonable control of Canada Post such as, but not limited to, any act of God, epidemics, pandemics, actions or inactions of government or any authorities, war, civil disturbance, court order, failures or fluctuations in electrical power or telecommunications equipment or lines, or labour disputes or disruptions. Canada Post's time for performance of any of its obligation under this Agreement will be extended as reasonably necessary.

## **20. Compliance with Law**

Canada Post and the Retailer shall each comply with all legislation directly or indirectly applicable to the performance of its respective obligations under this Agreement.

## **21. Intellectual Property**

The Retailer shall not use any trademarks, trade names, official marks or any other rights of Canada Post ("**Marks**") without the prior written authorization of Canada Post. The Retailer acknowledges and agrees that nothing in this Agreement shall be interpreted as any license, assignment or grant of any right, title or interest in or to Canada Post Corporation's intellectual property, including, but not limited to, any patents, designs,

copyrights or Marks. The Retailer shall take commercially reasonable precautions to protect any trade secret, patent, trademark, copyright, and other ownership and intellectual property rights in the System.

22. Subcontractors

Canada Post agrees to accept full and total responsibility for the actions or omissions of its subcontractors and each reference in this Agreement to Canada Post shall include any subcontractors providing Services on behalf of Canada Post.

23. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province in which the Retailer’s premises are situated and the other laws of Canada applicable therein without reference to the conflict of law rules of such Province.

24. Waiver

If either party fails to enforce any right or remedy available to it under this Agreement, that failure will not be construed as a waiver of any right or remedy with respect to the same or any other breach or failure by the other party.

25. Notice

All notices made pursuant to this Agreement must be in writing and sent by pre-paid courier for which signature receipt is required, registered mail or facsimile.

(a) In the case of Canada Post:

Canada Post Corporation  
2701 Riverside Drive  
Ottawa, Ontario  
K1A 0B1

and

(b) In the case of Retailer:

[LEGAL BUSINESS NAME]  
[ADDRESS]  
[CITY], [PROVINCE]  
[POSTAL CODE]

Any notice delivered by pre-paid courier or registered mail will be deemed to have been given and received as of the date upon which the recipient signs for receipt of the notice. Any notice by facsimile will be deemed to have been given and received one (1) business day following the date of transmission. For day to day messages required for the implementation of

The parties have executed this Agreement by their duly authorized signatories as of the Effective Date.

[LEGAL BUSINESS NAME]

Authorized Signature

Name (please print)

Title

Date

the Services, e-mail messages will be acceptable using e-mail addresses exchanged by the parties, provided that a return electronic mail message confirming receipt is sent by the recipient of such electronic mail message.

26. Language

The Retailer and Canada Post acknowledge that they have required this Agreement to be written in English. Les Parties aux présentes reconnaissent qu’elles ont exigé que la présente entente soit rédigée en anglais.

27. Entire Agreement and Amendments

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral or otherwise, relating to the subject matter hereof except as provided in this Agreement.
- (b) Notwithstanding Section 27(a), for every day matters of operational management including, but not limited to such matters as changes in delivery dates, and changes in the Services within the scope of this Agreement including related rate adjustments, Canada Post may amend this Agreement by giving the Retailer written notice. If the Retailer objects to any such amendment, the Retailer shall object by notice to Canada Post given prior to the expiration of the ten (10) day period that commences on the day on which Canada Post sent the Retailer notice of the amendment. If the Retailer does not give Canada Post notice objecting to such an amendment in accordance with the preceding sentence, the amendment shall be deemed effective as of the expiration of the ten (10) day period.
- (c) For amendments other than those that may be and are dealt with in accordance with clause (b), this Agreement may only be amended by written agreement signed by the duly authorized representatives of the Retailer and Canada Post.

28. General

Retailer represents that Retailer is acquiring a System with the intent to use it within Retailer business enterprise and not for reselling. The Retailer agrees not to modify or replace any part of the System. Retailer agrees to allow Canada Post to install mandatory engineering changes (such as those required for safety) on a System. Any parts Canada Post removes become Canada Post’s property. Retailer represents that Retailer has permission from the owner and any lien holders to transfer ownership and possession of removed parts to Canada Post. Retailer agrees to provide Canada Post with sufficient free and safe access to the Retailer’s facilities for Canada Post to fulfill its obligations. Canada Post is not responsible for failure to fulfill any obligations due to causes beyond Canada Post’s control. All Retailer rights and all of Canada Post’s obligations under this Agreement are valid only in Canada.

