

Bill No. 54
2025

By-law No.

A by-law to approve the “Master Adoption Agreement” with Rogers Communications Canada Inc. for Vendor of Record Mobile Devices and Services; and to authorize the Mayor and the City Clerk to execute the Buyer Master Agreement; and to approve Rogers Communications Canada Inc. as a Vendor of Record for Mobile Devices and Services for the The Corporation of the City of London.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS, after an open and competitive process completed by Centralized Supply Chain Ontario (operating as Supply Ontario) in 2024, His Majesty the King in right of Ontario has entered into an agreement with Rogers Communications Canada Inc. (“Rogers”) for Mobile Devices and Services (Agreement No.: Tender_18677) on August 1, 2024;

AND WHEREAS the Province’s agreement with Rogers provides an opportunity for Non-Ontario Public Service Entities (“Non-OPS Entities”) to enter into agreements with Rogers for Mobile Devices and Services under the same or similar terms subject to the Non-OPS Entity entering into a Vendor/Non-OPS Agreement with Rogers;

AND WHEREAS pursuant to section 14.4 (g) of the Procurement Policy, it is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body;

AND WHEREAS Municipal Council of The Corporation of the City of London deems is appropriate to enter into an agreement to approve Rogers as a Vendor of Record for Mobile Devices and Services;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Master Adoption Agreement for Mobility Devices and Services attached as Schedule “A” to this by-law, is hereby authorized and approved substantially in form.
2. Rogers Communications Canada Inc is hereby approved as a Vendor of Record for Mobility Devices and Services for The Corporation of the City of London.
3. The Mayor and the City Clerk are hereby authorized to execute the agreement approved under section 1 above.
4. The Deputy City Manager, Enterprise Supports, or their designate, is hereby authorized to approve and execute any further amending agreements to the agreement approved under section 1 above.

5. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on January 21, 2025 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 21, 2025
Second Reading – January 21, 2025
Third Reading – January 21, 2025



MASTER ADOPTION AGREEMENT

This Master Adoption Agreement with an Effective Date of _____ (the “**Effective Date**”) is between **ROGERS COMMUNICATIONS CANADA INC.** (“**Rogers**”) and **THE CORPORATION OF THE CITY OF LONDON** (“**Customer**”).

Rogers and His Majesty the King in right of Ontario, as represented by Centralized Supply Chain of Ontario (operating as Supply Ontario or SO), have entered into an Agreement for Mobile Devices and Services effective as of August 1st, 2024, as may be amended. (the “**Master Agreement**”). Customer wishes to enter into a separate agreement with Rogers so that Customer may place orders and acquire certain services and deliverables from Rogers on similar terms as the Ontario Master Agreement, as varied herein.

For consideration, the receipt and sufficiency of which is acknowledged by the parties, Customer and Rogers acknowledge and agree as follows:

1. **Amendment and Adoption.** Rogers and Customer agree to adopt the terms and conditions of the Ontario Master Agreement as amended by Schedule A hereto (the “**Adopted Terms**”). The agreement between Customer and Rogers that is being created in part by the adoption of the Adopted Terms will be referred to as the “**Master Adoption Agreement**” or “**MAA**”. Rogers and Customer agree that this agreement is a separate legal agreement that will include those provisions of the Ontario Master Agreement that are not expressly amended in the Master Adoption Agreement. For certainty, Supply Ontario is not a party to or a guarantor under this Master Adoption Agreement.
2. **Term.** The term of this MAA will begin on the Effective date and will continue until July 31, 2030, unless terminated earlier pursuant to this MAA (the “**Initial Term**”). If the Ontario Master Agreement is extended, the Initial Term may be extended for an optional two (2) additional, two (2) year extensions on the same terms and conditions, as set out in the Ontario Master Agreement. Upon the expiration of the Initial Term this MAA will automatically renew on the consecutive month-to-month renewal period(s) unless Customer or Rogers provides written notice of non-renewal to the other at least 30 days in advance (collectively with the Initial Term, the “**Term**”).
3. **Acknowledgment.** Customer acknowledges and agrees to the “Provincially Funded Organization Notice” attached as Schedule C to this MAA.

