



LEGEND RECREATION SOFTWARE INC.

AND

Township of North Huron

SOFTWARE LICENCE, SERVICE AND SUPPORT AGREEMENT

INDEX

1. INTERPRETATION.....	3
2. GRANT OF LICENCE	6
3. SERVICES	7
4. PRICE AND PAYMENT	7
5. DELIVERY	8
6. WARRANTY	8
7. THE CUSTOMER'S OBLIGATIONS.....	9
8. INTELLECTUAL PROPERTY RIGHTS INDEMNITY	10
9. DURATION AND TERMINATION AND POST TERMINATION PROVISIONS.....	11
10. LIABILITY.....	12
11. CONFIDENTIALITY/NON SOLICITATION.....	13
12. FORCE MAJEURE.....	15
13. DISPUTE RESOLUTION	15
14. CHANGE CONTROL	15
15. GENERAL	15
16. EXECUTION	17
SCHEDULE 1 – SOFTWARE PRODUCT	18
SCHEDULE 2 - SERVICES	21
SCHEDULE 3 – THE FEES	26
SCHEDULE 4 - PERSONNEL	32
SCHEDULE 5 – IT HELP DESK SLA	33
SCHEDULE 6 – SOFTWARE MAINTENANCE SUPPORT SLA	38
SCHEDULE 7 – HOSTING SERVICE LEVELS	41
SCHEDULE 8 – GAP LIST	42
SCHEDULE 9 – PRIVACY PROTECTION SCHEDULE	43

THIS AGREEMENT is dated and in effect this ____ day of _____, 2016.

BETWEEN:

LEGEND RECREATION SOFTWARE INC., a federally registered corporation [under corporation number 935086-1], with a registered office located at 1400-340 Albert Street, Ottawa, Ontario, K9R 0A5

(the "Supplier")

AND:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON, a municipal district incorporated pursuant to letters patent issued by the Crown in right of the Province of **Ontario** with an office address at **274 Josephine Street, Wingham, Ontario, N0G 2W0**

(the "Customer").

WHEREAS:

- (A) The Customer as part of its responsibilities is engaged in operating parks and recreation facilities in North Huron, Ontario;
- (B) The Customer has researched recreation management software capable of supporting its parks and recreation operations;
- (C) The Supplier possesses technical competency and expertise in development, manufacture, installation and maintenance of recreation management software and related software systems.
- (D) The Supplier possesses the technical competency and expertise in building, maintaining and servicing technical platforms and to providing support services to compliment provision of recreation management software and related software systems.

In consideration of the mutual covenants, promises and undertakings set out below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES AGREE as follows:

1. **Interpretation**

1.1. In this Agreement the following expressions have the following meanings unless otherwise stated:

"Agreement" means this Software Licence, Services and Support Agreement;

"Authorized Users" means those employees, independent third-party contractors, and end user customers (with respect to self-service portals) of the Customer who are entitled to use the Software under this Agreement;

"Business Day" means any day, from 9:00 am to 5:00 pm, which is not a Saturday, Sunday or public holiday in **Ontario**;

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in section 11;

"CPIX" means the consumer price index, a standard measure of inflation in Canada measured as a percentage annual increase in prices as defined by Statistics Canada;

“Customer Account Team” means those individuals appointed by the Customer from time to time who shall serve as the Supplier's primary contacts for the Supplier's activities under this Agreement. The initial members of the Supplier Account Team are listed in SCHEDULE 4;

“Concurrent User” means the total number of Authorized Users across all computer devices that are authorized to use or access the Software at any one time;

“Customer Data” means the data input into the information fields of the Software by the Customer, by Authorized Users, or by the Supplier on the Customer's behalf;

“Customer's Project Manager” means the member of the Customer Account Team who has authority to contractually bind the Customer under terms of this Agreement. The Customer's Project Manager at the Effective Date is named in SCHEDULE 4;

“Deliverable” means a clearly defined functionality or other pre-set milestone or service or specified work package of any of the Development Services;

“Delivery Date” means the date when the Software is activated on the Supplier's server, for live 'in-production' use by the Customer's end users or customers;

“Development Services” means any software development and related work referred to in SCHEDULE 2 and SCHEDULE 3, if required, to be performed by the Supplier;

“Disaster” means an event defined as a Disaster in the Disaster Recovery Service in section 2.6 of SCHEDULE 2;

“Disaster Recovery Service” means procedures to be adopted by the Customer and the Supplier in the event of a Disaster (including the procedures to be taken by the Customer and the Supplier in planning and providing for any such event), the standard Disaster Recovery Service, and additional options, being set out in SCHEDULE 2 and SCHEDULE 3;

“Documentation” means the documentation provided by the Supplier relating to the Software, or produced by the Customer in relation to the Software, in either printed text or machine readable form, including but not limited to the technical documentation, program specification, end user manuals and commercial terms associated with the Software and Services;

“Effective Date” means the date first written above in this Agreement;

“Effort” means in the event that Development Services are required, the informed estimate of production days required by the Supplier based on the final Software Specification;

“Error” means a material fault with a Deliverable in delivery of the Development Services or Software;

“Event of Force Majeure” means an acts-of God, earthquake, fire or other natural disaster, terrorist attack, civil war or civil unrest, riots, war or nuclear, chemical or biological contamination;

“Extended Hours” means centre operating hours on business days and also on public holidays and weekends;

“Fees” means the fees payable to the Supplier, as described in SCHEDULE 3 including without limitation Licence Fees, daily rates for implementation services and fees for Development Services, Hosting Services and such other services as may be selected by Customer from time to time;

“Gap List” means the functionality to be produced by the Supplier conditional to this Agreement as detailed exclusively in SCHEDULE 8, subject to the guaranteed delivery terms, including penalties for late delivery, as listed in SECTION S3.7(c);

“Hosting Services” means the robust technical solution that the Supplier provides using two enterprise class tier-3 data centres in Canada to provide the Software and the Services and any other business systems as described in SCHEDULE 3;

“Initial Term” means a period of **48 months** starting from the Effective Date;

“Intellectual Property” means any intellectual property, on a worldwide basis, (whether registered or unregistered) including: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent applications, and patent disclosures, together with all divisional reissues, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (ii) all trademarks, trade names, trade dress, logos, business names, corporate names, domain names, uniform resource locators (URL’s) and internet websites related thereto, and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) all industrial designs and all applications, registrations and renewals in connection therewith; (v) all proprietary, technical or confidential information, including all trade secrets, processes, procedures, know-how, show-how, formulae, methods, data, compilations, databases and the information contained therein; and (vi) all computer software (including all source code, object code and related documentation), together with (a) all copies and tangible embodiments of all of the foregoing (in whatever form or medium), and (b) all improvements, modifications, translations, adaptations, refinements, derivations and combinations thereof;

