



# VENDOR DISPLAY SERVICE LEVEL COMMITMENT

Support Requirements for All Vendor Displays in BBYC Stores

## OBJECTIVE:

To ensure Vendor provided displays are maintained in a fully functional state by the Vendor for the life of display in Best Buy stores. It is in the best interest of both Vendors and Best Buy to ensure displays are maintained in a fully functional state at all times. Functioning displays are directly correlated to increased sales. Unless otherwise agreed between the Vendor and Best Buy, the Vendor displays are permitted within Best Buy stores on the condition that (i) Vendors comply with this Vendor Display Service Level and (ii) at the sole discretion of Best Buy which may be revoked at any time without liability to the Vendor whatsoever.

## 1.0 ONBOARDING & INTRODUCTION

When introducing a new display in Best Buy stores, Vendors must 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 from time to time:

### 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.

### 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 and lighting;
  - 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.

### 1.4 Vendor must sign up for Best Buy systems that manage Vendor display relationships and confirm agreement with applicable Best Buy Policies, including:

- Vendor must sign up for Best Buy's system for managing contractors (currently Service Channel); and
- Vendor must agree to applicable Best Buy policies for performing work in Best Buy stores such as health and safety policies, privacy, security, the provision of internet services and permitting Vendor displays in Best Buy stores.

## 2.0 SUPPORT

Vendors must work with Best Buy to maintain and support the Vendor's displays as follows:



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### 2.1 Vendor to ensure support coverage for all Best Buy stores across Canada

- Vendor must 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
  - 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 TICKETS AND STAFF EXPECTATIONS

Best Buy store staff will submit tickets for Vendor displays directly through Best Buy systems (currently Service Channel). The Vendor will follow the following guidelines when engaging Best Buy support in stores. Notwithstanding that Best Buy may provide store staff resources to help maintain and troubleshoot displays, Best Buy is in no way responsible for Vendor display maintenance which shall remain the responsibility of the Vendor at all time.

### 3.1 Vendors will not engage Best Buy support in stores directly except as provide herein

- Best Buy store staff will create incidents/tickets through Best Buy systems (currently Service Channel) and follow the appropriate support flow as determined by Best Buy from time to time.
  - Best Buy store staff will not initiate tickets directly to the Vendor or their support team.



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- Upon receipt of an incident ticket, the Vendors may contact the store for limited troubleshooting. If troubleshooting fails or the Vendor does not request store troubleshooting, the Vendor must dispatch a Best Buy approved Vendor representative or Best Buy approved contractor to effect a resolution of the ticket within the service levels specified herein.

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

- gathering additional details and information upon receipt of a ticket from Best Buy;
- basic troubleshooting (*checking power, resetting, testing buttons*);
- to request a picture of the issue or damage experienced; and
- 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 Best Buy approved representative or Best Buy approved contractor to the store to effect repairs or otherwise initiate replacement of the display within the service levels specified herein.

### 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; and
  - 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 may provide 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; and
    - 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; and
    - the merchandising process does not exceed 10 minutes of staff time.

## 4.0 SERVICE LEVELS

The Vendor must 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.



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### 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 all major markets and their surrounding urban centres (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.

### 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 **at two times** Geek Squad's current rates applicable from time to time 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 Commitment, the Vendor will pay Best Buy the current Geek Squad rates applicable from time to time plus 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 at the Vendor's sole cost and expense.
- Notwithstanding any other provision of this Service Level Commitment, 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 **at two times** Geek Squad's current rates applicable from time to time 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.



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- Displays repaired during this time will be returned to the sales floor at the sole cost of the Vendor **at two times** Geek Squad's current rates applicable from time to time 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 Commitment 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.

## 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 regular 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 directly in Service Channel 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 resolved by the Vendor directly in Service Channel



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- Tickets will remain unresolved / OPEN until the Vendor changes the status to COMPLETED/ Pending Confirmation.
- Failure to resolve the display issues in Service Channel within the timeframe stated in section 4.0, is a breach of these service levels and may result in additional charges **at two times** Geek Squad's current rates applicable from time to time plus applicable taxes for Best Buy to resolve the tickets or if Geek Squad agents are deployed to repair the fixtures.

### 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.

### 10.0 Best Buy Release of Liability

#### 10.1 Replacement Cost of Vendor displays

- Best Buy is not a guarantor or insurer of Vendor displays while in Best Buy stores, distribution centres or other facilities. Notwithstanding anything to the contrary in this Service Level Commitment including Best Buy procedures for removing or returning displays to Vendors, Best Buy is not responsible for any lost, stolen or damaged displays. Vendor hereby releases and forever discharges Best Buy from any and all liability, whatsoever and howsoever caused, for the value of the displays or replacement cost of the displays while at any Best Buy store, distribution centre, other facility or within the care and custody of carriers.