{Signature Page Follows}

BY SIGNING BELOW, the Parties agree to be bound by the terms of this Master Adoption Agreement as of the Effective Date.

The Corporation of the City of London

Per:

Signature:

Name: Josh Morgan

Title: Mayor

Per:

Signature:

Name: Michael Schulthess

Title: City Clerk

Rogers Communications Canada Inc.

Per:

Signature:

Name: _____

Title: _____

I have authority to bind Rogers.

Per:

Signature:

Name: _____

Title: _____

I have authority to bind Rogers.

SCHEDULE A

The Adopted Terms

1. **Interpretation.**
 - a. This Schedule A shall amend the Ontario Master Agreement for the purposes of creating the Adopted Terms.
 - b. All capitalized terms used in this MAA and not otherwise defined in this MAA, shall have the meaning ascribed to such terms in the Ontario Master Agreement.
 - c. In respect of the Adopted Terms, all references to:
 - i. "Agreement", "Master Agreement" and "Vendor/Non-OPS Entity Agreement" mean this MAA;
 - ii. "Client", "Non-OPS Entity" and "OPS Entity" mean Customer;
 - iii. "Notices" for Customer shall be delivered to as agreed upon by the Parties;
 - iv. "Subordinate Agreement" shall mean this MAA; and
 - v. "Vendor" shall be deemed to be Rogers;
2. **Amendments.** The following provisions of the Ontario Master Agreement will be amended for the purposes of the MAA:
 - a. The definition of "FIPPA" in s. 1.01 of the Ontario Master Agreement is amended by the inserting the phrase ", and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56" after the phrase "as amended";
 - b. For greater certainty only, and except for s. 12.02, the definition of "Indemnified Parties" in s. 1.01 of the Ontario Master Agreement is amended by inserting the phrase ", and (iv) The Corporation of the City of London, its councillors, officers, agents, appointees and employees," after the phrase "Executive Council of Ontario";
 - c. Where the context requires, all references in the Ontario Master Agreement to "Supply Ontario" or the "Client" shall be a reference to Customer;
 - d. In s. 1.08 of the Ontario Master Agreement, notices shall be provided to Customer as follows:

City Clerk
The Corporation of the City of London
300 Dufferin Avenue, P.O. Box 5035
London, Ontario
N6A 4L9;
 - e. In s. 1.08 of the Ontario Master Agreement, the Customer Representative shall be Dan Dobson, Senior Manager, Infrastructure and Data Services, City of London, Telephone: 519-661-2489 Ext. 4684, E-mail: ddobson@london.ca.
3. **Add-On Services.** Customer may purchase optional add-on services complementary to Rogers' Mobile Devices and services ("**Add-On Services**"). Schedule "B" attached hereto lists these Add-On Services and the rates available to Customer during the Term. Customer may order any of these Add-On Services through placing an order with Rogers and agreeing to Rogers' applicable Add-On Services which will be provided to Customer at the time of purchase via hard-copy, electronic copy, or URL link. Customer will be required to confirm receipt and agreement to the Add-On Services terms and conditions (the "**Customer Master Agreement**") prior to the activation of the Add-On Service.
4. **Assignment and Subcontracting.** If the Customer has opted for Add-On Services, Rogers may assign, upon providing Customer with written notice, all or part of this MAA without the consent of Customer, to an affiliate, pursuant to a reorganization, or to a purchaser of all or substantially all of Rogers' assets. Rogers may subcontract any of its rights or obligations under this MAA. (This will only apply for Add-ons Services).
5. **Wireless Device Upgrade.** Notwithstanding any reference in the Ontario Master Agreement to the ability or

inability to upgrade a wireless device prior to the end of the Subsidy Device Contract Term, Customer agrees that the following Wireless Device Upgrade Charge calculation methodology will apply to each subsidized wireless device that is upgraded/replaced prior to the end of its Subsidy Device Contract Term:

- a. A Wireless Device Upgrade Charge applies if Rogers subsidizes a wireless device for a Subsidy Device Contract Term, and if Customer wishes to replace or upgrade such device prior to the end of the Subsidy Device Contract Term. The Wireless Device Upgrade Charge is equal to the financial amount of the wireless device subsidy multiplied by the number of months remaining in the Subsidy Device Contract Term at the time of replacement/upgrade divided by the total number of months of the Subsidy Device Contract Term (plus applicable taxes).

Appendix to Schedule A – Ontario Master Agreement Standard Pricing

STREAM I – Wireless

Voice Plans				
	Domestic Plans		Canada - US Plans	
BYOD / Financing	\$2.50*		\$2.00*	
Subsidized	\$4.75*		\$2.00*	
Included Features	2,500 Minutes of Call Forwarding per month, Call Display with Name Display, Call Waiting, Conference Calling, Detailed Billing, and Wi-Fi Calling for iOS and Android devices. Enhanced Voicemail (on applicable devices for an additional charge)			
Suspension Plan	\$0/month for the first three months, \$5/month for after the third month for a maximum of six months.			
Network	LTE and 5G (5G enabled device and SIM required)			
Roam Like Home (on the Domestic Plan)	US: \$5/day, capped at 6 days; \$30 maximum per week; \$30 maximum per month INT: \$8.57/day, capped at 21 days; \$60 maximum per week and \$180 maximum per month			
Mobile Redundancy Service Plans (Wireless Backup)	\$1/month / dormant SIM When wireless services are leveraged: Flex tiers for usage: \$0 up to 50MB \$3.00 up to 300MB \$4.00 up to 3GB \$8.00 up to 6GB \$9.00 up to unlimited			
Data Plans				
	BYOD / Financing	Subsidized	BYOD / Financing	Subsidized
300MB	\$3.00	\$6.00	\$5.00	\$11.00
1GB	\$4.00	\$8.00	\$6.00	\$13.00
3GB	\$4.00	\$8.25	\$6.00	\$13.25
6GB	\$8.00	\$10.00	\$17.00	\$18.00
Unlimited	\$9.00	\$11.00	\$19.00	\$21.00
	<i>*Domestic Voice Plan includes Canada-Wide calling only and includes free unlimited SMS in Canada</i>		<i>*Canada – US Voice Plans MUST be paired with a Canada – US Data Plan. Cannot be used as a standalone Voice Only Plan. Includes free unlimited SMS in North America.</i>	

Long Distance Plans

Long Distance (Zones)	Per Minute
Zone 1 (United States) – on Domestic Plans	\$0.01
Zone 2 (Europe)	\$0.05
Zone 3 (Asia)	\$0.05
Zone 4 (Africa)	\$0.30
Zone 5 (Australia)	\$0.10
Zone 6 (South America)	\$0.10

NOTES:

Long Distance/Roaming excludes the following countries:

Agreement #:
Version: V:20221111

- Andorra, Kosovo, Moldova, St. Pierre & Miquelon
- Bahrain, Bhutan, Brunei Darussalam, East Timor, Laos, Maldives (data blocked), Nepal, Palestine
- Turkmenistan, Uzbekistan, Lebanon
- Angola, Burundi, Cape Verde, Chad, Comoros, Djibouti, Ethiopia (Data Blocked), Equatorial Guinea
- Gabon, Gambia, Guinea, Lesotho, Libya, Madagascar, Malawi, Mauritania, Mozambique, Namibia
- Seychelles, Sierra Leone, Somalia, South Sudan, Sudan, Tanzania, Togo, Zambia, Zanzibar, Zimbabwe
- Cook Islands, Guam, Nauru, New Caledonia, Palau
- Falkland Islands
- Cruise Ships, Airplanes, Satellites.