“Intellectual Property Rights” means all industrial and intellectual property rights in respect of the Intellectual Property of Supplier or in which Supplier has any right, title or interest, including inbound licence agreements, copyrights, patents, inventions (whether or not patented), trade-marks, service marks, get-up and trade dress, industrial designs, integrated circuit topographies, domain names, trade names or business names, knowhow and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all contracts related to any such industrial and intellectual property rights, and all embodiments of such intellectual property rights whether registerable or not, in any country (including but not limited to the United Kingdom and Canada);

“Legend” means Legend Recreation Software Inc.;

“Licence” means the licence rights granted pursuant to section 2;

“Licence Fee” means the Software Licence Fees as set out in SCHEDULE 3;

“Maintenance Support” means any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Software, to the standards as described in SCHEDULE 6;

“Network Access” means a suitable method to provide authorized access to the Software from an external site (external to Supplier’s Hosting Services);

“Optional Services” means the Optional Services listed in SCHEDULE 2, which Supplier offers over and above the Software solution and which the Customer can select to be added or removed based on specific notice periods for each such Optional Service;

“Service Level Arrangements” means the service level arrangements (“SLA”) set out in the Schedules hereto and in particular SCHEDULE 5;

“Service Period” means the billing period for the Services which is agreed between the parties to be monthly, quarterly or annually as confirmed for each Service listed in SCHEDULE 3;

“Services” means the services listed in SCHEDULE 3, including the Development Services, Help Desk Support Services and/or Maintenance Support as applicable, given the context in which the term Services is used herein;

“Site” means a recreation facility or related facility or administration centre, such as recreation centre, arena, rink, park, lido, gymnasium, stadium, hall, set of pitches, building as used in the context of counting licensable Sites for the Supplier’s web software;

“Software” means the proprietary software licenced by the Supplier to the Customer hereunder, in machine-readable object code form only as described in SCHEDULE 1, including any error corrections, updates, upgrades, modifications and enhancements provided to the Customer under this Agreement, and includes the Documentation relating to and supplied with the Software;

“Supplier's Project Manager” means the member of the Supplier Account Team who has authority to contractually bind the Supplier under terms of this Agreement. The Supplier's Project Manager at the Effective Date is named in SCHEDULE 4;

“Users” means any individual at any time (calculated over all servers) authorized and/or permitted and/or enabled to have access to or make use of any of the Software whether or not used by such individual;

“Workstation” means any electronic equipment a user may use to access Legend software.

2. **Grant of Licence**

2.1. In consideration of payment by the Customer of the Licence Fee

- (a) Subject to clause 2.2, the Supplier hereby grants to the Customer a non-assignable, non-transferable, non-exclusive Licence to use the Software and the Documentation solely for its own internal business purposes in accordance with this Agreement.
- (b) The Supplier shall provide at no additional cost authorization to the Customer to use new releases of the Software, which are not designated by the Supplier as new products, (for which it charges a separate fee), together with the relevant documentation. The Supplier may, following advance notification to the Customer, modify the Software and deliver updates to the Customer which may add new and/or eliminate existing features and/or functions to the Software.

2.2. The Licence set out in section 2.1 entitles the Customer to make such copies of the Software, or part thereof, for instance the Documentation, as necessary for the Customer’s internal business use only, including without limitation for documentation, archive, backup and disaster recovery purposes). In making copies the Customer will ensure that

all copyright and proprietary notices contained on the original version of the Software also appear on all copies made and the Customer will notify the Supplier of all copies made. The Customer will keep a written record of the location of copies made and will allow Supplier from time to time to verify the same.

- 2.3. Save as permitted under sections 2.1 and 2.2 or as otherwise may be permitted by law, the Customer shall have no right and shall not adapt, copy, modify, distribute, recast, translate, shorten, expand, reverse engineer, decompile, decrypt, or disassemble or attempt to derive the source code or create derivative works of the Software or any part thereof.
- 2.4. The Licence granted under section 2.1 permits the Customer to allow only its employees, authorized third party contractors, partners, and its clients to use the Software. The Licence to use the Software shall be strictly limited to the number of Users as set out in SCHEDULE 3 of this Agreement. Should the Customer require additional Users, the Customer may add additional Users by paying for them in accordance with Supplier's standard rates as identified in SCHEDULE 3. Supplier will in turn ensure that the capacity of its solution is reasonably specified to support the number of Users for the Services as set out in SCHEDULE 2 of this Agreement.
- 2.5. All Intellectual Property Rights in the Software shall (as between Supplier and the Customer) remain at all times with the Supplier and its licensors, and any Intellectual Property Rights in any modification or alteration of the Software whether at the Customer's request and/or expense or not, shall vest in the Supplier and its licensors absolutely. The Supplier and its licensors own all Intellectual Property Rights in the Software.

3. **Services**

- 3.1. In consideration of payment by the Customer of the Services Fee, Supplier will provide the Services. Such Services will continue for the duration of the Agreement or, in the case of a specific service, such as Development Services, for the duration of that specific service case as specifically described in SCHEDULE 3.

4. **Price and Payment**

- 4.1. Fees for the Software Licence and associated monthly Services, as fully described in SCHEDULE 3, shall be invoiced to the Customer on or following the Delivery Date, and for each Service Period in advance thereafter. Payment is due monthly in advance for each Service Period, by the 5th day of the relevant month, preferably by direct debit.
- 4.2. Fees for all other Services and Deliverables shall be invoiced to the Customer on or after the Delivery Date. Payment shall be made within 30 days of the invoice date.
- 4.3. The Supplier will freeze the licence fee cost for a period of one (1) years. Following which, the supplier may increase the fees on the 1st day of January in each year that this agreement is in effect by a percentage amount equal to the CPIX.
- 4.4. The Licence Fees and all other Fees and sums which are due to be paid to the Supplier by the Customer pursuant to this Agreement do not include and are quoted apart from any charge for carriage, handling, insurance, delivery, installation and any value-added tax or any other sales tax which Supplier is required or entitled to recover from the Customer. The Customer will be invoiced at cost for reasonable local travel costs incurred in the

process of delivering on site work except where specifically stated otherwise in SCHEDULE 3.

- 4.5. If any sum due to the Supplier from the Customer remains unpaid after the due date for payment, interest at a rate of 5% above the Bank of Canada base lending rate will be chargeable on such sum and payable by the Customer. Such interest will be calculated from the due date to the date of payment in full and will accrue daily pro-rata.
- 4.6. In addition to any other rights or remedies the Supplier may have under this Agreement and at law, Supplier reserves the right, with prior written notice, to discontinue or suspend performance of its obligations under this Agreement if the Customer fails to pay any amounts due to the Supplier within 30 days after such amounts become due and payable. Any such suspension of Supplier's obligations under this Agreement shall in no way render it liable to the Customer for any losses thereby incurred.