CANADA POST CORPORATION

Authorized Signature

Name (please print)

Title

Date



## Schedule A - Maintenance Statement of Work

### 1. Introduction

This Statement of Work ("SOW") provides the definition of the Maintenance Services to be provided under this Agreement to the Retailer by Canada Post, or such third party supplier specified by Canada Post, including all associated deliverables, service level requirements and applicable fees and pricing.

### 2. Scope of Maintenance Services

This SOW contains the technical specifications and work requirements for the provision of Maintenance Services for the System at the Retailer locations.

### 3. Responsibilities

#### 3.1. Canada Post Responsibilities:

Canada Post will be responsible for maintaining the System including cabling from the wall jack where the telephone company's circuit terminates.

Canada Post will provide Maintenance Services for the System by on-site repair and/or on-site exchange of the System parts.

Canada Post will provide Maintenance Services for Systems with replacement parts of equal or greater function.

When a part or a System is exchanged, the item replaced becomes Canada Post's property and the replacement becomes the property of the Retailer. The replacement may not be new but will be of equal or greater function. Before Canada Post exchanges a failing System, Canada Post has the right to inspect it. If it is damaged or parts are missing, Canada Post will charge Retailer to restore the System to an acceptable condition.

#### 3.2. Retailer Responsibilities:

The Retailer must submit all Maintenance Service requests directly through the Canada Post Retail Service Desk.

Before Canada Post provides Maintenance Services, Retailer agrees to do the following, if it applies:

- Follow the reasonable problem determination, problem analysis and problem resolution procedures provided through the Canada Post Retail Service Desk, including replacement of System parts by the Retailer as instructed by Canada Post;
- Inform Canada Post promptly through the Canada Post Retail Service Desk of changes in Retailer's address;
- Backup all financial data on the System, if possible, and remove all funds from the System;
- For a System that is exchanged for a System of equal or greater function, ensure that it is free from any legal obligations or restrictions that prevent its exchange and ensure that title to the replaced System replaced is passed to Canada Post "free and clear";
- Not to distribute, outside Retailer organization, technical information (such as corrections for installed hardware and software) which Canada Post supplied to Retailer, unless

- Canada Post agrees to the Retailer's request to do so; and
- Not to allow any third-party peripherals or software to be installed on the System.

### 4. Hours of Coverage

The Canada Post Retail Service Desk may be contacted by the Retailer to open a ticket for assistance Eastern Time Monday to Friday 06:30 to 24:00, Saturday 07:00 to 21:00 or Sunday 09:00 to 19:00, with exception of select statutory holidays.

Unless otherwise specified, the hours of coverage (local time) for Maintenance Services is as per below:

#### System Maintenance Hours of Operations:

Day	System Maintenance Hours of Coverage (Local Time)
Monday to Friday	7:00am to 6:00pm
Saturday	8:00am to 6:00pm
Sunday	12:00pm to 4:00pm

(Local time meaning the time zone associated with each Retailer's site locations).

### 5. Miscellaneous Services

Maintenance Services do not cover: additions, moves, changes and reloading of Software (unless caused by system failure), upgrades to Retailer system, accessories, machine frames and covers, "burned-in" image on monitors, service of a System damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by the Retailer or failure caused by a product for which Canada Post is not responsible, and repair of damages caused by activities not performed by Canada Post. If Canada Post provides service due to any of these causes, there will be an additional charge as per Schedule D (Pricing).

### 6. Hardware Configurations

The hardware configurations that form the System are defined in Schedule D (Pricing).

### 7. Charges and Payments

The charges for the Maintenance Services described in this SOW are outlined in Schedule D (Pricing). Retailer agrees to pay the amounts specified plus any applicable taxes.

### 8. Amendments

If a change to this SOW is required, both parties agree to use the change procedure for communicating the change, which will describe the change, the rationale for the change and the effect the change will have on the SOW.

The amendment must be signed by both parties to authorize implementation of changes to the Agreement.

## Schedule B - Service Level Agreement

### 1. Service Level Requirements

This Schedule B (“**Service Level Agreement**”) covers the Maintenance Services functions. Resolution time is measured for Maintenance Services functions assigned to Canada Post, or such third party supplier specified by Canada Post, and is the interval between the time Canada Post acknowledges and responds to an assigned Maintenance Service request and the resolution of that Maintenance Service request. The target resolution time depends upon the Retailer location and the scope of the Maintenance Services required as determined by a combination of impact and urgency.