Optional Financing Services:

- **Rogers Device Financing Program:** Where eligible, the Customer will have the option to finance a purchased Device through the Rogers Device Financing Program. This program allows the Customer to finance the Device cost (the No Term Device Price minus any promotional offers, plus applicable taxes) over a Device Financing Term, making equal monthly payments to Rogers until the Device balance is paid in full. The costs of financing (e.g., interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Device Financing Term, such costs to be quoted to the Customer at the time of financing. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining Device Financing Balance will become immediately payable.
- **Rogers Save & Return:** Where eligible, the Customer will have the option to finance a Device, minus the Save & Return Amount (the “Save & Return Amount”) through the Save & Return program. This program allows the Customer to finance the Device cost (the No Term Device Price minus the Save & Return Amount, any promotional offers, plus applicable taxes) over a Save & Return Term, making equal monthly payments to Rogers until the Device balance minus the Save & Return Amount is paid. The costs of financing (e.g., interest rate, PPSA registration costs, the amount financed) may be added to the purchase cost and will also be amortized over the Save & Return Term, such costs to be quoted to the Customer at the time of financing. At the end of the Service Term, the Customer may choose to return the Device to Rogers in good working condition with device locks (including Enterprise Mobility Management and Device Enrolment profiles) removed or keep the Device and pay the remaining Save & Return Amount. Upon cancellation of the Line for any reason, including the migration of the Line to another customer, the remaining financing balance and Save & Return Amount will become immediately payable.

Device Discounts	
Select SmartPhone (Android, non-iOS)	Various discounts available
Select Apple Devices (iOS)	Various discounts available
SmartPhone Screen	Up to 40%
Mobile Phone (voice only)	Up to 20%
Modems	Up to 20%
Accessories	Up to 40%
Accessory Package	Up to 40%

- **Three Year Line Term for all subsidized devices; BYOD lines are considered no-term.**
- **New Device Warranty is for 3 years.**
- Purchasing devices at MSRP may be paired with a Rogers SIM under the BYOD monthly service plan.
- **Certified preowned (CPO)** devices are available at 50% discount when paired with a SIM under the subsidy monthly service fee; includes a 6 month on Apple devices and 12 months on Samsung devices.
- **Device Lifecycle Management (“DLM”)** Returned devices go through a rigorous and certified cleaning process – devices are returned to a near-new condition and a certificate is issued. The market value of the returned device (less administrative fee to wipe the device) is applied as a credit to customers’ account.

In-Building Solutions

In building solutions can enhance wireless coverage within a customers' building or facility at a fixed or monthly rate:

Distributed Area Antenna (DAS) Solution	
Description	Cost
DAS Price Per Sq Ft	\$2.25
Femto Cell Deployments	
Hardware Rental	\$50.00/month
Service Fee	\$100.00/month
Hardware Installation	\$750.00 (one time)
Call Testing	\$275.00 (one time)

Micro Cell Deployments
Pricing and details provided via separate Statement of Work

STREAM III – Internet of Things (IoT)

IoT Rate Card	
Usage	Monthly Charge
500 KB	\$0.25
1 MB	\$0.50
5 MB	\$0.50
10 MB	\$0.50
20 MB	\$0.50
100 MB	\$0.50
300 MB	\$2.00
500 MB	\$2.50
750 MB	\$3.00
1 GB	\$4.00
2 GB	\$4.00
3 GB	\$4.00
6 GB	\$8.00
10 GB	\$12.00
20 GB	\$23.00
30 GB	\$35.00
60 GB	\$45.00
100 GB	\$65.00
250 GB	\$90.00
500 GB	\$115.00
1 TB	\$200.00

- Flex Plans above will not be unlimited. Data Services will be offered as tiered flex plans for IoT data transmissions. Each month, Data enabled IoT services will start on the lowest (“Base”) Data tier and will ascend (“Flex Up”) to the next tier as the Data allotment for their current tier is exceeded. IoT data Service

plans will continue to Flex up until they reach the maximum tier which is 1 TB and then would start over in aggregate from the lowest base tier (ie: 1TB + 1 GB = \$200.00 + \$8.00).

