



Notice of Intent to Direct Award a Contract

The Ministry of Environment and Climate Change Strategy, Information, Innovation and Technology Division (the “Ministry”), is intending to extend an existing agreement for the following proposed services:

- Maintenance support services for the natural resource ministries (NRM) to continue to extend POSSE applications and provide support (maintenance, enhancements, upgrades, etc.) to the NRM’s existing business POSSE software applications including but not limited to the Hunting System (Hunting), Rec Angling System (RAS), Water Licensing System (WLS), Environmental Management System (EMS), Archaeology Permit Tracking System (APTS), Park Use Permit System (PUPS), Common Finance Application (CFA), Dam Safety (DAM), Flood Safety (FS), System Admin Support and Virtual Front Counter BC System (VFCBC) which also runs on the Computronix POSSE software platform.
- The POSSE licenses with technical and operational platform support services.
- Enhancements, updates, new releases, consulting services, etc. to ensure ongoing reliability and stability of the Ministries’ POSSE software applications.

The proposed work/service is to be carried out by Computronix (Canada) Ltd. at a contract price of \$ 1,000,000 per year (“Computronix”).

The anticipated term of the contract is from June 18, 2020 to June 17, 2023.

The Ministry may extend the Contract for two additional one-year terms, subject to funding.

The Information, Innovation and Technology Division has chosen not to compete the contemplated contract for the following reasons:

- The POSSE software platform, on which the Hunting, RAS, Water, EMS, APTS, PUPS, CFA, DAM, FS, System Admin Support and VCFBC is built, is created, owned and provided solely by Computronix.
- Computronix supports not only business system support, but also actual POSSE software implementation, including upgrades to software, hardware and change management activities, such as delivery from various environments.
- This expertise does not reside in the Ministry or NRM and has been deemed critical to the business. The business is currently dependent on the Computronix for the provision of this service and to remain invested in their understanding of the business programs.

- To the best of the Ministry's knowledge there are no third-party organizations that can maintain and provide the above-noted services due to the proprietary nature of the software. The Ministry has no plans to replace the Hunting, RAS, Water, EMS, APTS, PUPS, CFA, DAM, FS, System Admin Support and VFCBC, which is built on POSSE software platform, in the foreseeable future.

Contractors wishing to challenge this decision should submit a letter of objection by no later than 2:00 p.m. (local time) June 8, 2020 to:

Ministry of Environment and Climate Strategy
Information Innovation and Technology Division
IITContracts@gov.bc.ca
Attention: Senior Procurement /Contract Specialist

The letter must outline and justify specific reasons for the objection, vendor qualification, capacity, expertise and the ability to support the proprietary components of POSSE software at the same or lower cost will be the key criteria considered for any vendor objections. If justified, the Ministry may convene a meeting with Ministry representatives and service providers concerning this contract.

INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: IS21IIT050
 Requisition No.: _____
 Solicitation No.(if applicable): _____
 Commodity Code: _____

Contractor Information

Supplier Name: Computronix Canada Ltd
 Supplier No.: _____
 Telephone No.: _____
 E-mail Address: _____
 Website: _____

Financial Information

Client: 128
 Responsibility Centre: 71020
 Service Line: 30029
 STOB: 6309
 Project: _____

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 31st day of October 2020.

BETWEEN:

Computronix (Canada) Ltd. (the "Contractor") with the following specified address and fax number:

Suite 200 – Plaza 124
10216 – 124th Street NW
Edmonton, Alberta T5N 4A3

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Environment and Climate Change Strategy (the "Province") with the following specified address and fax number:

Information, Innovation and Technology Division
2nd Floor – 2975 Jutland Road
Victoria BC V8W 9M1

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b) .

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify in whole or in part the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor, must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:

- (a) \$2,000,000 per Loss; and
- (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:

- (a) bodily injury or damage to real property or tangible personal property;
- (b) third-party intellectual property rights; or
- (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,

- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
- (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

9.6 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.7 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or

- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the

portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of arbitration or mediation

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a arbitration or mediation under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement

Subcontracting

- 13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to, or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

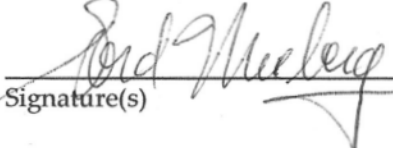

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>24</u> day of <u>November</u>, 20<u>20</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p>Gord Meeberg _____ <u>VP, Business Development</u> Print Title(s) Computronix (Canada) Ltd.</p>	<p>SIGNED on the <u>24</u> day of <u>November</u>, 20<u>20</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p>Bill Devey, _____ CTO & Executive Director, Business Delivery Information, Innovation and Technology Division</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on the execution date and ends on June 17, 2021.
2. The Province may extend the Agreement for two additional one-year terms, at its sole discretion.

