



FORTFRANCES
BOUNDLESS

COLLABORATIVE SOURCING

ADMINISTRATIVE REPORT

Date: 2022-02-22
From: Jeremy Hughes, Information Technology Manager
To: Administration & Finance Executive Committee
File Number: 2022-AFEC-1003

1. ISSUE

Firewalls (and required accessories) that fulfill stages of various projects approved in the 2022 Capital Budget can be purchased at significant discounts through the Ontario Education Collaborative Marketplace (“OECM”) program by executing an additional Client Supplier Agreement with a qualified vendor specializing in this category of hardware.

2. ADMINISTRATIVE RECOMMENDATION

Administration recommends:

THAT Council of the Town of Fort Frances authorize the Mayor and Clerk to execute a Client Supplier Agreement with Integra Data Systems Corporation.

3. STRATEGIC IMPACT

Collaborative sourcing takes items, both operating and capital in nature, that municipalities use frequently and procures, through open and competitive bid processes, bulk purchasing discounts for municipal clients. In addition to discounted prices, the lengthy and time-consuming procurement process has been completed already, reducing the work required by a municipality to that of a simple request for quotations from a list of qualified vendors.

4. OPTIONS & ALTERNATIVES

- (1) Authorize the execution of a Client Supplier Agreement with Integra Data Systems Corporation.
- (2) Deny the authorization.

5. HISTORY

The Town of Fort Frances (the “Town”) has historically utilized collaborative sourcing through the Local Authority Service (“LAS”) Municipal Group Buying Program for a number of Operations & Facilities Division initiatives, and the Ontario Education Collaborative Marketplace (“OECM”) for several Information Technology (“IT”) Department initiatives, including: desktop computers, laptops, servers, software licensing, multifunction printers, etc.

As per a resolution of Council from November 23rd, 2020 authorizing the expanded use of collaborative sourcing, the Town entered into various Client Supplier Agreements with qualified OECM vendors.

6. ANALYSIS

OECM processes are compliant with the Ontario Broader Public Sector procurement directive for all procurements and do not require a spend or volume commitment from the Town.

Enrolment in the OECM program requires the execution of Client Supplier Agreements with qualified vendors in the OECM Marketplace categories applicable to purchasing by the IT Department.

Integra is a qualified OECM vendor providing Software Defined Wide Area Network resources.

7. CONSULTATION

- Systems team provided by the manufacturer of the firewalls
- Vendors carrying the manufacturer's products

8. SUPPORTING DOCUMENTS

- (1) Client Supplier Agreement

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **Software Defined Wide Area Network** as outlined in **Request for Proposals #2017-282** is effective as of the **10 day of February, 2022**

BETWEEN:

Town of Fort Frances
(the "Client")

- and -

Integra Data Systems Corporation
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with Ontario Education Collaborative Marketplace referred to as **OECM-2017-282-07** for the provision of Resources;

AND WHEREAS the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

- (a) **August 31, 2022**, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2017-282-07.

2.2 All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

ARTICLE 3 - REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

3.1 The Supplier's representative for purposes of this CSA shall be:
Robert Potts, Business Development, T. 416-491-3900, E. potts@integradata.com

3.2 The Client representative for purposes of this CSA shall be:
Jeremy Hughes, Information Technology Manager, T. 807-271-2409, E. jhughes@fortfrances.ca

3.3 The OECM representative for purposes of this CSA shall be:
Agnes Tijet, Senior Supplier Relationship Manager, P: 416-996-1829 E: agnes.tijet@oecm.ca

ARTICLE 4 - TERM OF CSA

- 4.1** This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "**Term**"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

- 5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.
- 5.2** The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 - RATES AND PAYMENT

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out **in Appendix B - Rates of this CSA**.
- 6.2** The Client will pay the Supplier by way of **electronic funds transfer**. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

- 7.1** The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.
- 7.2** The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

ARTICLE 8 - NOTICES

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
 - (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.
- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 – TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

9.2 Termination by Client

The Client shall be entitled to terminate the CSA, without liability, cost or penalty:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

9.3 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

9.4 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

ARTICLE 10 – PUBLICITY

- 10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or

publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES

11.1 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them.