5. **Delivery**

- 5.1. Whilst Supplier will use its reasonable commercial endeavours to meet any specified date for delivery or installation of the Software or the supply of any Service, and subject always to the Customer's right to terminate this Agreement under the provisions of section 9.3(c) any such date is deemed to be given and intended as an estimate only which shall not be deemed to be of the essence of this Agreement or any agreement made pursuant to this Agreement. The Supplier reserves the right to deliver or install the Software or supply any Services relating thereto by instalments in which case the Supplier will notify the Customer of same.
- 5.2. Once properly licenced, the Licensor shall provide the user the means to access the Software in machine readable form.
- 5.3. Unless otherwise agreed to or where carriage is undertaken by the Supplier, the Supplier shall arrange carriage on behalf of the Customer. Carriage shall be at the Customer's cost. The Supplier shall not be liable for damage in transit, or for loss or damage to goods beyond the point to which the Customer has contracted for the delivery.
- 5.4. Risk in any media in which the Software is stored shall pass upon delivery. Title to any such media shall pass only upon payment of all Fees and any other payments required from the Customer under this Agreement.

6. **Warranty**

- 6.1. The Supplier warrants that the Software will provide the facilities and functions set out in SCHEDULE 1 when properly used and that the Documentation will provide adequate instructions to enable the Customer to make proper use of such facilities and functions, and that the Services will be carried out with all reasonable care and skill.
- 6.2. The Customer acknowledges that the Supplier does not warrant or represent that:
 - (a) The operation of the Software will be uninterrupted or error free, and the Customer agrees that the existence of an error shall not constitute a breach of this Agreement;
 - (b) The Software is compatible with other computer programs (other than those previously approved by Supplier).
- 6.3. The Customer will give notice to the Supplier as soon as it is reasonably able upon becoming aware of a breach of warranty. The Supplier's sole liability and obligations in

relation to any breach of warranty under section 6.1 shall be to use all reasonable endeavours to remedy any material error in the Software, or re-perform the Services as soon as is reasonably practicable.

- 6.4. The warranties in clauses 6.1, 6.6, 6.7, 6.8 and 8.1 are the only warranties given under this Agreement. Any other warranties, conditions, obligations or implied terms which are implied into this Agreement by statute, custom or at law (including, without limit, any conditions of fitness for purpose or relating to satisfactory quality) are excluded to the fullest extent permitted by law.
- 6.5. The warranties set out in section 6 shall not apply to errors or failures which arise in whole or in part from:
- (a) accident, neglect or misuse of the Software caused by the Customer and/or any third party; or
 - (b) the effect of lightning or any electrical fault upon the Software; or
 - (c) failure of electrical power, communications systems or electrical circuitry outside the Customer's network and/or system; or
 - (d) use in connection with products not provided by Supplier (or otherwise approved by Supplier); or
 - (e) Unusual stress or storage, transportation, handling, repairing and/or housekeeping by the Customer in a manner which does not reflect normal IT practice or indicated in the Documentation, or as otherwise indicated by Supplier.
- 6.6. Legend warrants that it will at all times at its own cost ensure its systems and processes are compliant with the Payment Card Industry Data Security Standard (PCI DSS).
- 6.7. Legend warrants that it will at all times at its own cost ensure its systems, processes and people are compliant with the Personal Information Protection and Electronic Documents Act ("PIPEDA") and Freedom of Information and Protection of Privacy Act ("FIPPA") (SCHEDULE 9).
- 6.8. Legend warrants that it will at all times at its own cost ensure its systems and processes are compliant with the ISO/IEC 27001 Information Security Management System.

7. The Customer's Obligations

- 7.1. During the term of this Agreement the Customer shall:
- (a) keep all proper accounts and records as to the number of Users. Upon request by Supplier the Customer shall provide within 45 days of such request an accurate and true account of the total number of Users at any particular time during the term of this Agreement, together with such other information as may be reasonably required by the Supplier in relation thereto including but not limited to confirmation that Users are still employed by Customer;
 - (b) not lease, lend or directly or indirectly transfer, charge or allow use of the Software and/or any Licence relating thereto to any third party without written consent from the Supplier on a case by case basis;
 - (c) do all such acts so as to protect the Intellectual Property Rights of Supplier and its licensors, in the Software;

- (d) ensure it does not utilise the Software in any way to transmit, receive or store any material of an illegal nature;
- (e) be responsible at all times for compliance with the *Freedom of Information and Protection of Privacy Act* (FIPPA) for information under the Customer's control;
- (f) not attempt to adjust repair or maintain the Software, and not request, permit or authorise anyone other than Supplier to carry out any adjustments, repairs or maintenance of the Software except with the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed;
- (g) co-operate fully with Supplier's personnel in the diagnosis and rectification of any error in the Software;
- (h) promptly notify the Supplier if the Software or any part thereof needs maintenance or is not operating correctly; and
- (i) provide such telecommunication facilities as are reasonably required by Supplier to fulfil its obligations hereunder.

8. Intellectual Property Rights Indemnity

- 8.1 The Supplier warrants to the Customer that the Supplier is entitled to grant the Licence and that neither use nor possession of the Software will subject the Customer to any valid Intellectual Property Rights infringement claim by a third party.
- 8.2 The Supplier will indemnify the Customer against any and all damages or legal costs awarded against the Customer as a result of any third party claim incurred as a result of a breach of clause 8.1 provided that as a condition precedent:
- (a) the Customer promptly notifies Supplier following receipt of any claim and provides the Supplier with all related information reasonably available to the Customer, and any assistance in the claim as Supplier reasonably requires from time to time;
 - (b) the Customer gives the Supplier full and exclusive authority in the defence and settlement of the claim; and
 - (c) the Customer makes no admission or in any other way prejudices Supplier's defence of the claim and provides the Supplier with sole control of the defence of the claim and any and all related settlement negotiations.
- 8.3 The Supplier shall have no liability for any claim of infringement based on or to the extent arising from:
- (a) use by the Customer of an outdated or unaltered release of any Software if such infringement would have been avoided by use of updated and amended Software which had been offered to the Customer (at no specific additional cost to the Customer); or
 - (b) combination or use of the Software with hardware or software not approved in writing by Supplier; or
 - (c) use of any Software that has been modified or altered other than by the Supplier or without the Supplier's prior written permission; or

(d) Use of any Software that has been modified or altered at the Customer's request but against the advice of the Supplier.

8.4 The Customer shall indemnify the Supplier against any and all damages or legal costs awarded against the Supplier as a result of any third party claim incurred as a result of modification or alteration or any work done to the Software at the Customer's request, against the advice of the Supplier whether or not Supplier was aware that such modification, alteration or Customer requested work may infringe any third party's rights.

9. **Duration and Termination and Post Termination Provisions**

9.1. This Agreement shall be deemed to have commenced on the Effective Date and unless terminated in accordance with this Agreement shall continue for the Initial Term. Thereafter, it shall automatically be renewed from year to year (each a "Renewal Term") unless terminated by either party on not less than 90-days written notice to the other prior to the end of the Initial Term or Renewal Term, as applicable.