PART 2. SERVICES:

Definitions

Outputs

1. The Contractor must provide the following Services;
 - Maintenance and enhancement of current Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) business applications and common components at set out in this Schedule A;
 - Action, under direction of Provincial staff, all migration activities to the eLicensing Non-Production and Production Environments. The Contractor will submit a report prior to any migration occurring; and
 - Day to day operational sustainment required to ensure system reliability and stability. (See heading number 3 below for **Operational Support and Sustainment Incident Management**).

The current suite of business applications, includes the following, hereinafter referred to as “the System(s)”:

- Environmental Management System
- Water Licensing System
- Archaeology Permitting System
- Park Use Permit Management System
- Recreational Fishing License System
- Aquaculture Licensing System
- eReferrals system
- Virtual Front Counter BC System
- Common Finance Application
- Dam Safety
- Flood Safety
- System Administrative Support

The common components are common business applications including finance, security and administration applications, that are utilized to manage common functions across the above 12 business applications. Common government services and interfaces include Site Minder, BC Express Pay, BC Mail Plus, Royal Bank and eGarms.

The services to be provided by the Contractor will be communicated and authorised utilizing their electronic issue tracking software. These services will normally be billed on a "time and materials' basis.

The maintenance support services to be provided by the Contractor will include project management, business analysis, design, development, system testing, and implementation of the System defect fixes and on-going improvements. User acceptance testing will be performed by the Province.

2. Support for Business Application Maintenance and Enhancements

The maintenance and enhancement support services to be provided by the Contractor are:

- (a) **Emergency Fixes** to correct System defects that severely affect the Province's ability to use the Systems by:
 - (i) Responding to the call initiator within 4 hours, during and outside of Regular Business Hours as referenced in Section 9 below. 4-hour response will only be available when it has been previously scheduled;
 - (ii) Documenting the required service within an electronic Issue Tracking Software Package.
 - (iii) Coordinating the required service with the designated Provincial contact;
 - (iv) Establishing a plan for resolution within 1 day;
 - (v) Maintaining a log of all Emergency requests within an electronic Issue Tracking Software Package;
 - (vi) Developing and testing the Emergency Fix;
 - (vii) Managing delivery of the Emergency Fix to the Province through the delivery channels used for Emergency fixes to the POSSE Systems;
 - (viii) Assisting with testing of the Emergency Fix in the Province's non-production support environments; and
 - (ix) Promoting the Emergency Fixes to the Province's environments through non-production POSSE environments and into the POSSE production environments.
- (b) **Non-emergency Fixes** to correct System defects that do not severely affect the Systems and for which there is normally a workaround by:
 - (i) Responding to the call initiator within 1 business day;
 - (ii) Documenting the required service within an electronic Issue Tracking Software Package;
 - (iii) Coordinating the required service with the designated Provincial contact;
 - (iv) Maintaining a log of all non-emergency requests within an electronic Issue Tracking Software Package;
 - (v) Developing and testing the Non-emergency Fix;
 - (vi) Delivery enhancements to the System through the regular software delivery processes utilizing POSSE Tools for POSSE Systems;
 - (vii) Assisting with testing of enhancements in the Province's non-production support environments; and
 - (viii) Promoting enhancements to the Province's POSSE Production environments.
- (c) **Enhancements**, i.e., enhancements to improve the existing functionality or add additional functionality to the Systems.
 - (i) Through a Service Request provide enhancements as requested by the Province through the electronic Issue Tracking Software Package to expand the functionality of a business application or develop additional functionality; and
 - (ii) Provide detailed analysis and requirements; design; and software configuration expertise in the development and implementation of all enhancements according to Province standards.