- SIM cards are at a rate of \$0.00.
- The platform position can include an option of Control Centre pricing for an additional \$0.01 - \$0.15 per SIM per month (depending on Jasper license).

Additional Features	
Features	Monthly Charges
Public Static IP Address	\$1.00
Private Static IP Address	\$2.00
Jasper Essential Lite License	\$0.01
Jasper Essential License	\$0.05
Jasper Advantage License	\$0.15
Private APN	\$125.00
Public APN	\$0.00

- IP addresses are in addition to the monthly Private APN charges.
- Note: Any “last mile” connectivity charges are the sole responsibility of Customer.

Hardware Discounts*	
Device	Discount
Cradlepoint Modem	20%
Sierra Modems	20%
Microhard Modem	20%
Inseego Modem	20%

*Applicable to only modems listed. In the event a different modem is required, the discount may not be applicable and will be quoted separately.

SCHEDULE B

Add-On Services

Customer may purchase any of the following optional Add-On Services:

1. **Telecom Expense Management Platform Services:** Providing a platform to allow Customers to have visibility and management of their telecom expenses (“TEMS”). Additional terms and conditions will apply. Additional professional services charges for the implementation and/or migration to such TEMS services will apply and will be quoted separately.
2. **Wireless Staging Services:** Providing on-site professional services to deploy active smart devices to users. Pricing provided upon request based on a Statement of Work (“SOW”) following the process of the Ontario Master Agreement.
3. **Mass Messaging:** Mass Messaging provides enterprises with tools to send and receive multi-channel bulk messaging across: SMS, MMS, Voice calls, to mobile users. Subscribers can receive and send back replies to the web interface. Subscribers can also check message delivery and manage contact distribution lists via address books or Excel.

Mass Messaging Setup Fee		
\$35.00		
Light Usage		
Description	Monthly Recurring Charges	Messages Sent per month
Mass Messaging - 500 Txt Msgs	\$15.00	0 to 500
Mass Messaging - 1000 Txt Msgs	\$30.00	0 to 1000
Mass Messaging - 2500 Txt Msgs	\$65.00	0 to 2500
Heavy Usage		
Description	Monthly Recurring Charges	Messages Sent per month
Mass Messaging - 5000 Txt Msgs	\$125.00	0 to 5000
Mass Messaging - 12000 Txt Msgs	\$320.00	0 to 12000
Mass Messaging - 30000 Txt Msgs	\$690.00	0 to 30000
Mass Messaging - 60000 Txt Msgs	\$1,320.00	0 to 60000

4. **Checkpoint Harmony Mobile:** Provides comprehensive, enterprise-grade mobile security that protects iOS and Android devices, apps, and the networks they depend on from advanced mobile threats. Supported OS: iOS and Android. Pricing is \$3.29 per month (per user).
5. **Apple Business Manager Device Enrollment:** for newly purchased eligible Apple devices purchased by Customer directly from Rogers: \$0.00 per eligible Device.
6. **Samsung Knox Deployment Program (KME):** for new purchased eligible Samsung devices purchased by Customer directly from Rogers: \$0.00 per eligible Device.
7. **IoT Solutions:** (not included in Tier II) are listed below with pricing provided based on a Statement of Work as per the process of the Ontario Master Agreement:

Product	Service
GEO Tab	Fleet management solution
SenseNet	Wildwire detection and management
Flysense	Vape detection for buildings

Corum Digital Signage	Digital screens and kiosks
Caliber	Video and alarm monitoring
JDRF Smart Lighting	Smart lighting features for buildings
No Traffic	Digitizing traffic infrastructure allows Cities to manage their traffic at a push of a button
Mero Technologies	Digital and analytical tools for commercial cleaning