9.2. Notwithstanding Clause 9.1, the term and termination of certain specific Optional Services may be listed individually in SCHEDULE 3, and shall stand separately from the overall agreement to provide Software Licence and Support Services; for example, including but not limited to Software Development Retainer Service.

9.3. This Agreement may be terminated immediately:

- (a) by the Supplier if the Customer fails to pay any sum due under this Agreement within thirty days of the applicable due date;
- (b) by either party if the other commits a material breach of any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied within thirty days of a written request to remedy the said breach (and for these purposes it is agreed that lateness is a remediable breach);
- (c) by the Customer should the Supplier materially fail in delivering by the date specified for delivery the agreed Software, Hosting Services or other Services specified in this Agreement. In this event, the Customer has the right to terminate the agreement without additional cost, and any Licence Fees already paid to the Supplier for advance periods shall be refunded to the Customer within fourteen days of the date of termination.
- (d) by either party if the other enters into liquidation or a receiver is appointed for all or any part of its assets, or if the other party becomes bankrupt or insolvent or enters into any arrangement with its creditors, or if the other party takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

9.4. Termination of this Agreement pursuant to clause 9 herein is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law. It does not affect any accrued rights or liabilities of neither party nor any provision which is expressly or by implication intended to come into force on, or continue in force after, termination.

9.5. Following termination of this Agreement pursuant to clause 9 or otherwise the Customer shall immediately:

- (a) stop using the Software or any version, modification, update or copy of the Software;
 - (b) deliver to the Supplier all Documentation including any copies of such Documentation; and
 - (c) remove any copies of the Software from all files, databases and from all the Customer's hard drives, flash drives, media, software and servers and PC's.
- 9.6. Following termination of this Agreement for any reason the Supplier shall, at the Customer's written request, return all Customer Data held by the Supplier to the Customer within 30 days of termination in an industry standard format and on an industry standard media, or as otherwise mutually agreed.
- 9.7. Costs incurred by the Supplier in complying with clause 9.6 above, may be charged to the Customer using the agreed rates defined in SCHEDULE S3.7 (a) Ad Hoc Development, plus any media costs or reasonable expenses (for instance secure shipping).
- 9.8. Supplier and Customer intend at all times to act honourably and, in the event of termination of this Agreement, to be good leavers. Accordingly, in the event of termination being served:
- (a) the Supplier will ensure uninterrupted service to Customer provided that the Customer's account is paid up to date and the Customer has complied materially with all terms of this agreement;
 - (b) the Customer will be able to extract the data from the system using the system's management reporting tools;
 - (c) if the Customer requires further assistance from the Supplier, including but not limited to providing data extraction in specified formats, then the Supplier will ensure availability of resources to ensure punctual delivery of the required work, provided that the Customer gives reasonable notice in advance and a clear specification of the required work, such as a spreadsheet template with accompanying definitions for each field;
 - (d) any required work will be provided at the standard daily rate for software development plus related legitimate expenses (such as secure courier service and storage media expenses) to be recovered at cost upon provision of receipts by the Supplier;
 - (e) the Customer will specify the work, and the Supplier will provide a formal quote and delivery date, and the order will be initiated by a properly authorized purchase order from the Customer to the Supplier;
 - (f) for additional clarification, unless different time frames are mutually agreed upon, the Supplier agrees that, following receipt of the order, Supplier will begin the work with no more than two weeks' notice and agrees to deliver the work promptly upon the mutually agreed time frame.

10. **Liability**

10.1. Subject at all times to clause 10.2 and clause 10.3 below:

- (a) Supplier's total liability under or in connection with this Agreement will not in aggregate exceed the lower of:
 - (i) the aggregate sum of the Fees accrued and payable in the previous 12-month period, or
 - (ii) 100% of Supplier's Commercial General Liability (CGL) insurance which shall not fall below Supplier's professional indemnity insurance cover of **\$2,000,000 (Two million Canadian Dollars)**; and
 - (b) the Customer acknowledges that the Supplier's pricing policy is determined by a number of factors, including the extent of its liability and the cost of carrying insurance coverage for that liability. If the Customer requires the Supplier to accept greater liability in respect of this Agreement then the Supplier will be prepared to do so, subject to Supplier's insurers' approval, in return for a proportionate increase in Licence Fees to reflect the potential impact on premiums in applicable policy periods.
- 10.2. Subject at all times to clause 10.3 and whether or not the Supplier has been advised of the possibility of such loss, Supplier shall not be liable in contract, tort or otherwise howsoever arising for any claim, damage, loss or costs in respect of:
- (a) any losses special to the Customer;
 - (b) any direct loss of profits;
 - (c) any direct loss of turnover;
 - (d) any direct loss of sales;
 - (e) any direct loss of revenue;
 - (f) any indirect or consequential loss or damage howsoever caused.
- 10.3. Notwithstanding anything to the contrary in this Agreement the Supplier's liability to the Customer:
- (a) for death or personal injury caused by the negligence of the Supplier, its employees, agents or sub-contractors; or
 - (b) for fraud (including without limit, fraudulent misrepresentation)
- shall not be limited (but nothing in this clause confers any right or remedy upon the Customer to which it would not otherwise be entitled).
- 10.4. The provisions of clause 10 herein will survive termination of this Agreement.

11. **Confidentiality/Non Solicitation**

- 11.1. The Supplier and the Customer mutually covenant and agree,
- (a) to keep confidential all information concerning the business and affairs of the other (Except for any prices of Software or Services charged under this Agreement by the Supplier which the customer may be obligated to publish) which that it has obtained or received as a result of discussions leading up to or the entering into this Agreement, or which it obtains or receives in performance of this Agreement (the "Information");

- (b) not to disclose the Information in whole or in part to any other person without the other party's written consent, apart from Information those of its employees, agents and sub-contractors involved in the implementation and/or support of the Software need to know and who are subject to confidentiality obligations no less stringent than those set out herein; and
 - (c) to use the Information solely in connection with the implementation, use and/or support of the Software and not for its own benefit or the benefit of any third party.
- 11.2. The provisions of clause 11.1 do not apply to the whole or any part of the Information which is:
- (d) already known to or otherwise in the possession of the receiving party at the time of receipt hereunder, and is substantiated by reasonable documentation;
 - (e) is or becomes publicly available or otherwise in the public domain rightfully without breach of this Agreement by the receiving party;
 - (f) is disclosed to the receiving party, without restriction, from any third party having legal right to make such disclosure, and without breach of this Agreement by the receiving party;
 - (g) is independently developed hereafter by employees of the receiving party who have not had access to the disclosing party's information delivered pursuant to this Agreement, and is substantiated by reasonable documentation;
 - (h) is released by the disclosing party to any third party without restrictions; or
 - (i) is disclosed without restriction by the receiving party, to the extent required, pursuant to FIPPA regulation or a judicial order of a court of competent jurisdiction.
- 11.3. The Supplier and the Customer further mutually covenant and agree to make all relevant employees, agents and sub-contractors aware of the confidentiality of the Information and the provisions of this clause 11, and to take all reasonable steps from time to time to ensure compliance by their employees, agents and sub-contractors with the provisions of section 11.
- 11.4. The Customer covenants and agrees that during the currency of this Agreement and for the period of six months following its termination or expiry, that it will not directly or indirectly, by means of an agent or otherwise (and whether for themselves or for the benefit of any other person), solicit or endeavour to solicit any officer or employee of the Supplier who has within the immediately preceding 6 months, been involved in carrying out the provisions of this Agreement (or any part of it) to leave his or her employment. However, this clause shall not prevent the Customer from interviewing and employing an officer or employee of the Supplier who has responded to a general advertisement or made an approach to the Customer which, in each case, the Customer can show was made without any direction to do so by or on behalf of the Customer.
- 11.5. If the Customer breaches the terms of clause 11.4 it shall by way of liquidated damages pay to Supplier a sum equal to six months' gross salary of the officer or employee concerned at the date of his or her departure from the Supplier,
- 11.6. Section 11 shall survive termination of this Agreement for a period of twelve months.