For calls resolved by the Canada Post Retail Service Desk without the need for onsite Maintenance Services, first call resolution rate is measured in place of resolution time with a target to resolve eighty percent (80%) or more calls on first contact with the Canada Post Retail Service Desk.

Following problem analysis, the Canada Post Retail Service Desk may determine the need to replace a defective System part. Several of these System parts can be replaced by Retailer using the instruction included with the replacement part delivered to the Retailer. Self-installations will improve resolution time allowing Retailer to return to operational standards quicker. Should there be need for onsite Maintenance Services, the standards as described below will apply.

#### 1.1. System Maintenance Services Severity Definitions

The Maintenance Services severity definitions take into account impact and urgency dimensions.

- “Impact” takes into account the extent of the issue
- “Urgency” takes into account the revenue generated by the Retailer and/or daily call for volume

The table below provides a guideline to describe the different levels of impact. These definitions may be changed by Canada Post from time to time based on evolution of the System and its operation, and such changes will not require a formal amendment to this Agreement.

Impact	Definition
High	<ul style="list-style-type: none"> <li>• PC won’t boot/turn on – Single wicket</li> <li>• No internet connection</li> <li>• Monitor won’t turn on/display anything – Single wicket</li> <li>• Touchscreen not working or is having recurring issues – Single wicket</li> <li>• Receipt printer won’t print – Single wicket</li> </ul>
Medium	<ul style="list-style-type: none"> <li>• PC won’t boot/turn on – Multi-wicket, other wickets up and running</li> <li>• Monitor won’t turn on/display anything – Multi-wicket, other wickets up and running</li> <li>• Touchscreen isn’t working or is having recurring issues – Multi-wicket, other wickets up and running</li> <li>• Receipt printer won’t print – Multi-wicket, other wickets up and running</li> <li>• RPOS integrated payment device not working for debit/credit</li> <li>• Report printer won’t print – Single wicket</li> <li>• Label printer won’t print – Single wicket</li> <li>• Scale not displaying weight or displaying incorrect weight</li> <li>• Digital signage not functioning</li> </ul>
Low	<ul style="list-style-type: none"> <li>• Any device that is functional or has a workaround, but requires replacement</li> <li>• Customer display screen not working for signatures</li> <li>• Keyboard not working</li> <li>• Report printer won’t print – Multi-wicket, other wickets have a working report printer</li> <li>• Label printer won’t print – Multi-wicket, other wickets have a working label printer</li> <li>• Scale shows weight, but doesn’t communicate with the application</li> <li>• Scanner not working</li> </ul>

The table below defines the different levels of urgency.

Urgency	Definition
High	• > \$500k revenue and/or 60 call for per day
Medium	• Revenue \$251K-\$500K & / or 20-59 calls per day
Low	• Revenue \$0K-\$250K & / or < 20 calls per day

Severity is derived from the impact and urgency, as per the following table.

IMPACT	URGENCY		
	High	Medium	Low
High	Severity 1	Severity 1	Severity 2
Medium	Severity 2	Severity 2	Severity 3

<b>Low</b>	Severity 2	Severity 3	Severity 3
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## 1.2. System Maintenance Resolution Time

Following reasonable problem determination, problem analysis and problem resolution procedures provided through the Canada Post Retail Service Desk, should there be a need for a technician to go to the Retailer location for Maintenance Services, the System Maintenance resolution time target is shown in the table below.

System Maintenance Severity	Retailer Location - Site Classification	System Maintenance Target Resolution Time
1	Urban	4 hours
	Rural	6 hours
	Remote	24 hours
	Exceptional Travel	15 days or less
2	Urban	8 hours
	Rural	12 hours
	Remote	48 hours
	Exceptional Travel	15 days or less
3	Urban	48 Hours
	Rural	48 hours
	Remote	84 hours
	Exceptional Travel	15 days or less

For greater clarity, as a guideline, Retailer locations are categorized by their location relative to their distance from a Census Metropolitan Area ("CMA"). This categorization is referred to as site classification.