8. **Enterprise Mobility Management Licensing:** Various suites of Blackberry, Samsung Knox, Microsoft Intune and VMWare Workspace ONE Enterprise Mobility Management (EMM) licenses are available for purchase at an average discount of 13% off list price when purchased on a twenty-four (24) month term. Further volume discounts may apply.
9. **Absolute Software (formerly NetMotion):** (Session Persistence) licences are available for purchase until December 2023 for \$8.41/user/month (subject to increase based on the US exchange rate).
10. **Veeam Backup for Microsoft 365:** eliminates the risk of losing access and control over Customer's Microsoft 365 data including Exchange Online, SharePoint Online, OneDrive for Business and Microsoft Teams – so that Customer's data is always protected and accessible - \$4.99/user/month (unlimited retention period & unlimited storage)
11. **Push to Talk (PTT):** Rogers' push-to-talk solutions are delivered on the TASSTA platform, powered by Novatek. The complete TASSTA solution comprises individual, group and priority calls, messaging including data transfer, voice recording, GPS and in-house tracking, alarm, emergency solutions and other features.

PTT Pricing	MSRP	Discount %	Public Sector Discount Price/ month / unit*
PTT License	\$7.49	20%	\$5.99
Standard PC Dispatcher	\$35.00	20%	\$28.00
Pro Smart PC Dispatcher	\$45.00	20%	\$36.00
Add-on to Standard PTT License			
Push to Video	\$10.00	20%	\$8.00
Lone Worker Protection/Person Down	\$10.00	20%	\$8.00
Task Manager	\$10.00	20%	\$8.00
Indoor Localization	\$10.00	20%	\$8.00
3D Deep Map for indoor	\$15.00	20%	\$12.00
History Reporting up to 6 months GPS	\$5.00	20%	\$4.00

*The discounted pricing is based upon a percentage discount off of MSRP and is subject to change based on changes to the MSRP

12. **First Priority Service:** First Priority Service from Rogers provides a prioritized data channel between emergency personnel and their organization's office or headquarters. (Available to First Responders Only) for a monthly fee of \$8.00/month/device.
13. **Unified Communications Services:** Microsoft Operator Connect and Teams Phone Mobile. Tiered pricing as follows:

Microsoft Operator Connect Per User Pricing			
User count	1 Year	3 Year	5 Year
100-500	\$8.00	\$7.60	\$7.20
501-1,000	\$7.00	\$6.65	\$6.30
1,001-2,400	\$6.00	\$5.70	\$5.40
2,401-5,000	\$5.50	\$5.23	\$4.95

5,001-10,000	\$4.00	\$3.80	\$3.60
10,001+	\$3.50	\$3.33	\$3.15

Microsoft Teams Phone Mobile Per User Pricing			
User count	1 Year	3 Year	5 Year
100-500	\$10.00	\$9.50	\$9.00
501-1,000	\$9.00	\$8.55	\$8.10
1,001-2,400	\$8.00	\$7.60	\$7.20
2,401-5,000	\$7.50	\$7.13	\$6.75
5,001-10,000	\$6.00	\$5.70	\$5.40
10,001+	\$5.72	\$5.44	\$5.15

*Pricing may qualify for additional discounts in association with larger volume commitments which will be identified in a Product Quotation where applicable. A committed Service Term is subject to Termination Fees for early termination.

14. **E-Fax Solution:** Rogers Cloud eFax Solution – Cloud eFax corporate solution allows you to keep your fax numbers while cutting costs, saving time and increasing overall productivity. A cloud fax technology for all businesses seeking a secure, low-cost, high-velocity alternative to paper-based faxing processes and outdated fax machines.