12. **Force Majeure**

- 12.1. With the exception of payment of any Licence Fees, Services Fees and/or any other sums due under this Agreement, neither party will be liable for any breach of its obligations resulting from an Event of Force Majeure. The party affected by an Event of Force Majeure agrees to give written notice to the other upon becoming aware of an Event of Force Majeure, that notice containing details of circumstances giving rise to the Event of Force Majeure, and shall use its reasonable efforts to mitigate the effect of the Event of Force Majeure on performance of its obligations under this Agreement.

13. **Dispute Resolution**

- 13.1. If any dispute or difference as to construction or performance of this Agreement shall arise between the parties (which is not resolved to the satisfaction of both parties under any problem escalation process agreed to pursuant to this Agreement from time to time in writing or which is considered by either party as inappropriate for that process), a representative of each party for the time being shall, within ten days of a written request, meet in a good faith effort to resolve the dispute through negotiation.
- 13.2. Both parties agree that if a dispute is unresolved 30 days after negotiation begins, then they must try to resolve the dispute by negotiation (a) mediated by a neutral person whom the British Columbia International Commercial Arbitration Centre ("B.C.I.C.A.C.") appoints, and (b) administered under B.C.I.C.A.C.'s Mediation Rules.
- 13.3. Both parties agree that if a dispute is unresolved 30 days after B.C.I.C.A.C. appoints a mediator, then they must submit the dispute to arbitration administered by B.C.I.C.A.C. The place of arbitration must be the Cowichan Valley, British Columbia.

14. **Change Control**

- 14.1. The Customer's Project Manager and the Supplier's Project Manager shall meet at least once every two months to discuss matters relating to this Agreement. If either party wishes to change the scope of Services, it shall submit details of any requested changes to the other in writing.
- 14.2. If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to Fees arising from the change;
 - (c) any other impact of the change on the terms of this Agreement.
- 14.3. If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to such change.
- 14.4. If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing to necessary variations to Fees and any other relevant terms of this Agreement to take account of the change.

15. **General**

- 15.1. A failure or delay by either party to exercise or enforce any of its rights, or to enforce any obligation which the other party has breached under this Agreement is not a

waiver of that right, nor will it bar enforcement of that obligation (or any similar or other obligation) at that time or at any subsequent time.

- 15.2. Any notice or other document to be delivered under this Agreement must be in writing, and a notice or other document will be effectively delivered in the following ways (and shall be deemed to have been delivered at the times stated):
 - (a) by pre-paid recorded delivery post – on the second day after posting;
 - (b) by personal delivery – upon actual delivery or upon refusal to accept delivery;
 - (c) by electronic mail – upon delivery of receipted email;
- 15.3. Any notice or other document to be delivered under this Agreement shall be addressed to the recipient's address stated in this Agreement, or to any other address of which the recipient has notified the other party (or alternatively in the case of a company, to the registered office of that company).
- 15.4. If any provision of this Agreement, or of any document made in connection with this Agreement, is determined by any court, tribunal or administrative body of a competent jurisdiction to be wholly or partly unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement or of the said document, the unenforceable provision being deemed severed and deleted and the remainder continuing in full force and effect.
- 15.5. This Agreement forms the entire Agreement between the parties in respect of its subject matter and supersedes all previous contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between Supplier and the Customer, in each case, whether made orally, in writing, or arising from custom.
- 15.6. This Agreement may not be modified or amended unless such amendment is completed in writing and signed by duly authorized representatives of both parties.
- 15.7. The Customer may not assign, transfer, mortgage, charge or otherwise dispose of or encumber this Agreement, or any of its rights or obligations thereunder, without the prior written consent of the Supplier, which shall not be unreasonably withheld.
- 15.8. The Supplier may sub-contract any or all of its obligations under this Agreement, subject to accepting the sub-contractor's acts as its own. All subcontractors must first be approved in writing by the Customer whose approval will not be unreasonably withheld. In each case, the Supplier will provide the Customer with a description and profile of proposed sub-contractors prior to engagement so the Customer can provide its approval or disapproval. Further, the Supplier may assign its rights under this Agreement without consent upon giving written notice to the Customer, provided that in the event of such assignment the Customer shall be entitled to terminate this Agreement upon giving not less than one month's written notice to the Supplier at any time within twelve months from the date of the Supplier's notice of assignment to the Customer.
- 15.9. This Agreement is binding upon and enures to the benefit of both parties and their respective successors and assigns.
- 15.10. This Agreement is governed by and is to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein and the parties agree to submit to the non-exclusive jurisdiction of the courts in Ontario.

15.11. All of the Schedules attached hereto form part of this Agreement.

Schedule 1 – Software Product

Schedule 2 – Services

Schedule 3 – The Fees

Schedule 4 – Personnel

Schedule 5 – IT Helpdesk SLA

Schedule 6 – Software Maintenance Support SLA

Schedule 7 – Hosting Services Level

Schedule 8 – GAP List

Schedule 9 – Privacy Protection Schedule

15.12. Interpretation

In the event of any conflict or inconsistency between any of the parts of this Agreement (unless expressly stated otherwise) the terms of the part first appearing below shall prevail to the extent of the inconsistency:

- (a) the terms and conditions of the main body of this Agreement;
- (b) the Invoices or other written notification the Supplier sends to the Customer;
- (c) any other documents expressly incorporated in this Agreement by either Party.

16. **Execution**

As evidence of their agreement to be bound by the terms and conditions set out herein, the Customer and the Supplier have executed this Agreement as of the date first written above.

Legend Recreation Software Inc.

Authorized Signatory

Name:

Title:

Township of North Huron

Authorized Signatory

Name:

Title:

SCHEDULE 1 – Software Product

The Software is the Legend Recreation Management Software suite comprised of (1) Legend core, (2) Legend Online web and smartphone, (3) Legend integration solutions, (4) Legend Vision Server KPI Management Solution, (5) Legend Online Ticketing Solution, (6) Legend Invoicing and Online Debtor Management Solution, (7) LegendFM Facilities Maintenance and Asset Management Solution, (8) Legend LEMS Events Management System, and (9) PowerHouse Energy Management Monitoring & Targeting Software.

