



VENDOR DISPLAY SERVICE LEVEL AGREEMENT

Support Requirements for All Vendor Displays in BBYC Stores (SLA)

OBJECTIVE:

To ensure Vendor provided displays are maintained in a fully functional state by the Vendor for life of display in Best Buy retail stores. It is in the best interest of both Vendors and Best Buy to ensure displays are maintained at all times while in stores. Functioning displays are directly correlated to increased retail sales.

1.0 ONBOARDING & INTRODUCTION

When introducing a new display in Best Buy stores, Vendors will provide the following to Best Buy six weeks before the deployment of the display. For existing displays, the following must be provided within six weeks of request by Best Buy:

1.1 A high-level lifecycle plan for the display, including:

- a list of all stores the display will be deployed in;
- a deployment schedule with shipping dates and tracking for all displays;
- a life cycle report for the display including how long the display is expected to be in stores;
- an exit plan for the display which shall include the following information:
 - how the display will be removed from the store by the Vendor or disposed of at end of life of the display by the Vendor
 - the Vendor's carrier account and depot address for displays to be shipped at end of display life cycle; and

1.2 A service manual for the display, including:

- basic setup requirements;
- a 'quick step' reference guide (*for level 1 support*);
- an 'advanced' support guide with instructions on how to repair and replace internal components;
- a parts list of hardware components, including:
 - Media players, TV's, buttons, computers, network devices, lighting and any other part necessary to maintain the display as fully functional.

1.3 An outline of the support process for the display, including:

- a high-level overview of the support process;
- the contact information (at the Vendor or the Vendor's partner) responsible for providing support for the display; and
- ticket reporting & escalation process and contacts within the support team.

2.0 SUPPORT

Vendors shall work with Best Buy in maintaining and supporting the Vendors displays as follows:

2.1 Ensure support coverage for all of Canada

- provide the same quality of support for all displays in all Best Buy store locations unless otherwise approved by Best Buy in writing;

2.2 Parts and replacement displays

- For inline displays up to 4':
 - the Vendor will maintain a pool of spares of not less than 20% of the number of displays in stores;
 - the Vendor will ship spare displays to the store to replace a display requiring a repair within 5 business days of notification by Best Buy; and



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- upon shipping a replacement display to the applicable Best Buy store, the Vendor will include a waybill in the box to return the non-functioning or damaged display to the Vendor at the Vendor's sole cost.
- For any displays larger than 4':
 - the Vendor will maintain adequate quantities of repair parts to service 40% of displays that are in Best Buy stores;
 - parts include signage, electronic components, fixtures, and product demos.
 - the Vendor will maintain break-fix inventory levels at all times while displays are in Best Buy stores except
 - With Best Buy approval, break-fix inventory will not need to be maintained in the last 6 months of the life cycle of the display.
 - The Vendor must ship and install (or cause to be shipped and installed) the replacement parts within 5 business days of notification of Best Buy.

2.3 Deployment of displays

- The Vendor will deploy all displays with 100% functionality. The vendor shall not install in Best Buy stores any display that is missing parts or non-functional. If a display is deployed in a non-functioning state, Best Buy may request the Vendor to remove the display immediately from the store or, if the Vendor has not removed the non-functioning display within 3 business days, of notice by Best Buy, Best Buy may remove the display and the Vendor shall reimburse Best Buy for the cost of such removal and the cost of repairing any damage to the store or other fixtures caused by such removal.

2.4 Maintain support for the entire life expectancy of the display

- Vendor shall maintain and support the display so that it is fully functional at all times the displays are in Best Buy stores; and
- with Best Buy approval, the Vendor may terminate support one month prior to the display being end of life.

3.0 STAFF EXPECTATIONS

The Vendor will follow the following guidelines when engaging Best Buy support in stores:

3.1 Vendors will be contacted by the Interactive Team when submitting tickets and engaging Best Buy support in stores

- Best Buy store staff will not initiate tickets directly with the Vendor or their support team.
- Best Buy store staff will create incidents/tickets through the Best Buy Service Desk and follow the appropriate support flow as determined by Best Buy from time to time.
- Upon receipt of an incident ticket, the Vendors may contact the store, or dispatch a Vendor representative to effect a resolution of the ticket.