There are two versions of the product that cater to diff segments. For Enterprise/Public, Rogers offers a highly customizable and tiered product that is priced on:

- a. # of DIDs, and
- b. # of pages

DID per Fax Line	One Time Price
DID Activation (one time)	\$10.00
# of DIDs (DIDs/Fax Line/Monthly Fee)	Monthly Price
1	\$12.95
25	\$175.00
Additional (26-49)	\$7.00
50	\$275.00
Additional (51-99)	\$5.50
100	\$475.00
Additional (101-249)	\$4.75
250	\$1,000.00
Additional (251-499)	\$4.00
500	\$1,500.00
Additional (501+)	\$3.00
# of Page Tiers	Per Page Tier Price
2,500	\$250.00
Additional	\$0.10
5,000	\$400.00
Additional	\$0.08
10,000	\$750.00
Additional	\$0.08

25,000	\$1,750.00
Additional	\$0.07
50,000	\$3,375.00
Additional	\$0.07
100,000	\$6,000.00
Additional	\$0.06
200,000	\$11,500.00
Additional	\$0.06

15. **Wireless Internet (primary or secondary):** Get connectivity where you need it the most, without the hassle and cost of digging and installation. Whether it's a rural workplace, pop-up site or temporary location, launching highspeed internet for your business shouldn't be difficult. Pricing \$99.00 - \$160.00/month.
16. **Rogers Telemessaging Networker Archiver:** Network archiving refers to the process of systematically storing and managing SMS communications within a network. This can include SMS and MMS (multimedia messages). The archived data is typically retained for compliance, regulatory, legal, or business purposes. Pricing: \$8.00 per subscriber per month.
17. **Rogers Emergency Messaging:** Blackberry AtHoc - BlackBerry ® AtHoc ® helps government agencies prepare for, respond to and recover from critical events and emergencies. In a crisis, BlackBerry AtHoc gets clear and timely information to your team and the public at large— so Governments can keep everyone safe. Pricing: Based on a Statement of Work.
18. **Rogers Wireless Private Network:** Wireless Private Networks are ideal where customers require a privately controlled 5G/LTE network within their environment. Pricing: Based on a Statement of Work as per the Ontario Master Agreement. Optional Add-On Services may be purchased independently or bundled and are not mandatory in order to receive Ontario Agreement pricing for Mobile Devices and services. The Customer Master Agreement and applicable Schedules for add Add-On Services containing the terms and conditions of the Add-On Services will be provided at the time of ordering.

**Additional available services may be provided during the term of the agreement.*

**H.S.T. is applicable to all services.*

Schedule C

Provincially Funded Organization Notice

BACKGROUND INFORMATION:

- a. Supply Ontario has established various vendor of record (VOR) arrangements (the "VOR Arrangement") for selected qualified vendors (each a "Vendor") to supply certain products or services, or both, (the "Deliverable") to Supply Ontario.
- b. Vendors under most VOR Arrangements are required, subject to the terms of their agreement with Ontario under the applicable VOR Arrangement (each an "Ontario Agreement"), to consider requests from you (if you are a "Non-OPS Entity", as defined in the applicable Ontario Agreement) to make Deliverables available to you for purchase.
- c. In order for a Vendor to consider requests from you, the Vendor must first provide you with this Provincially Funded Organization Notice ("Notice").
- d. Supply Ontario and Rogers Communications Canada Inc. ("Rogers"), pursuant to a VOR Arrangement, have entered into an Ontario Agreement for the provision of Mobile Devices and Services ("MDS").
- e. If you continue with your request after being provided with this Notice, you will be deemed to have acknowledged and agreed to the terms set out in this Notice.