11.3 Independent Contractor

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

11.4 Subcontracting or Assignment

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

ARTICLE 12 - GENERAL

12.1 Severability

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15)

Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

12.3 Changes By Written Amendment Only

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

12.4 Section 217 Education Act et. al.

The Supplier represents and warrants that it has not employed, and that it will not during the Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

12.5 Criminal Records Check

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Client. For the purposes of this CSA, the Client shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OECM and the Client should the third party provider be changed to another provider.

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

IN WITNESS WHEREOF the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

Town of Fort Frances

Authorized Signature

Name

Title

Contact Phone

Email

Date

I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OEMC, which may include announcements related to changes in products, services and pricing on this and other Agreements.

INTEGRA DATA SYSTEMS



Authorized Signature

Robert Potts

Name

Business Development Manager

Title

416-491-3900

Contact Phone

info@integradata.com

Email

Feb. 10, 2022

Date

I have authority to bind the Supplier.

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

1. Description of Resources

The Supplier shall provide new, quality, cost effective Software Defined Wide Area Network ("SD-WAN") Resources, including but not limited to the following Resources on an as-and-when-required basis to support Clients:

- Appliance Resources; and
- Service Resources.

The Original Equipment Manufacturer ("OEM") available from this Agreement is Fortinet.

2. Appliance Resources

The Supplier shall provide SD-WAN hardware appliances (i.e., physical appliances) and/or virtual appliances and related Resources to Clients including but not limited to the following:

- Physical and virtual appliance Resources;
 - SD-WAN appliances;
 - Security appliances;
 - Integrated SD-WAN appliances;
- Related accessories (e.g., small form-factor pluggable ("SFP") interfaces, redundant power supplies) and other related Resources; and
- Related licence Resources.

Regardless of when Client purchases Resources during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

The Supplier shall register appliance Resources for appliance licensing upon delivery with the OEM at no additional cost.

The Supplier shall also provide any software that is required for the appliance Resources to function, if applicable.

All hardware Resources are to contain only new parts, must not be refurbished, previously used, or remanufactured. The Supplier shall also ensure all Resources are in good operating condition prior to delivery to Clients.

3. Service Resources

The Supplier shall provide the following service Resources to Clients on an as-and-when-required basis:

- Appliance support;
- Maintenance;
- Warranty;
- Parts and repair;
- Software licensing and management;
- Implementation; and
- Training.

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other SD-WAN service Resources may be added to the Agreement to align with Client needs. Agreements will be amended accordingly, if necessary.

3.1 Appliance Support Resources

The Supplier shall provide a minimum of two (2) year appliance support Resource that include the following:

- Appliance service;
- Appliance maintenance; and
- Appliance warranty.

Clients may purchase optional appliance support Resources for additional years during the Term.

3.1.1 Appliance Service Resources

The Supplier shall provide the following appliance service Resources to support Clients at a minimum:

- Registration of Client appliance Resources for warranty;
- Manage OEM warranty coverage upon delivery; and
- Provision of next Business Day appliance Resources replacement for Clients in Central, East and west Zones with the exception of Clients in North East and North West Zones who will need a two (2) Business Day delivery for next Business Day appliance Resources replacement;
- Provision of four (4) hour within same day appliance Resources replacement, as requested.

Refer to Appendices D and E for Geographical Zones.

3.1.2 Appliance Maintenance Resources

The Supplier shall provide appliance maintenance Resources which include the following at a minimum:

- Firmware updates and patch management; and
- Software updates and patch management.

3.1.3 Appliance Warranty Resources

3.1.3.1 Standard OEM Warranty

The Supplier shall provide standard OEM warranty to Clients.

3.1.3.2 Optional Extended Warranty Coverage

The Supplier shall, upon the Client's request, provide optional extended warranty at the time of quotation and/or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

3.2 Appliance Technical Support Resources

The Supplier shall provide remote technical support service Resources to Clients with the following at a minimum:

- Technical support including Level 3 (i.e., appliance Resource level) support;
- Standard business hours (i.e., 8am to 5pm, Monday to Friday) technical support; and
- Optional twenty-four hours a day, seven days a week (24/7) technical support.