3.2 Vendors are permitted to contact store staff for the following tasks:

- gathering additional details and information upon receipt of a ticket from Best Buy; and
- basic troubleshooting (*checking power, resetting, testing buttons*)
- to request a picture of the issue or damage experienced
- If an incident cannot be resolved in 10 minutes by the Best Buy store staff over the phone, the Best Buy store staff will cease troubleshooting efforts and the Vendor shall dispatch a representative to the store to effect repairs or otherwise initiate replacement of the display within the service levels specified herein.



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3.3 Comprehensive repairs

- Store staff are not equipped to open or disassemble Vendor displays.
- Repairs requiring this level of support are the responsibility of the Vendor.
- Simple repairs can be performed by store staff if:
 - step-by-step or walkthrough documentation has been provided by the Vendor to Best Buy with clear photo documentation of the troubleshooting and repair process.
 - the step-by-step or walkthrough documentation has been approved for use by Interactive Services team.
- The Vendor shall follow up with the store to ensure the ticket has been fully resolved. Simply providing a step-by-step or walkthrough documentation to Best Buy does not satisfy the maintenance obligations of the Vendor.

3.4 Merchandising and display refreshers

- Best Buy has a Product Process Team that merchandises Vendor displays. The Product Process team provides the following services provided that the Vendor complies with the following obligations:
 - Vendor obligations:
 - the Vendor has provided step-by-step or walkthrough documentation to Best Buy which includes photo instructions.
 - The Vendor must confirm that the display is a simple display suitable for the Product Process Team installation services.
 - Product Process team services must be pre-approved and submitted by the Best Buy store development project manager who will review the display and confirm, in their sole discretion, whether the display is suitable for the Product Process Team installation services:
 - The Product Process team will not dismantle the display or install new product demos.
 - The merchandising process does not exceed 10 minutes of staff time.

4.0 SERVICE LEVELS

The Vendor shall meet the following service level resolution timelines and obligations:

4.1 Vendors are to initiate contact with stores, within 3 calendar days of receiving an incident/ticket

- Vendors should attempt a phone resolution, or gather additional information where necessary within 3 calendar days of receipt of a ticket from Best Buy.

4.2 Displays are to be replaced or repaired to a fully functioning state within the following timelines from receipt of an incident/ticket from Best Buy

- the Vendor shall replace or repair a display within 14 calendar days in a major market (Vancouver, Edmonton, Calgary, Winnipeg, Toronto, Ottawa, Montreal);
- the Vendor shall replace or repair the display within 30 calendar days for all other markets.
- If a display remains non-functional for greater than the applicable period specified above, Best Buy may either:
 - repair the display at the Vendor's sole cost and expense pursuant to *section 5.1* below; or
 - remove the display from the sales floor of the store and convert the vacated space to functioning retail space at the Vendor's sole cost and expense pursuant to *section 5.1* below.



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4.3 The Vendor will ensure all displays are fully functional at all times while the displays are within the stores.

- If the number of non-functional displays exceeds 20% of the same display type within Best Buy stores at any time, the Vendor will take one or more of the following actions, in Best Buy's sole discretion, within 5 calendar days of notice by Best Buy:
 - the Vendor will perform a global refresh, visiting all stores to evaluate and repair damaged displays;
 - the Vendor will remove all display from all stores, and repair the displays out of Best Buy's stores; and/or
 - the Vendor may be asked to permanently remove the display from all stores.
- If the Vendor fails to perform the foregoing obligations within the time period specified, Best Buy may perform such action at the Vendors sole cost and expense and the Vendor shall pay Best Buy for all such costs and expenses to permanently remove the fixtures from the all stores and convert the vacated space to functioning retail space within 15 days of invoice for such costs and expenses (Geek Squad agent rates are \$83 per hour plus applicable taxes).
- A Vendor has the option to remove their display from Best Buy stores if it is impractical or impossible

5.0 REMEDIES FOR BREACH OF SERVICE LEVELS

If a Vendor is in breach of its obligations for maintenance, repair or replacements as outlined herein, Best Buy may take one of the following actions:

5.1 Best Buy may repair, replace, remove or dispose of the display at the Vendor's sole cost and expense:

- If Best Buy's internal support team attempts to fix the display after the Vendor has failed to comply with the requirements of this Service Level Agreement, the Vendor will pay Best Buy \$83 per hour per Geek Squad agent (plus parts and applicable taxes) for each hour required to effect the necessary repairs. To facilitate the repair by Best Buy, the Vendor shall provide Best Buy with all necessary parts required to effect the repair to the locations and within the time lines specified by Best Buy.
- Notwithstanding any other provision of this Service Level Agreement, if a display is non-functional after 45 calendar days from Best Buy submitting a ticket to the Vendor, Best Buy may remove the display from the sales floor of the Best Buy store and convert the vacated space to functioning retail space at the Vendor's cost and expense (Geek Squad agent rates are \$83 per hour plus applicable taxes) pursuant to the following process:
 - Best Buy will provide 5 calendar days notice to the Vendor that a display is being removed.
 - The display will be stored onsite in the store warehouse for an additional 30 calendar days to allow the Vendor added time to repair.
 - During this time the Vendor will repair or reclaim the display.
 - Displays repaired during this time will be returned to the sales floor at the sole cost of the Vendor (Geek Squad agent rates are \$83 per hour plus applicable taxes).
 - If after 60 calendar days, a display remains un-repaired, Best Buy may dispose of the display without any liability to the Vendor whatsoever and without further notice to Vendor.
 - Best Buy may charge the Vendor for all costs of the removal and disposal of the display.
- All amounts owing under this Vendor Display Service Level Agreement will be set off against any amounts owing by Best Buy to the Vendor pursuant to the vendor master agreement or any other agreement between the parties. If there are no present amounts owing by Best Buy the Vendor will be invoiced for all amounts owing under this Vendor Display Service Level Agreement must be paid in full within 15 calendar days of invoice.



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6.0 DISPLAY RECOVERY & RETURN SHIPMENTS

6.1 Damaged displays returning to the Vendor for repairs

- A carrier account (*UPS, DHL, Purolator*) needs to be provided by Vendors to Best Buy if the Vendor requests a display to be returned for repairs or servicing. For added clarity, Best Buy will not be responsible for any delivery or shipping costs. The Vendor or the carrier will be responsible for the risk of loss of the displays.
- To expedite the return of a display, the Vendor may provide a digital waybill with all the necessary details prefilled.

7.0 HAZARDOUS DISPLAYS

Best Buy is committed to maintaining a safe environment for both its customers and staff.

7.1 A display deemed to be hazardous by Best Buy, will be removed from the store, including:

- electrical short-circuits;
- devices overheating, or emitting smoke;
- uncontrolled sound that risks damage to hearing; and/or
- any display that has an increased potential to cut, or inflict bodily harm to an individual.

8.0 REPORTING

8.1 Vendors will be provided with weekly ticket reports

- Best Buy will provide weekly reports which will include a ticket list with ticket details, comments, and notification of approaching or breached service levels.

8.2 Vendors will provide Best Buy with weekly status updates including:

- scheduled repair dates;
- discovery & troubleshooting information;
- action plan for each ticket/incident; and
- shipping information for any parts or replacement displays.

8.3 Tickets are considered open, until reported resolved by the Vendor

- Tickets will remain unresolved / OPEN until the Vendor has provided notification to the Best Buy Interactive Team that the issue has been resolved.
- Once the Best Buy Interactive Team validates the repair, the ticket will be resolved with Best Buy's Service Desk.
- Failure to notify the Interactive Team of a resolution of the display is a breach of these service levels and result in liquidated damages continuing to be invoiced.

9.0 Best Buy Display Support and Maintenance Services

9.1 Vendors may take advantage of Best Buy's services for display support and maintenance

- Best Buy offers maintenance and support services for displays. These services allow the Vendor to leverage Best Buy's internal support team comprised of Geek Squad Agents for troubleshooting, repair and ongoing maintenance of functionality for Vendor displays.
- These services meet all the guidelines set in this SLA.
- More information is available upon request.