3. Service Requests

For the enhancement of requests through the electronic issue tracking software, the Contractor will:

- (a) Gather requirements, propose design solutions and provide estimates;
- (b) Ensure the following are clearly identified on Service Request items:
 - (i) The activity title,
 - (ii) Affected system areas,
 - (iii) Estimate of effort required,
 - (iv) The range of the accuracy of the estimate,
 - (v) Resources to be assigned,
 - (vi) Schedule, including the 'contracted time' to complete with actual anticipated completion dates,
 - (vii) Any recognized risks that could affect the delivery of the request; and
- (c) Obtain approval of the Service Request by an Information, Innovation and Technology Division (IITD) contact person before proceeding with the activity. Pricing may be based on Service Requests being done through a combination of fixed cost and/or time and material activities.

4. Operational Support and Sustainment Incident Management

Incident Management consists of the resolution of a disruption in processing or service of the existing POSSE business applications and reports. Incident Support follows one of the following two patterns, Emergency Fixes and Non-emergency Fixes, described in this Section 3 below:

(a) Emergency Fixes

The services to be provided by the Contractor for emergency fixes are:

- (a) Responding to the call initiator in compliance with Service Levels (see Appendix 1 attached which hereto forms as part of this Agreement);
- (b) Documenting the required service on a Service Request by:
 - (i) Notifying and coordinating the resolution with the FLNRORD contact;
 - (ii) Providing Tier 3 end user support by responding to requests from the FLNRORD contact when assistance, clarification or training is required on the functions of the Systems;
 - (iii) Attending client meetings upon the request of the FLNRORD; and
 - (iv) Preparing and updating technical documentation as per FLNRORD standards.

(b) Non-emergency Fixes

The services to be provided by the Contractor for non-emergency fixes include the are:

- (a) Responding to the call initiator in compliance with Service Levels (see Appendix 1 attached));
- (b) Documenting the required service on a Service Request by:
 - (i) Notifying the FLNRORD contact of any potential risks, or additional costs;
 - (ii) Maintaining a log of all non-emergency requests;
 - (iii) Managing releases through the standard FLNRORD Service Request procedures;

- (iv) Providing Tier 3 end user support by responding to requests from the Provincial contact when assistance, clarification or training is required on the functions of the Systems;
- (v) Attending client meetings upon the request of the Province; and
- (vi) Preparing and updating technical documentation as per Provincial standards.

5. POSSE Infrastructure Planning Activities

- (a) The support services to be provided by the Contractor are:
 - (a) Attend scheduled production planning meetings to participate and advise on the timing, contents and dependencies of activities in support of the management of change to all POSSE environments including Production, Test, Train, Delivery and Preview, and other environments that may be required from time to time. All changes to any Province POSSE environment must have prior consent from the Province and include an itemized Software Delivery Report before the Contractor will be granted access or initiate any work;
 - (b) Perform POSSE software migrations and releases and participate and advise on environment refreshes;
 - (c) Based on information and instructions provided by the Province perform business analysis, design, development, system testing, and implementation of System capacity improvements applied to subsets of or the entire POSSE software/hardware environment. User acceptance testing will be performed by the Province; and
 - (d) Perform incident and problem management for changes related to #1 above, through incident capture, problem source determination, and resolution.
- (b) The Contractor will deliver the POSSE Infrastructure Planning Activities by:
 - (a) Responding to the call initiator within 2 hours during regular business hours,
 - (b) Coordinating the required service with the designated Provincial contact,
 - (c) Delivering the requested service in as per Service Request,
 - (d) Maintaining a log of all Service Requests,
 - (e) Notifying the Provincial contact when the requested service has been delivered; and
 - (f) Other duties and assignments within the Province's POSSE software environment as requested by the Province.

6. Regular Business Hours

Unless otherwise stated in this Agreement, the Services will be provided during Regular Business Hours.

7. Outside Regular Business Hours

Outside Regular Business Hours is the period of time not encompassed by the definition of "Regular Business Hours". Outside Regular Business Hours, including evenings and weekends. The Contractor may be asked to provide services during this period with prior notification and scheduling of the services requested.

8. Issue Tracking

The Contractor will provide an electronic issue tracking software.

9. Service Measurement

The Contractor will meet service standards as defined in Appendix 1 (Service Measurement) of this Agreement.

Inputs

1. The Contractor's Development Environment

The Contractor will maintain a development environment sufficiently compatible with the Province's technical environment described in **Current Technical Environment** below in order to adequately perform functional testing of application enhancements and upgrades as well as POSSE version upgrades. All development work under this Agreement should be carried out at the Contractor's premises using its own hardware, resources and equipment. The Contractor will be expected to acquire and maintain valid licenses for all software and hardware used by the Contractor to deliver the services under this Agreement. The Contractor will establish the application and database in their development environment at its own expense.