**"Urban"** refers to a location within a 50-kilometre radius from the centre of a CMA

**"Rural"** refers to a location within a 51 to 150-kilometre radius from the centre of a CMA

**"Remote"** refers to any location beyond a 151 to 300-kilometre radius from the centre of a CMA

**"Exceptional Travel"** refers to any location beyond 301 kilometres from the centre of a CMA

Should there be an issue with Retailer Mobile Point of Sale (MPOS) handheld device that cannot be resolved remotely, a replacement unit will be provided. This replacement will be handled through exchange of the broken device for an alternate device shipped to the Retailer location including a return shipping label to send the broken device to Canada Post, or such third-party supplier specified by Canada Post. Retailer is responsible to place a call to the Canada Post Retail Service Desk to have a ticket opened. Delivery service standards may vary based on site location.



## Schedule C – System Acquisition and MAC Event

### Introduction

This Schedule C (“**System Acquisition and MAC Event**”) covers the MAC Event functions. MAC Event functions can be classified as:

- Addition of System
- Relocation/de-installation/re-installation services
- Cost center number changes
- Decommissioning services
- Network connectivity services
- Disposal services

### System

Canada Post bears the risk of loss of the System to the date of delivery. Canada Post will retain title and ownership of the System delivered to the Retailer, at the Retailer’s risk, until all amounts due to Canada Post by the Retailer have been paid in full. Upon delivery of the System, the Retailer will be responsible for all losses or damages to the shipment and will assume all risks and obligations as if it were the owner of it.

### Service Request

Retailer will submit all service requests through its Canada Post Retail Network representative for MAC Events. Canada Post will provide a cost estimate form which is based on the type of MAC Event being requested. Canada Post will proceed with MAC Event services upon confirmation of Retailer accepting the cost estimate form. In the case of an addition for the Retailer, Canada Post will ship and install the System and provide Retailer with a site inventory listing. For all MAC Events, Retailer will be required to sign a Customer Acceptance Form upon completion of the MAC Event.

### Installation

The date of installation is the business day after the day Canada Post installs the System or other products. For a System to function

properly it must be installed by Canada Post or by the Retailer as instructed by Canada Post, and installed in a suitable physical and operating environment.

Canada Post has standard installation procedures. Canada Post will successfully complete these procedures before it considers the System installed. Canada Post sells features, conversions, and upgrades for installation on a System, and, in certain instances, only for installation on a designated, serial-numbered System. Many of these transactions involve the removal of parts and their return to Canada Post.

If, in the future, any features, conversions or upgrades are to be installed on a System, Retailer will be required to represent that Retailer has permission from the owner and any lien holders to:

- install features, conversions, and upgrades and
- transfer ownership and possession of removed parts (which become Canada Post’s property) to Canada Post.

Retailer further represents that all removed parts are genuine and unaltered. A part that replaces a removed part will assume the warranty service status of the replaced part. Retailer agrees to allow Canada Post to install any feature, conversion, or upgrade within thirty (30) days of its delivery.

### Patents and Copyrights

Canada Post has no obligation regarding any claim based on any of the following:

- anything the Retailer provides, which is incorporated into a product;
- Retailer modification of the System and/or product;
- the combination, operation, or use of a product with any products, data, or apparatus that Canada Post did not provide; or
- infringement by a non-Canada Post product.

## Schedule D - Pricing

Payment to Canada Post shall be paid in accordance with the following:

### MAINTENANCE AND INSTALLATION SERVICES FEES

Monthly Maintenance Services Charge	
<b>First wicket</b>	\$87.76/month (Total annual cost: \$1,053.15)
<b>Each subsequent wicket</b>	\$78.66/month (Total annual cost: \$943.95)
<b>Digital Signage Media player</b>	\$24.54/month (Total annual cost: \$294.48)

### SYSTEM ACQUISITION AND MAC EVENT FEES

Fees included in this area include System acquisition costs and MAC Event fees. MAC Event fees include the technician's cost, travel (except exceptional), any shipping costs to send products to their first "install" location, and all costs related to the central configuration lab. This fee covers costs for all the Canada Post types of locations averaging things such as parts used, travel time and length of time on site.