S1.1 LEGEND CORE

The Supplier's Core Software, Legend Front of House and Legend Back Office, is a set of applications for use by Authorized Users to manage visitors, registrations, E-POS sales, memberships, bookings, courses, customer retention, programmes, sales, stock control and to control income. The core Software consists of the following categories of components:

- | | |
|-----------------------------|------------------------------|
| a. Access Control | j. Customer Retention CRM |
| b. Registrations and Camps | k. Membership Administration |
| c. Bookings | l. Messaging |
| d. Control Panel | m. Programmes |
| e. Credit Card Processing | n. Photo Capture |
| f. Electronic Point of Sale | o. Sales Prospecting |
| g. Fee Collection | p. Sports Courses |
| h. Invoicing | q. Stock Control |
| i. Management Reporting | r. Quick Enrol |
| | s. Wizards |

S1.2 LEGEND ONLINE

The Supplier's secure web Software, Legend Online, comprises the following categories of self-service functionality delivered through secure web portal and secure Smartphone web Apps;

- | | |
|---|-----------------------------|
| a. Join Online Paperless Membership Enrolment | g. Self-Administration |
| b. Messaging | h. Social Media Integration |
| c. Mobile bookings App | i. Timetables |
| d. Online PAR-Q | j. Web Bookings |
| e. Personal Landing Page | k. Web Portal for Parents |
| f. Self Service Kiosk | l. Web Registration |

And the Supplier's full service marketing websites solution, Legend CMS, comprising a full multisite customer facing marketing website solution underpinned by Legend's Content Management system;

- | | |
|---|--|
| a. Content approval (authorisation) system | e. Kiosk configuration and copy |
| b. Email template configuration | f. Membership profile administration |
| c. Feedback forms, contact forms | g. Online Registration |
| d. Images, copy, widgets production and reuse | h. Time based content |
| | i. Warning notices and Website content configuration |

S1.3 INTEGRATION SOLUTIONS

The Supplier's Software includes support for integration solutions such as:

- a. Supplier's full API library
- b. 3rd party software solutions
- c. Access control systems
- d. Address validation
- e. Finance Package (financial) integrations
- f. Internet Card Payment
- g. Pin Pad Payment
- h. Websites

S1.4 LEGEND VISION SERVER KPI SOLUTION

The Supplier's Legend Vision Server KPI Management Software, a powerful analysis solution used for daily KPI management, business intelligence reporting and targeting and alerting functions. The system is designed to work with multiple data sources to provide broad ranging, live KPI management for the organisation in real time and period-on-period comparison versus budgets or targets, which can be entered into the system. Real time alerts and digital dashboard presentations alert management to exceptions or performance versus target. Examples include bookings performance, compliance tracking, data quality, fraud alerting, income analysis, manager check-listing, marketing analysis, productivity analysis, retention analysis, sales analysis.

S1.5 TICKETING SOLUTION

The Supplier's Online Ticketing Solution for selling tickets online.

S1.6 INVOICING AND DEBTOR MANAGEMENT SOLUTION

The Supplier's Invoicing and Debtor Management Solution for custom invoice generation, branded invoicing with secure payment service link for online card payment, creditor configuration including configurable payment terms, statements production with secure payment service link for online card payment, debtors tracking and aging with task management for the administration team.

S1.7 LEGENDFM FACILITIES MAINTENANCE SOLUTION

The Supplier's browser based and tablet based Asset Management, Facilities Maintenance, Reactive Maintenance and Duty Manager Checklist system.

S1.8 LEGEND LEMS EVENTS MANAGEMENT SOLUTION

The Supplier's LEMS Events Management Solution for booking, selling and managing events including F&B and room bookings accommodation.

S1.9 POWERHOUSE ENERGY MANAGEMENT MONITORING & TARGETING SOLUTION

The Supplier's energy management and carbon footprint reduction software, PowerHouse, which provides an integrated system incorporating smart meter utility readings with patronage data from the Legend core solution, and automatic capture of external factors such as temperature and humidity to evaluate facility efficiency and to measure the savings and return on investment of improvements, and alert management to problem areas such as equipment faults causing high consumption and to detect issues such as pool leaks.

SCHEDULE 2 - Services

The Services on offer include (1) the Software managed service, the all-inclusive managed service provision of the Software on Supplier's own serving infrastructure, (2) the all-inclusive managed service provision of certain Customer systems: firmware, desktop software and file serving, on Supplier's own serving infrastructure, (3) support services for each of the Software and the managed services, (4) Maintenance Support, (5) Implementation services, (6) Disaster Recovery, (7) Software development services.

S2.1 SOFTWARE MANAGED SERVICE

The Service shall consist of:

- i. Provision of the Software on Supplier's hosted servers and facilities
- ii. Provision of all server hardware and hosting facilities including but not limited to server racks, domain controllers, database servers, application servers, web servers, file servers, email servers, Storage Area Networks ("SANs"), communication and security equipment, fully redundant Tier 3 hosting facilities such as Uninterruptable Power Supply ("UPS"), fire suppression, air conditioning, primarily hosted in Rogers Data Centres, Kanata Ottawa and Markham Toronto
- iii. Provision of server connectivity to the Internet
- iv. Provision and ongoing maintenance support and patching of server operating system software
- v. Ongoing maintenance and support of hosting systems and Anti-Virus
- vi. Implementation, management, support and monitoring of server facilities, including, but not limited to, Servers, Firewall, Operating Systems, Anti-virus software, Network Connectivity
- vii. Backup of data and databases and in event of Disaster (refer S2.6 below), restore of data
- viii. Extended Hours IT Helpdesk.

S2.2 CUSTOMER SYSTEMS MANAGED SERVICE (OPTIONAL)

The option of Customer Systems Managed Service is for solutions over and above the provision of the Supplier's Software. The Service, if taken up, shall consist of:

- ix. Provision of certain Customer infrastructure software (such as MS Exchange Server), desktop, email and file serving on Supplier's hosted servers and facilities

The following items are provided in relation to item (ix) above:

- x. Provision of all server hardware and hosting facilities
- xi. Provision of server connectivity to the Internet
- xii. Provision of server operating system software, Anti-Virus and the option of Spam Filtering (applicable if email service ordered)
- xiii. Implementation, management, support and monitoring of server facilities, including, but not limited to, Servers, Firewall, Operating Systems, Anti-virus software, Spam filtering, Network Connectivity
- xiv. Backup of data and databases and in event of Disaster (refer S2.6 below), restore of data

- xv. Extended Hours IT Helpdesk supporting all users
- xvi. The option of MS SharePoint Services hosting by Customer (unlimited users) with SSL 128-bit encryption, Anti-Virus, extended hours support all included.