2. Current Technical Environment

POSSE 7.3 software and the business application configurations reside on a single integrated infrastructure on Share Services BC servers. This integrated infrastructure includes a production environment and non-production environments that mirror the production environment. The hardware that the POSSE 7.3 software currently resides on is as follows:

2.1. Physical Environment

2.1.1. Kamloops (Production)

- a) 1 Sun Solaris M4000 server (partitioned into 2 virtual Solaris resource containers. Each dedicated to a separate POSSE production database
- b) 2 Sun X4240 Windows 64-bit Windows server (2 processors, 8 GB RAM) – dedicate POSSE process (batch) server
- c) 1 HP DL380 windows 32-bit Citrix server – dedicated terminal server for POSSE client-server applications

2.1.2. Calgary (Non-Production)

- a) 2 Sun Solaris M3000 servers – each dedicated to a set of POSSE databases
- b) 2 Sun x4240 Windows 64-bit servers – dedicated POSSE Web application servers
- c) 1 Virtual Windows 64-bit server (4 processors, 8 GB RAM) – dedicate POSSE process (batch) server
- d) 1 Virtual Window 32-bit Citrix server – dedicated terminal server for POSSE client-server applications

2.1.3. Platform & Network Service Providers-WTS/HP Advanced Solutions

- a) Server hardware and operating systems

- b) Network administration
- c) Firewall & router ACL administration

3. Production Environment Databases

3.1. There are currently two dedicated Production databases that reside on the technical infrastructure in Kamloops described above in Section 2.1.1.

- 3.1.1. Prod1 DB contains the Freshwater Fishing and Hunting (wild) Applications. This application is made available to the public 24/7 with the exception of planned outages. Weekly maintenance changes are scheduled during the Shared Services Sunday morning change window from 6:00 am to 9:00 am PST. Other planned outages including new releases, are scheduled at times of least impact to application users. This is generally after hours on a Tuesday. Planned outages are avoided during the angling season April to September, other than the those scheduled during the Shared Services BC Sunday morning change window, or for urgent security related changes.
- 3.1.2. Prod2 DB contains Environmental Management System, Common Finance System, Common Security and Admin System, Park Use Permitting System, Aquaculture System, Archaeology Permitting System and the Virtual Front Counter System. This environment is managed to be available Monday thru Friday 8:00 am to 5:00 pm PST. All planned outages are scheduled after business hours, generally on Friday evening.
- 3.1.3. Both environments must be kept synchronized. The Contractor will ensure all POSSE software configurations are migrated to both environments within each migration or release cycle.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Maintain the integrity of the Province's Systems
- Minimize impact to business for any System maintenance activities

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

Status reports are to be delivered to the Ministry Representative on a weekly basis as and when requested.

PART 3. RELATED DOCUMENTATION:

Not applicable.

PART 4. KEY PERSONNEL:

The Key Personnel of the Contractor are as follows:

- a) Grant Drotsky, Project Manager

b) Mark Jensen, Business Systems Analyst and Technical Lead

Requests to substitute Key Personnel must be made in writing as per Section 13.12 of this Agreement.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$1,000,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate: All time and materials activities will be paid at a rate of \$147.00 per hour for those hours during the Term when the Contractor provides the Services.

Flat Rate: The services to be provided by the Contractor will normally be billed on a "time and materials" basis. In special circumstances, the Contractor may be requested to provide a 'fixed price' for a specific service (e.g. upgrades to the POSSE software) as agreed to in writing by the Province and the Contractor.

Prices will increase each year of the contract based on Canadian Consumer Price Index. (New rate = Previous Year Rate x (1 + Canadian CPI) rounded to the nearest dollar.

3. EXPENSES:

- (a) travel, accommodation and meal expenses for travel greater than 100 kilometers away from Edmonton on the same basis as the Province pays its Group II employees when they are on travel status; and
- (b) the Contractor's actual long-distance telephone, fax, postage and other identifiable communication expenses;

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period";
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor

for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Despite section 13.7, the parties acknowledge they are also parties to an Earthwon Software License and Annual Support Agreement dated January 31, 2006 (the "Earthwon Agreement"). To the extent that any of the terms of this agreement conflict with section 8 of the Earthwon Agreement, the terms of the Earthwon Agreement prevail.