The Supplier will provide a proprietary online service request system for Clients with a support contract. Tickets will be created through the online service request system and responded according to the established SLAs. Clients may escalate their tickets online, by phone or by email.

In addition, Clients have the option to interact with the OEM's technical assistance centre through a ticketing system, online ticket, phone and live chat.

3.3 Parts and Repairs Service Resources

For applicable out-of-warranty Resources, the Supplier shall provide parts and repair service Resources. Labour Rates are as set out in Appendix B - Rates.

Where applicable, service Resources such as post warranty repairs shall be warranted for a minimum of one (1) year from the date of service Resource completion.

3.4 Software Licensing and Management

The Supplier shall provide the following software licensing and management service Resources to meet Client needs at a minimum:

- Software (e.g., content management, filtering) and related licences for the appliance Resources, all software related patch management and updates shall be free of charge to Clients; and
- Software inventory report that includes the following information at a minimum:
 - Title of the software, Client version and latest version numbers;
 - Licence effective and expiry date;
 - Associated appliance serial number, if applicable; and
 - Manufacturer's part number and location (i.e., name of the school) of the appliance.

Regardless of when Client purchases Resources at different times during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

3.5 Implementation Service Resources

The Supplier shall provide implementation service Resources to Client upon request, and shall include the following at a minimum:

- Configuration, before or after delivery of appliance Resources, as requested;
- Fully enable the appliance Resources within Client's environment with the inclusion of broadband connection;
- Resource rollout;
- Testing during and/or after implementation; and
- Training and knowledge transfer to Client.

No additional travel cost will be paid by Clients for any implementation.

Additional implementation service Resources may be mutually agreed upon between the Supplier and Client, details to be listed in the CSA.

3.6 Training Service Resources

The Supplier shall provide Clients with the following training service Resources, as requested:

- Appliance Resource training;
- Related software training;
- Implementation training; and/or
- Other related training, as requested.

The Supplier may provide the training service Resources in person and/or remotely via internet with supporting materials and/or videos.

3.7 Optional Service Resource

The Supplier provides cyber threat assessments to Clients free of charge.

4. Dead-on-Arrival Resources

The Supplier shall provide Resource exchange for any dead-on-arrival ("DOA") Resources that do not work at first start-up.

The Supplier shall deliver the replacement Resource to the Client's location, within five (5) Business Days of notification by the Client at no extra charge to the Client.

5. Demo Appliance Resources

The Supplier shall provide appliance Resources to Clients for demonstration and/or testing at the Client's location and environment for up to sixty (60) days, at no charge to the Client (including no charge for delivery, installation, removal or return). Demo and/or testing may include technical/functional compliance testing and suitability for purpose. Demo appliances shall be in good operation.

The Supplier may offer an additional discount-off the purchase price of the demo/tested appliance Resources should the Client decide to purchase.

6. Appliance Resources Recalls

The Supplier will be responsible for managing OEM appliance Resources and or component recalls and informing the Clients and OEM in a timely manner.

7. Discontinued Appliance Resources

The Supplier shall not arbitrarily discontinue an appliance Resource, unless it is deemed to be at an end-of-life cycle by the OEM. When discontinuing an appliance Resource, the Supplier shall provide a written notice to OEM and the affected Client within ten (10) days of receiving an official notice from the OEM.

Further, the Supplier shall ensure that in the event a proposed appliance Resource becomes unavailable and a replacement is proposed, the replacement appliance Resource shall have equal or greater functional capabilities/specifications than those of the retiring hardware.

8. Technology Refresh

During the Term, new Resources may be available as a result of technology advancement, the Supplier shall keep Clients and OEM informed and make these Resources available to Clients.

9. Appliance Upgrade

During the Term, Clients shall have the option to upgrade from one (1) appliance Resource to a better or newer appliance Resource, regardless if the appliance Resource is hardware or virtual appliance.