S2.3 SUPPORT

The Supplier will provide extended hours manned IT help desk support (first line), second line and third line support. See SCHEDULE 5: IT HELP DESK SLA

S2.4 SOFTWARE MAINTENANCE SUPPORT

The Supplier will provide any error corrections, updates and upgrades with respect to the Software, all as described in SCHEDULE 6: SOFTWARE MAINTENANCE SUPPORT SLA

S2.5 IMPLEMENTATION SERVICES

The Supplier shall provide the rollout installation services for the Customer in a joint team to be mutually agreed. The Services (non-exhaustive list) include;

- S2.5.1 Business Process Analysis
- S2.5.2 Consultancy
- S2.5.3 Database Migration
- S2.5.4 End User Training
- S2.5.5 Enhanced Support over implementation period
- S2.5.6 Project Management
- S2.5.7 Software Development

S2.6 DATA BACKUP AND DISASTER RECOVERY SERVICE (OPTIONS)

Overview

The Disaster Recovery (DR) service is an additional provision above the Supplier's high availability primary hosting systems. The Supplier's high availability primary hosting facilities are provisioned and configured with enterprise level redundancy and high availability features. As an additional precaution, the Supplier has invested in substantial Data Backup and DR systems capacity, incorporating two Tier III Certified Canadian data centres, one primary and one secondary, to ensure continuity in event of an outright Disaster at the primary data centre.

The standard Data Backup and DR service is included at no additional charge to all customers in the standard Licence Fee. Higher service levels are available at additional cost, as described below.

The Supplier's Data Backup and Disaster Recovery service incorporates SAN storage systems securely connected between primary and secondary data centre sites in a live: standby configuration. The secondary (standby) site, where the backed up data is securely stored, has secondary Legend hosting facilities with SAN, servers and networks, on standby, ready to be deployed in emergency.

Supplier data centres are modern, purpose built major facilities, specified to the highest TIER III (or above) standards.

Disaster

The Supplier will provide certain services and facilities to ensure certain standards and procedures are met in event of Disaster as follows.

S2.6.1 Disaster: A serious event at the primary data centre affecting the Supplier's ability to provide the Software (and managed services) to the Customer, such as;

S2.6.1.1 any event resulting in the sustained inoperability of Supplier's primary hosting facilities (such as natural disaster, flooding, fire, accident, theft or destruction of infrastructure)

S2.6.1.2 any event resulting in the sustained inability of the Supplier's organisation to provide the Services (such as natural disaster, fire, accident, destruction of infrastructure, untenable loss of power)

S2.6.2 Customer Obligations in event of Disaster: Where applicable, Customer will immediately notify Supplier of suspected Disaster. Customer will immediately notify Supplier of any changes to procedures or steps being taken to manage the Disaster. Customer will take steps to work offline until Supplier has implemented DR.

S2.6.3 Supplier Obligations in event of Disaster: Where applicable, Supplier will immediately notify Customer of suspected Disaster. Supplier will issue Customer with instructions and plans confirming DR procedures being implemented by Supplier.

S2.6.4 DR Service Options

STANDARD DR OPTION (NO ADDITIONAL COST)

- i. Supplier will ensure backup of Customer database to SAN storage on a daily basis,
- ii. Supplier will ensure offsite backup of Customer database to secondary SAN storage at Supplier secondary hosting location (the DR site) on a daily basis,
- iii. In event of Disaster, Supplier will use reasonable commercial efforts to ensure that;
 - a. the latest available copy of the Customer database is restored to the secondary system
 - b. Customer can access Supplier secondary system which shall have capacity for at least two users in order for Customer to run key business, financial processes and reports
 - c. Supplier will at its own expense immediately begin the rebuild and, if necessary, procurement of systems, in order to restore to full capacity Software and managed services for Customer. Supplier will make available to Customer the restored capacity as it becomes available so that Customer can restore operations progressively without waiting for full capacity to be reached.

The maximum data loss (database Recovery Point Objective ("RPO")) on the standard DR option is 24-hours (**24-hours RPO**). The secondary system will be accessible by two of Customer's users within 48-hours of Disaster (Recovery Time Objective ("RTO")) (**48-hours RTO**) and restored to full capacity within **10-days** of Disaster.

NON-STANDARD DR OPTIONS (ADDITIONAL COST)

Supplier will maintain additional DR systems capacity and increased frequency of Data Backup. These options are in addition to the SLA offered in the standard option and as such incur an additional cost (refer SECTION S3.6):

OPTION A2: Supplier will maintain the DR facility with capacity for all Customer’s users and real time replication of data. The frequency of offsite data backups will be real time through replication. The maximum data loss on Option A2 is 30-minutes **(30-minutes RPO)**. The secondary system will be accessible by all users within 24-hours of disaster **(24-hours RTO)**.

SUMMARY TABLE

FEATURE	STANDARD	OPTION A2
Backup database	yes	yes
DR site backup of database	yes	yes
Frequency of offsite backup	daily	real time
Maximum data loss (RPO)	24-hours	30-mins
RTO (limited capacity)	48-hours	n/a
RTO (full capacity)	10-days	24-hours

NOTES

Optional levels of DR SLA are available on application at additional cost.

All durations based on Supplier hosting facilities and Software being available and do not include changes to any settings at Customer local sites/facilities which are the Customer’s responsibility.

All days or hours referred to are based on Business Days.

Optional Services

The Supplier offers certain added value services which can be contracted to as optional services, each of which is subject to its own notice period and can be added or removed from the scope of services to be provided by Supplier based on the notice period listed against each service.

S2.7 SOFTWARE DEVELOPMENT SERVICES RETAINER (OPTIONAL)

The Supplier offers two options for software development resourcing: ad hoc development and retainer. Ad hoc development is subject to availability of resources whereas a retainer allows the Supplier to assign resources in advance. The Supplier offers preferential commercial terms for software development services provided on a monthly retainer basis. The provision of software development services in a retained structure ensures that capacity is reserved for Customer in order to drive Customer projects without standard lead times for resourcing.

Ad hoc development prices are dictated by the number of days ordered at a time. The retainer price structure is based on an estimated number of days required in a period, with a fair mechanism for managing excess days used or under used on a rolling basis.

S2.7 (a) SOFTWARE DEVELOPMENT RETAINER OPTION

The Supplier contracts with Customer to deliver a predetermined fixed average number of development days per month for a minimum period of 12-months. The process governing any uneven draw of days ensures fairness to both parties.

(i) The process for carrying over unused man-days where the balance carried over is less than the contracted number of days average cumulatively:

These will be banked to be credited against future requirements. Any credit in this regard must be utilised within one year.

(ii) The process for carrying over overused man-days where the balance carried over exceeds the contracted number of days average cumulatively:

A. Where this figure is equal to less than the contracted number of days on average it will be carried over to be debited against the potential shortfall in a future month, up to a cumulative total of one month worth of development retainer, above which Customer will either make arrangements to increase the number of days retained for development or pay the excess days. In this event, the excess days will be paid at the same rate as this Development Services Retainer listed in SCHEDULE 3.