Despite section 13.8, the following applies:

Section 8.1 only survives until one year after this agreement and all renewals of it terminate.

The reference in section 13.8 to section 9.6 is changed to a reference to section 3(c) of Schedule D. Section 3(c) of Schedule D only survives until one year after this agreement and all renewals of it terminate.

Section 9.9 only survives until one year after this agreement and all renewals of it terminate.

Additional Definitions

33. In this Schedule,

- (a) **"Regular Business Hours"** means Monday through Friday from 8:30am to 4:30pm (Pacific Time), excluding Statutory Holidays;
- (b) **"Service Request"** means a request created when functionality of the systems are (or will be) impacted by an upgrade or software installation (i.e. a hardware, operating system, Oracle, or other upgrade or adjustment/alteration, or a modification to a system which is connected to an FLNRO POSSE system by an interface, causes a POSSE system to malfunction.)

Schedule G – Security Schedule

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any

the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and

- (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

- 33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
- 34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
- 35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
- 36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
- 37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

- 38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
- 39. The Province has the rights to:
 - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the

Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;

- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent,

the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:

- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
- (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
- (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
- (d) ensure that default passwords and shared accounts are not used for any Systems; and
- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and

- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

- 62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment (“STRA”) support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province’s request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor’s compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province’s rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor’s expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule

1. In this Schedule:
 - a) “**Tax Verification Letter**” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “**Valid**” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.



Natural Resource Ministries

Contract Modification Agreement No. 1

MINISTRY CONTRACT/FILE NO.: **IS12IIT050**

PROJECT **eLICENSING**
NAME:

THIS MODIFICATION AGREEMENT dated for reference **FEBRUARY 9, 2021**.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the **MINISTER OF
ENVIRONMENT AND CLIMATE CHANGE STRATEGY**

INFORMATION, INNOVATION AND TECHNOLOGY DIVISION

(the "Province", "we", "us", or "our" as applicable) at the following address:

**PO BOX 9634 STN PROV GOVT
VICTORIA, BC V8W 9M3**

Telephone: Fax: E-mail Address:
250 280-4083 250 953-3752 John.Creasey@gov.bc.ca

Ministry Representative: **JOHN CREASEY**

Alternate (if applicable):

AND

COMPUTRONIX (CANADA) LTD

(the "Contractor", "you", or "your" as applicable) at the following address:

200-18354 118 AVENUE NW

EDMONTON, ALBERTA T5S 2G2

Telephone: Fax: E-mail Address:
**800 359-3758 michael.ardron@compu
tronix.com**

Contractor Representative: **Michael Ardron**

Corporate Business Number:

WorkSafe BC No: **and/or** POP No.

A. The Parties entered into an Agreement dated for reference **24 NOVEMBER 2020** (hereinafter called the "Agreement"),

B. The Parties agree to amend the Agreement as follows:

1. Schedule B – Fees and Expenses, Paragraph 1 Maximum Amount Payable, has been amended to read as follows:

Despite sections 2 and 3 of this Schedule, \$1,425,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and answers under this Agreement (exclusive of any applicable taxes described in section 3.1 (c) of this Agreement).

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an
authorized representative of the Province

(Signature of authorized Ministry Expense Authority)

BILL DEVEY, CTO & Executive Director

(PRINTED NAME of authorized representative)

Dated this 11 th day of February 2021

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a corporation)

(Signature of Contractor or Authorized Signatory)

GORD MEEBERG

(PRINTED NAME of Contractor or authorized signatory)

Dated this 10 day of February 2021



Natural Resource Ministries

Contract Modification Agreement No. 2

MINISTRY CONTRACT/FILE NO.: IS21IIT050

PROJECT NAME: eLicensing

THIS MODIFICATION AGREEMENT dated for reference June 6, 2021.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF
ENVIRONMENT AND CLIMATE CHANGE
STRATEGY

INFORMATION, INNOVATION AND TECHNOLOGY DIVISION

(the "Province", "we", "us", or "our" as applicable) at the following address:

PO BOX 9634 STN PROV GOVT
VICTORIA BC V8W 9M3

Telephone:
250 280-4063

Fax:

Business E-mail Address:
David.Rittenhouse@gov.bc.ca

Ministry Representative: David Rittenhouse
Alternate (if applicable):

AND

COMPUTRONIX CANADA

(the "Contractor", "you", or "your" as applicable) at the following address:

200-18354 118 AVENUE NW
EDMONTON AB T5S 2G2

Telephone:
800-359-3758

Fax:

E-mail Address:
Michaelardron@compu
tronix.com

Contractor Representative:
Corporate Business Number:

and/or POP No.