### SYSTEM PRICING

Supplier / Product Description	Per Item
HP POS Engage One Pro	\$2,130.00
Zebra TC57 Handheld device	\$1,560.94
Citizen Label Printer including starter label rolls	\$172.00
Easel/Stand (customer display/payment device)	\$267.76
Optional weighted base for Easel	\$42.00
Gluepad for Easel/Stand	\$11.83
Xenon Scanner1900	\$321.45
Scale GEN3	\$1,012.00
Weight-Tronix scale-integrated	\$ 637.47
Weight-Tronix scale display only	\$ 150.00
Receipt Printer M244A	\$300.09
EPSON RECEIPT PRINTER USB POWER CABLE	\$30.79
CELL MODEM PATCH CABLE - patch cable 15'	\$2.10
LABEL PRINTER 10 FT USB CABLE	\$4.95
SMALL CASH DRWR COMPLETE SET	\$155.00
CASH DRAWER CABLE 3.8 METERS	\$15.00
RPS Startup Kit	\$67.14
Hardware Kit	\$17.58
Brother Monochrome Printer with Ink	\$300.00
Xenon Stand Handheld Scanner	\$21.91
HP LASER PRINTER CABLE	\$25.00
C1-XENONCBL	\$5.00
POWER BAR LONG CABLE	\$9.60
3.8M ANPOS SPLIT TAIL	\$20.91
NETWORK PATCH CABLE 25'	\$5.19
DLINK NETWORK HUB	\$32.94
POWER SUPPLY	\$128.94
Till	31.31
Lock Lid	23.83

**MAC EVENT CHARGE**

MAC Event	Service Description	Fee
Install Single Wicket (full RPOS including modem and peripherals)	Planning, shipping + technician time including travel (does not include Stage RPOS fee)	\$2,525
Install Subsequent Wickets at same site (per wicket)	Incremental shipping + technician time (does not include Stage RPOS fee)	\$510
Stage RPOS (per system)	Apply image, configure system	\$130
Deliver Single Handheld/MPOS	Configuration and shipping	\$49
Technician hourly rate	Miscellaneous services	\$120
De-install Single Wicket	Wicket/system needs to be disconnected; Planning + technician time including travel	\$821
Additional De-Install (per wicket)	Additional wickets/systems at the same location need to be disconnected; incremental technician time	\$165
Re-install Single Wicket	Wicket/system is not connected and needs to be re-installed; Planning + technician time including travel	\$961
Additional Re-Install (per wicket)	Additional wickets/systems at the same location need to be re-installed; incremental technician time	\$300
De-install & Re-install Single Wicket same day (Post Office counter/image upgrade or move)	Per wicket same day / same location; Planning + technician time including travel	\$1,131
Additional De-install & Re-Install same day (per wicket)	Per additional wicket; incremental technician time	\$465
Cellular Modem installation (per modem)	Installation of cellular modem; Planning + technician time including travel	\$781
Tech unable to deliver services	Technician has arrived onsite but is not permitted by the site to deliver the requested service, technician asked to return at another time	\$140
Start of work delay beyond 30 minutes	Technician has arrived onsite at the agreed to date/time but requested by the site to delay start of work beyond 30 minutes from the appointment time	\$140
RPS system shipped back to Service Provider	Cost covers shipping of system to Service Provider location	\$200
Site installation Date Change	One time admin fee to reschedule a site installation	\$100
Verifone Install Fee, Single Wicket	Receive from Moneris / ship to site / install / configure VeriFone.	\$480
Verifone Install Fee, Subsequent Wickets (same location)	A fee of \$120 per hour for incremental technician effort to install subsequent Verifone devices, generally expected to take 1.0 hour per Verifone	\$120 per hour
Parts Only	Fee for when orders are for parts only (no technician), send out or return from site; covers administration / storage / pick / pack / ship out to site or return from site back to storage	\$150

**DECOMMISSION FEE SCHEDULE**

Decommission Fees	
First Wicket	\$ 897
Each additional Wicket	\$ 276

**ASSUMPTIONS**

- Miscellaneous activities billed on hourly basis
- Exceptional travel will be charged on an actual basis

**ADDITIONAL CHARGES DUE TO DELAY:**

Retailer shall be required to pay any amount for costs for Services required for MAC Events not provided by Canada Post as specified within this Agreement.

If a Canada Post technician arrives on-site and is delayed, due to failure of the Retailer to be adequately prepared for the installation of the System, the Retailer will be subject to additional charges at a rate of \$120.00 per hour. If a remote cost center change fails due to the Retailer not following the instructions provided (i.e. completing end of day and clerk sign off), the Retailer will be charged for additional time and materials that is required to complete the cost center change.

**Miscellaneous Services:**

**Additional Charges**

Services	Hourly Rate
Miscellaneous (as described in Section 5 of Schedule A)	\$120.00/hour