

EXHIBIT A**SALE PROCEDURES**

Set forth below are the sale procedures (the “**Sale Procedures**”) to be implemented with respect to a sale (the “**Sale**”) of the business or assets of DecisionOne Corporation, a corporation formed under the laws of New Brunswick (the “**Vendor**”) pursuant to a court approved stalking horse solicitation process in the proceedings of the Vendor under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).

The Vendor will seek an Order from the Court (the “**Sale Procedures and Stalking Horse Approval and Vesting Order**”): (i) approving and accepting, for the purpose of conducting a “stalking horse” solicitation process (the “**Sale Process**”), these Sale Procedures; (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between the Vendor and STC Lender LP (the “**Stalking Horse Bidder**”); and (iii) approving the transaction contemplated in the Stalking Horse Agreement and vesting the Purchased Assets (as defined in the Stalking Horse Agreement) in the Stalking Horse Bidder if no other Qualified Bid (as defined below) is identified through this Sale Process on or before the Bid Deadline (as defined below).

Key Dates

May 23, 2023	Delivery of Teasers and Sales Packages
May 23, 2023	Confidential Data-Site to be established
June 20, 2023	Bid Deadline for Binding Bids

Assets to Be Sold

The Vendor is offering for Sale all of the Vendor's right, title and interest in and to all of the Vendors' assets or business (the “**Vendors' Assets**”). KPMG Inc., in its capacity as Proposal Trustee of the Vendor (the “**Proposal Trustee**”), will be responsible for conducting the solicitation process on behalf of the Vendor.

The Vendor has entered into the Stalking Horse Agreement with the Stalking Horse Bidder. In this Sale Process, the Proposal Trustee is soliciting superior offers to the Stalking Horse Agreement in respect of the Vendor's Assets as determined in accordance with the criteria set out herein.

Solicitation of Interest

As soon as reasonably practicable before or after the granting of the Sale Procedures and Stalking Horse Approval and Vesting Order, but in any event no more than three business days thereafter, the Proposal Trustee, in consultation with the Vendor, will:

- a) prepare a form of non-disclosure agreement acceptable to the Vendor (the “**NDA**”) to be executed by interested parties;
- b) prepare a list of potential bidders, including the parties that have previously approached the Vendor indicating an interest in the Vendor's assets (the “**Known Potential Bidders**”) through prior marketing and solicitation efforts;

- c) prepare a process summary (the “**Teaser**”) describing the opportunity and inviting recipients to participate in the Bidding Process (together with the NDA, the “**Sales Package**”); and
- d) cause the Sales Package to be delivered to the Known Potential Bidders and to any other party who requests a copy of the Sales Package or who is identified to the Vendor or the Proposal Trustee as a potential bidder.

All substantive communications related to bids, the Sale or any transaction related to the Vendor shall be conducted exclusively through the Proposal Trustee. Communications between and amongst potential bidders is expressly prohibited unless the Proposal Trustee, in consultation with the Vendor, expressly consents in writing to such communications.

The Bidding Process

The Proposal Trustee, with the assistance of the Vendor, shall be responsible for the marketing and sale of the Vendor’s business and assets pursuant to this Sale Process. The Proposal Trustee shall have the right to adopt such other rules for the Sale Process (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the Sale Process; provided that the adoption of any rule or other modification or waiver that materially delays the completion of these Sale Procedures beyond July 19, 2023 shall require the prior consent of the Stalking Horse Bidder or an order of the Court.

Participation Requirements

A “**Qualified Bidder**” is a bidder who, by the Bid Deadline (defined below) submits a binding bid substantially in the form of the Stalking Horse Agreement that provides for cash consideration distributable to creditors of the Vendor in accordance with their respective priorities of at least US \$3,150,000 (the “**Base Purchase Price**”) (being the amount of the Purchase Price under the Stalking Horse Agreement, plus US \$150,000 in cash), plus assumption of assumed liabilities equal to the value of the Assumed Liabilities and exclusion of assets equal to the value of the Excluded Assets or an equivalent additional cash value, and includes the Required Bid Terms and Materials (as defined below) (a “**Qualified Bid**”). Notwithstanding anything else in these Sale Procedures, the transaction set out in the Stalking Horse Agreement (the “**Stalking Horse Bid**”) shall be and shall be deemed to be a Qualified Bid and the Stalking Horse Bidder a Qualified Bidder for all purposes and at all times in connection with these Sale Procedures and the Stalking Horse Bidder is not required to take any steps or submit any further documentation or information by the Bid Deadline and it is understood and accepted that the Stalking Horse Bid (including any modifications thereto in an Auction) is or includes a credit bid.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of a binding bid that includes the Required Bid Terms and Materials (as defined below) to the Proposal Trustee no later than 5:00 p.m. (prevailing Eastern time) on June 20, 2023 (the “**Bid Deadline**”). The Proposal Trustee shall forthwith provide copies of any bids received to the Vendor.