BACKGROUND

- A. Pursuant to RFP No. SATP-115 dated March 23, 2005 (Request for Proposals for Authorization Management Software Package) and RFP No. LWBC05-PS dated April 1, 2005 (Request for Proposals for Package Software and IT Services) the Province, represented by the Ministry of Environment, Corporate Services Division (as it then was) entered into a Software License and Support Agreement, effective January 31, 2006 with Computronix (Canada) Ltd. ("**2006 Agreement**");
- B. Pursuant to the 2006 Agreement, Computronix granted to the Province, *inter alia*, the following rights, which continue in force indefinitely, even after the 2006 Agreement ends (capitalized terms below have the meaning set out in the 2006 Agreement):
 - a. in exchange for payment of the Total License Fee, a perpetual, irrevocable, royalty-free and worldwide license to install one Earthwon Production Database and to use embedded POSSE on the terms of the 2006 Agreement ("**Grant**");
 - b. the right to add additional Production Databases for a one-time fee payment of \$40,000 CDN for each additional Production Database; and
 - c. the right to obtain annual support services for an annual fee of 15 percent of the Total License Fee ("**Annual Support Fee**").
- C. Upon the expiry of the 2006 Agreement, the Province, represented by the Ministry of Forest, Lands, and Natural Resource Operations (as it then was) issued RFP No. SATP-288 dated May 6, 2011 for POSSE Software Services Support;
- D. Computronix was the successful proponent to RFP No. SATP-288, and the Province and Computronix entered into Information Technology & Management Consulting Professional Services Agreement No. IS12FSB015 dated for reference September 16, 2011 for services commencing September 30th, 2011 ("**2011 Agreement**");
- E. The 2011 Agreement was for the provision by Computronix of Services broadly described as:
 - a. the maintenance and enhancement of current business applications and common components; and
 - b. the day to day operational sustainment, required to ensure system reliability and stability.

CONTRACT MODIFICATION AGREEMENT

CONTINUED

- F. The 2011 Agreement had an initial term commencing September 30th, 2011 and ending June 17, 2016, with the possibility of four (4) additional one (1) year extensions;
- G. The 2011 Agreement was extended four times, and pursuant to Modification Agreement No. 8, was further extended to expire on June 17, 2021;
- H. The 2011 Agreement describes Fees only in terms of an hourly rate and does not reference the Annual Support Fee;
- I. During the entire term of the 2011 Agreement the Province paid the Annual Support Fee to Computronix, in addition to Fees based on an hourly rate;
- J. The Province, represented by the Ministry of Environment and Climate Change Strategy (as it currently is), posted a Notice of Intent to Direct Award posted to BC Bid on May 20, 2020 (the "**Notice of Intent**") describing its intent to direct award a contract to Computronix for services including:
- a. maintenance support services for the natural resource ministries ("**NRM**") to continue to extend POSSE applications and provide support (maintenance, enhancements, upgrades, etc.) to the NRM's existing business POSSE software applications;
 - b. enhancements, updates, new releases, consulting services, etc. to ensure ongoing reliability and stability of the Ministries' POSSE software applications.
- K. The Notice of Intent contemplated an anticipated contract term from June 18, 2020 to June 17, 2023 with an option to extend for two additional one year terms.
- L. Pursuant to the Notice of Intent, the Province as represented by the Ministry of Environment and Climate Change Strategy entered into Information Technology & Management Consulting Professional Services Agreement No. IS21IIT050 dated for reference October 31, 2020 for services commencing November 24, 2020 and ending June 17, 2021 (the "**2020 Agreement**" or "**this Agreement**");
- M. This Agreement is for the provision by Computronix of Services broadly described as:
- a. the maintenance and enhancement of current business applications and common components;
 - b. action, under direction of Provincial staff, of migration activities to the eLicensing Non-Production and Production Environments; and
 - c. the day to day operational sustainment, required to ensure system reliability and stability.
- N. The omission of any reference to the continuing payment of the Annual Support Fee in Schedule B of the 2011 Agreement and in Schedule B of this Agreement appears to have been inadvertent, and the parties acknowledge and agree that the Province has paid to Computronix the Annual Support Fee each year since the 2006 Agreement, and currently pays \$97,757.25 in respect of the Annual Support Fee;
- O. Computronix has requested the Province increase the Annual Support Fee from 15% of the Total License Fee established by the 2006 Agreement all as more particularly set out below, and the Province has agreed; and
- P. The parties have agreed to modify this Agreement to reference the Annual Support Fee, to describe the services received by the Province in exchange for the Annual Support Fee, and to confirm the increase to the Annual Support Fee and the Annual Support Fee payable to the end of the term of this Agreement.
-
- Q. The Parties agree to amend the Agreement as follows:
- (1) Defined terms not otherwise defined in this Second Modification are as defined in the 2020 Agreement (or the 2006 Agreement).
 - (2) Schedule A, Part, the term is extended to June 17, 2023.