TERMS

1. **Your Status in Relation to Ontario Agreements.** You are not a party to the MDS Ontario Master Agreement and you cannot acquire any Deliverables as a "Client" under such MDS Ontario Agreement. If you wish to acquire MDS from Rogers, you must enter into a separate agreement with Rogers (a "Master Adoption Agreement").
2. **Non-OPS Entity.** Although Supply Ontario is providing you with access to the Ontario Master Agreement, to acquire pricing you remain solely responsible for negotiating the terms and conditions of your Master Adoption Agreement with Rogers, including the responsibility for ensuring that your Master Adoption Agreement contains business, legal or other terms and conditions as may be necessary for you.
3. **Procurement Processes.** You are solely responsible for ensuring that the selection of Rogers and the procurements made under any Master Adoption Agreement comply with any and all procurement rules, regulations, obligations and processes to which you are subject. Any differences between the terms and conditions of the Contract and the terms and conditions of your Master Adoption Agreement may affect whether the selection of Rogers and the procurements made under your Master Adoption Agreement meet the procurement rules, regulations, obligations or processes to which you are subject.
4. **Supply Ontario Not Liable for Your Relationship with Rogers.**
 - Supply Ontario does not endorse, recommend, or approve the suitability of: (i) any Non-OPS Entity as a customer of Rogers; and (ii) the terms and conditions of the Contract (or any Master Adoption Agreement adopting certain terms and conditions of the Contract) as a basis for, in whole or in part, any Master Adoption Agreement or any other resulting or related relationships or agreements between Rogers and any Non-OPS Entity. You are solely responsible for conducting your own independent assessment (including obtaining its own professional advice as may be necessary and appropriate in Rogers' specific circumstances) to determine the suitability of the above;
 - Supply Ontario makes no representation, assurance, warranty, or guarantee: (i) that any Non-OPS Entities will acquire products or services from or consider the products or services of Rogers; or (ii) of the value or volume of products or services that may or will be ordered, if any, by any or all Non-OPS Entities;
 - Supply Ontario will not, in respect of any Master Adoption Agreement or any resulting or related relationships or agreements between Rogers and any Non-OPS Entity: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, any Master Adoption Agreements or any such relationships or agreements; or (ii) be responsible or liable to Rogers or any third party for any costs, obligations, liabilities or covenants of the Non-OPS Entity, and nothing in any agreement between Rogers and any Non-OPS Entity shall have the effect of imposing or resulting in the imposition of any costs, obligations, liabilities or covenants on Supply Ontario;

- You shall not, in relation to or under any Master Adoption Agreement or under any resulting or related relationships or agreements between Rogers and any Non-OPS Entity, bring any Proceedings against Supply Ontario or any Indemnified Party as a result of: (i) any act, error or omission of the parties to the Master Adoption Agreement; or (ii) any act, error or omission of Supply Ontario;
 - You are solely responsible for your own contract administration with Rogers and shall not direct any issues that may arise with Rogers to Supply Ontario; and
 - For the purposes of any Master Adoption Agreement, You acknowledge that You have no power or authority to bind Supply Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Supply Ontario.
5. **Data and Documentation.** You will provide to Supply Ontario, at Ontario's request, any data and documentation about your acquisition of pricing plans from Rogers.
6. **Access to VOR Arrangements, Rogers/Ontario Agreements and Deliverables.** It is Supply Ontario's intention that, if you choose to access any VOR Arrangement, you will do so only to acquire products or services for your operational needs. Supply Ontario, in its sole discretion, may delay, restrict or choose to not renew access by you to information regarding any VOR Arrangement, any Ontario Agreement and any products and services provided by the suppliers to Supply Ontario on any VOR Arrangement.
7. **Restrictions to Becoming a Supplier to Ontario.** If you choose to access Supply Ontario's enterprise-wide VOR Arrangements, you are advised that, in some circumstances, you may be restricted or ineligible to submit a bid to become a supplier to Ontario under future procurement opportunities.
8. **Confidentiality.** You acknowledge that information of a confidential nature to Supply Ontario or Rogers, regardless of whether it is identified as confidential or not ("**Confidential Information**") may come into your knowledge, possession or control. You will: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those of your directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of acquiring or considering the acquisition of products and services from a Rogers (the "**Purpose**") and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the Purpose, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of Supply Ontario (SO); and (ii) in respect of any Confidential Information about Rogers or any other third-party, the written consent of Rogers and any such other third-party; and (d) return all Confidential Information to Supply Ontario on demand, with no copy or portion kept by you. You will not copy any Confidential Information, in whole or in part, unless copying is essential for the Purpose. On each copy made by you, you will reproduce all notices which appear on the original.