10. Order Management

The Supplier shall support a variety of ordering methods, including but not limited to:

- Electronic Commerce;
- Electronic Data Interchange ("EDI");
- Electronic mail ("Email");
- Facsimile ("Fax");
- Telephone; and,
- Online ordering with a secure and dedicated login for Resources established under the Agreement.

10.1 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and EDI, the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

10.2 No Minimum Order

There is no minimum order value or quantity requirement for OEM Clients using the resulting Agreement.

10.3 Hardware Appliance Delivery

The Supplier shall deliver orders with correct appliance Resources and quantities Delivery Duty Paid ("DDP") to Client's locations (e.g. administrative offices, individual schools).

Clients require various types of delivery from end user to central delivery locations; Clients may have more than one (1) delivery location within one (1) delivery address. Delivery charges of any kind will not be accepted or paid.

Resources shall be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, devices and quantities ordered and shipped, back orders, if any).

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

10.4 Lead-Time

The maximum lead-time for any appliance Resource delivery is ten (10) Business Days from the date of order confirmation to Client.

10.5 Returns

The Supplier shall accept all appliance Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge (e.g. restocking or shipping fee) to the Client.

11. Customer Support to Clients

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or team of personnel led by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;

- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;

- A dedicated project manager for implementation;

- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat and fax) during Client's Business hours (i.e., Eastern Standard Time);

- Promote the use of technology to facilitate excellent customer experience;

- Knowledge transfer, and no-charge educational events (e.g. webinars);

- Attend meetings with Clients, as requested;

- Provide reports and or access to online reports, upon request; and

- Co-ordinated bulk purchases - OEMC and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time during the Term of the Agreement. If this occurs, OEMC or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 10.4, and may be mutually agreed upon between the parties.

11.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources. The survey should be focused on, but not limited to the following:

- Customer support;

- Quality of Resources;

- Issue resolution processing;

- Price competitiveness;

Invoice discrepancies;
Delivery lead times;
Response time; and,
Performance (i.e. the Supplier meeting performance scorecard requirements).

The survey content, frequency and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop and distribute surveys to collect Client feedback, as mutually agreed upon by the Supplier and Client. Results shall be shared with OEMC on a regular basis.

Clients may require other reporting. The details of other Client reporting requirements will be listed in the CSA.

12. Agreement Management Support to OEMC

OEMC will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

Assigning an OEMC account executive responsible for overseeing all aspects of the Client relationship and issues, providing OEMC support of the Master Agreement;

Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;

Promoting the Agreement within the Client community;

Attending quarterly business review meetings with OEMC to review:

- The previous quarter's Service Level Agreement ("SLA");
- CSAs and upcoming opportunities will be identified to OEMC (active and those pending) ;
- Deliverables and potentially other related appliances and service Resources to support Client's business requirements;
- Discussion of possible enhancements to SLAs;
- Establishing and monitoring service improvement plans;
- Issue management and opportunities for improvement;
- Review industry trends, new technology/innovation;
- Review of the service delivery processes;
- Review the status of outstanding problems/complaints, if any;
- Review and monitor performance management compliance; and
- Cost reduction ideas.

Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);

Monitoring, managing and reporting pricing, savings and customer satisfaction; and,

Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports as required.

13. Performance Management

During the quarterly business review, OEMC will review the KPIs with the Supplier. Refer to Appendix C-Supplier Performance Management Scorecard for further details.

14. Savings Calculation

OEMC tracks, validates, and reports on savings on all its agreements. Once OEMC receives the Clients' approval, the Supplier shall provide OEMC with Clients' historical spend (e.g. baseline information) prior to the current agreement if applicable.

APPENDIX B – RATES

Applicable rates attached as Appendix B.

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

The Client expects that the Supplier will adhere to the following Client Administrative Procedures while under contract with the Client.

Administrative Procedure 140 – Code of Conduct

Administrative Procedure 170 – Smoking

Administrative Procedure 190 – Accessibility – Customer Service Standards

Administrative Procedure 411 – Drugs and Alcohol

Administrative Procedure 515 – Purchasing and Tendering. Specifically the Supply Chain Code of Ethics

[End of Client-Supplier Agreement]