Bid Requirements

All Qualified Bids must include the following (collectively, the “**Required Bid Terms and Materials**”):

- (a) proposed purchase price in cash consideration distributable to creditors of the Vendor in accordance with their respective priorities at least equal to the Base Purchase Price;

- (b) a description of any non-cash consideration including details of any liabilities (including operating liabilities) to be assumed by the bid;
- (c) a description of the property, contracts and assets that are subject to the transaction;
- (d) a description of all excluded: (a) property, contracts or assets; and (b) liabilities;
- (e) no conditions other than court approval, including no conditions regarding financing, or the outcome or review of any due diligence;
- (f) any other terms or conditions of the bid that the bidder believes are material to the transaction;
- (g) a provision stating that the Qualified Bid is irrevocably open for acceptance until the earlier of (i) the closing of a Sale approved by the Court; and (ii) July 19, 2023, (the “**Bid Expiration**”);
- (h) reasonable certainty of completion no later than July 19, 2023;
- (i) a description of the identity of the bidder together with (i) full disclosure of any entities and/or individuals that control the bidder and/or the beneficial owner (if any) with the power, directly or indirectly, to cause the direction of the management and policies of the bidder; and (ii) evidence of authorization from such bidder’s board of directors (or comparable governing body acceptable to the Proposal Trustee and the Vendor) with respect to the submission of the bid and the consummation of the transaction contemplated by the bid;
- (j) an executed copy of a binding Sale agreement and a redline of the bidder's proposed purchase agreement reflecting variations from the Stalking Horse Bid (the “**Marked Agreement**”).
- (k) a cash deposit in the amount of not less than ten percent of the purchase price offered by such bid, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee (the “**Bid Deposit**”), which shall be held in the trust account of the Proposal Trustee's solicitors (the “**Escrow Account**”). Funds shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder (as defined below), its Bid Deposit will be applied without interest on Closing to the purchase price payable by it under its bid on the closing thereof; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned without interest to it forthwith following the Bid Expiration.
- (l) evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction.

The Proposal Trustee shall review: (a) all bids and determine whether such bids are Qualified Bids; and (b) shall recommend to the Vendor which Qualified Bid is the best offer. The Proposal Trustee, in consultation with and approval of the Vendor, may waive strict compliance with any one or more of the requirements specified above other than the requirement in (a) and deem such non-compliant bids to be a Qualified Bid.

“As Is, Where Is”

The Sale shall be on an “as is, where is” basis and without surviving representations, warranties, or guarantees, express, implied or statutory, written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendor or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive agreement with the Vendor. By submitting a bid, each Qualified Bidder shall be deemed to

acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendor's assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/ or inspection of any documents and/ or the Vendor's assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendor's assets or liabilities, the financial performance of the Vendor's business or the physical condition or location of the Vendor's assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Sale Procedures or as set forth in a definitive agreement with the Vendor.

Process to Determine Successful Bid

If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee may elect to advise all Qualified Bidders of the lead bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to attend an auction to be conducted by the Proposal Trustee in accordance with procedures to be established (the "**Auction Procedures**") in a further auction procedures letter from the Proposal Trustee (the "**Auction**"). The Auction Procedures shall include minimum bid increments of US \$150,000. The Auction may be conducted in person or by video conference.

The "**Successful Bid**" shall be either: (i) the Stalking Horse Agreement, automatically and without further action, if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline; or (ii) the Qualified Bid that is (a) the successful bid in the Auction pursuant to the Auction Procedures, if an Auction is undertaken; or (b) selected as the successful bidder by the Proposal Trustee in accordance with these Sale Procedures, if one or more Qualified Bids other than the Stalking Horse Agreement is submitted by the Bid Deadline. The Qualified Bidder that makes the Successful Bid is referred to as the "**Successful Bidder**"). For greater clarity, on the Bid Deadline the Stalking Horse Agreement shall be the Successful Bid and the Stalking Horse Bidder shall be the Successful Bidder and no Auction shall be undertaken if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline.

The Proposal Trustee, in consultation with the Vendor, may elect not to proceed with an Auction and may instead elect to negotiate with Qualified Bidders regarding the terms of their respective bids to achieve the highest or otherwise best transaction available and, the Proposal Trustee in consultation with the Vendor and the Stalking Horse Bidder may accept a Qualified Bid as the Successful Bid without an Auction.

Miscellaneous

The solicitation process and these Sale Procedures are solely for the benefit of the Vendor and nothing contained in the Sale Process Order or these Sale Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a successful bidder under the Sale Process Order or the rights contained in the Stalking Horse Bid.