CONTRACT MODIFICATION AGREEMENT

CONTINUED

- (3) Schedule B, Part 2 "Fees" is deleted in its entirety and replaced with the following text:

Annual Support Fee

With reference to the Software License and Support Agreement, effective January 31, 2006 between the Province and Computronix (Canada) Ltd. (the "**2006 Agreement**"), the Province will pay the "Annual Support Fee" as a percentage of the "Total License Fee" (as those terms are defined in the 2006 Agreement), and the Parties acknowledge and agree as follows:

1. The Total License Fee paid by the Province was \$651,715 CDN; accordingly, the Annual Support Pursuant to the 2006 Agreement, the Annual Support Fee was set at 15% of the Total License Fee;
2. The current Annual Support Fee is \$97,757.25; and
3. For the purposes of this Agreement IS12IT050 the Parties agree that the Annual Support Fee will be increased to the percentage of the Total License Fee set out below for the then current contract year:

Table 1 – Annual Support Fee

Contract Year	Dates	Annual Support Fee (% of Total License Fee)	ASF Amount (based on \$651,715)
2021	(June 18, 2020) to June 17, 2021*	15%	\$97,757.25
2022	June 18, 2021 to June 1, 2022	18%	\$117,309
2023	June 18, 2022 to June 17, 2023	21%	\$136,860
First Contract Extension (2024)** (**if exercised by Province)	June 18, 2023 to June 17, 2024	24%	\$156,412

*Note: Contract execution date, November 24, 2020.

4. The Parties acknowledge and agree that notwithstanding the inclusion of the Annual Support Fee that would apply during the first contract extension, this does not constitute notice that the Province is exercising its extension rights. Pursuant to Schedule A, s. 1(2) the Province may exercise its extension rights, in its sole discretion.
5. On a one-time basis, without prejudice to the Province's surviving rights and Computronix's surviving obligations under the 2006 Agreement, the Annual Support Fee per Contract Year, and per any contract extension (if applicable) will be in accordance with Table 1 in section 3 above.
6. Services not covered by the Annual Support Fee will be billed on a "time and materials" basis for those hours during the Term when the Contractor provides the Services, at the rates set out in Table 2 below ("**Hourly Rates**"):

CONTRACT MODIFICATION AGREEMENT

CONTINUED

Table 2 – Hourly Rates

Resource Name/Group	Adjusted Cost/Hour
Consultant	\$ 205.00
Technical Lead	\$ 175.00
Project Manager	\$ 175.00
Developer 4	\$ 165.00
Solutions Consultant	\$ 150.00
Developer 3	\$ 145.00
Developer 2	\$ 135.00
Project Administrator	\$ 115.00
Developer	\$ 100.00

Hourly rates will increase once per contract year based on Canadian Consumer Price Index. (new rate = previous Contract year rate x (1+Canadian CPI) rounded to the nearest dollar. Contractor may be asked to provide a 'fixed price' for a specific service, which will be as agreed in writing.

- (4) The Parties acknowledge and agree that notwithstanding that Schedule A of this Agreement describes services in a manner that does not differentiate between services provided on a time and materials basis and services similar to those described in the 2006 Agreement provided in exchange for the Annual Support Fee, the services provided by Computronix in exchange for payment of the Annual Support Fee by the Province are:

- (1) unlimited help desk support between 7 am – 4 pm (PT), M-F (for Earthwon, embedded POSSE software, embedded Sybase ASA software) as more particularly set out in the 2006 Agreement, including at section 4.3(b); and
- (2) new Releases as more particularly set out in the 2006 Agreement, including at section 4.8.

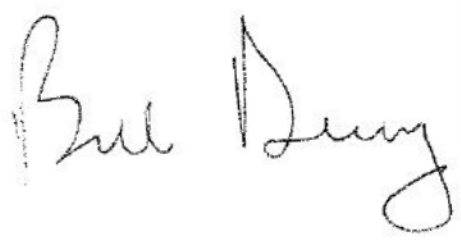
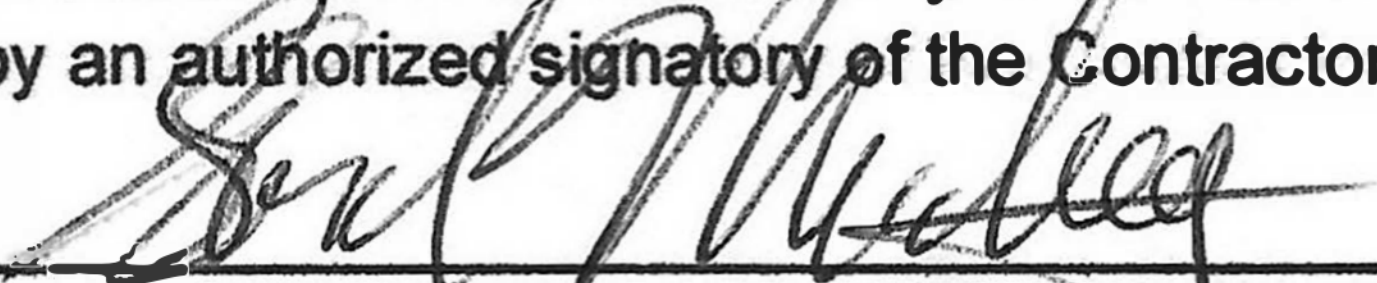
The above services are covered by the Annual Support Fee and will not be separately invoiced by Computronix on a time and materials basis.

- (5) Except as expressly amended for the limited purpose of the 2020 Agreement, the Parties acknowledge and agree that in all other respects, the 2006 Agreement terms that continue in force indefinitely, even after that Agreements ends, are confirmed.

R. In all other respects, the Agreement is confirmed.

S. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province 	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) 
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Printed Name Bill Devey	Printed Name Gord Meeberg
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this 17 day of June 2021	Dated this 17 day of June 2021



Natural Resource Ministries

Contract Modification Agreement No. 3

MINISTRY CONTRACT/FILE NO.: **IS12IIT050**

PROJECT NAME: **eLICENSING**

THIS MODIFICATION AGREEMENT dated for reference **FEBRUARY 9, 2021**.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the **MINISTER OF ENVIRONMENT AND CLIMATE CHANGE STRATEGY**

INFORMATION, INNOVATION AND TECHNOLOGY DIVISION

(the "Province", "we", "us", or "our" as applicable) at the following address:

**PO BOX 9634 STN PROV GOVT
VICTORIA, BC V8W 9M3**

Telephone: Fax: E-mail Address:
778 698-3116 **Kiran.Bagha@gov.bc.ca**

Ministry Representative: **Kiran Bagha**

Alternate (if applicable):

AND

COMPUTRONIX (CANADA) LTD

(the "Contractor", "you", or "your" as applicable) at the following address:

200-18354 118 AVENUE NW

EDMONTON, ALBERTA T5S 2G2

Telephone: Fax: E-mail Address:
800 359-3758 **michael.ardron@compu**
tronix.com

Contractor Representative: **Michael Ardron**

Corporate Business Number:

WorkSafe BC No: **and/or** POP No.

A. The Parties entered into an Agreement dated for reference **24 NOVEMBER 2020** (hereinafter called the "Agreement"),

B. The Parties agree to amend the Agreement as follows:

1. Schedule B – Fees and Expenses, Paragraph 1 Maximum Amount Payable, has been amended to read as follows:

Despite sections 2 and 3 of this Schedule, \$3,000,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3 of this Agreement).

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

Bill Devey

(Signature of authorized Ministry Expense Authority)

Bill Devey

(PRINTED NAME of authorized representative)

Dated this 1st day of October 2021

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)

Chris Stolte

(Signature of Contractor or Authorized Signatory)

CHRIS STOLTE

(PRINTED NAME of Contractor or authorized signatory)

Dated this 30th day of September 2021