B. Where this cumulative total exceeds one full month worth of development retainer, and Customer does not increase retained days, the Customer will automatically issue a retroactive Purchase Order and pay for the excess days at the same rate as the current Development Services Retainer listed in SCHEDULE 3.

S2.7 (b) TERM AND TERMINATION FOR THE DEVELOPMENT RETAINER OPTION

Minimum term 12-months. Rolling 3-months' notice after 12-months. A minimum of one calendar months' notice is required to resource any change in retainer days.

SCHEDULE 3 – The Fees

The Fees include (1) the Supplier Software Managed Service, the all-inclusive managed service provision of the Software on Supplier's own serving infrastructure, (2) the Customer Software Managed Service, the all-inclusive managed service provision of certain Customer systems: firmware, desktop software and file serving, on Supplier's own serving infrastructure, (3) support services for each of the Software and the managed services, (4) maintenance support, (5) implementation Services, (6) Disaster Recovery, (7) software development services.

S3.1 THE SOFTWARE MANAGED SERVICE

The Customer shall pay for the Software Licence by it being incorporated into an inclusive monthly rental model described below. The software managed service fee shall include the Software, included 3rd party systems and licences such as server operating systems, SSL Certificates, enterprise database licences, standard SLA, Maintenance Support, extended hours manned IT help desk support, servers hosting and standard DR, systems administration and support, and upgrades.

The monthly Software managed service Fees for the use of the Legend system will be raised on an all-inclusive licensing model per Concurrent User as measured at peak. For clarity, this means you can set up as many users as you like). Additional Concurrent User licences will be accessible on Customer authorisation.

The Fees will be applied at a fixed rate from the 1st licence as follows;

(a) CORE SOFTWARE MANAGED SERVICE

The all-inclusive licence with unlimited authorized users and up to **5** active Concurrent Users, licence fee as follows:

Core Licences: **\$155.00**¹ per month

¹ The cost per additional licence if applicable is **\$155.00** per month.

(b) WEB SOFTWARE

Supplier's secure self-service web sites and Smartphone Apps Software solution licensing, secure hosting and support per site per month. For clarity, this licensing incorporates all Legend Online services such as web bookings, join online, registrations, timetables, messaging, contact landing page and Smart Phone Apps.

All-inclusive cost per site per month:

\$180.00

(c) KIOSK SOFTWARE

The Supplier's Kiosk solution is a Software fee of **<<amount>>** per kiosk per month. The solution includes Legend's proprietary kiosk browser and keyboard software and the kiosk web services including Payment Services integration.

(d) INTEGRATION SOLUTIONS

The Supplier's Integration Solutions Fees are each based on the complexity, scope of the solution produced, and support and maintenance load of the integration solution.

Fees are as follows:

- Access control systems
 - Nortech @ no charge
 - Gantner Biometric @ **\$95.00** per month
- Bank Account code validation @ no charge
- Financial / Accounts systems
 - Standard integration @ no charge
- HR systems @ no charge
- Internet Card Payment (ICP) @ no charge
- Loyalty (Bounts, Perkrville) @ no charge
- Mass emailers (DotMailer, Brief Your Market, Mailchimp) @ **\$50.00** per month
- Postal Code Lookup @ no charge
- Shibboleth @ no charge
- Social Media @ no charge

(e) VISION SERVER

The Supplier’s Vision Server KPI Management Targeting and Alerting Software is provided separately at **\$95.00** per month.

LICENCE COST SUMMARY

SUMMARY TABLE OF LICENCE COSTS BASED ON OPTIONS TAKEN

Item No	Description	Qty	Unit Price	Discount	Line Total	
1	Legend Core Licence	5	\$155.00	\$0.00	\$775.00	
2	Legend Online e-Commerce Web Solution	1	\$180.00	\$0.00	\$180.00	
3				\$0.00	\$0.00	
4				\$0.00	\$0.00	
SUBTOTAL:			\$335.00	\$0.00	\$955.00	
					NET Amount:	\$955.00
					TAX (13%)	\$124.15

TOTAL: \$1,079.15

S3.3 THE SUPPORT SERVICES

The Support Services (manned help desk support) are included at no additional charge into the Fees described in S3.1 and S3.2.

S3.4 SOFTWARE MAINTENANCE SERVICES

The Supplier's Software Maintenance Services are included at no additional charge into the Fees described in S3.1 and S3.2.

S3.5 IMPLEMENTATION SERVICES

The Supplier's standard daily rate for implementation services is **\$1000.00** per day. The Supplier has established special rates for the Customer project at **\$850.00** per day. The Customer will be responsible for delivering certain services and personnel such as for super users, for assisting hand-holding support on go live and post implementation audit visits.

IMPLEMENTATION AND MIGRATION SERVICES FEES

Item No	Description	Qty	Unit Price	Discount	Line Total
1	Database Migration	1	\$850.00	\$0.00	\$850.00
2	Installation and Configuration of System	0.5	\$850.00	\$0.00	\$425.00
3	Setup and Branding of e-Commerce Online Services	1.5	\$850.00	\$0.00	\$1,275.00
4	End User Training (Onsite)	2	\$850.00	\$0.00	\$1,700.00
5	Super User Training (Onsite)	3	\$850.00	\$0.00	\$2,550.00
6	Online Services Training (CMS) (Onsite)	0.5	\$850.00	\$0.00	\$425.00
7	Go Live Hand Holding (Onsite)	2	\$850.00	\$0.00	\$1700.00
8	Business Process Review	1	\$850.00	\$850.00	\$0.00
9	Configuration Support	1	\$850.00	\$850.00	\$0.00
10	Finance Integration	2	\$850.00	\$0.00	\$1,700.00
11	Project Management	3	\$850.00	\$2,550.00	\$0.00
12	Access Control Site Evaluation	1	\$850.00	\$0.00	\$850.00
13					
13					
SUBTOTAL:			\$9,350.00	\$4,250.00	\$11,475.00
				NET	
				Amount:	\$11,475.00
				TAX (13%)	\$2,295.00
				TOTAL:	\$13,770.00

NOTES

1. The reduced number of training days is based on Customer requirements and Supplier experience. The days allotted assumes that all of the Customer staff attend training and that the Supplier will run one full training course over the period. Additional training days are available on application.
2. The Supplier will provide Training Staff to deliver one group training session for all end users over the period of days at the Customer's suitable location to be provided by the Customer.
3. One on-site hand holding day per Site. This effort could be reduced if the Customer's super-users can deliver this key service instead.
4. Training equipment (up to 10 PCs, training database, projector) can be provided for the training. This is an optional service at no charge for hire. The shipping costs will be charged to the Customer at face value.
5. Assumes a standard migration data set from the legacy database, Customer to supply data in spreadsheet, format provided by the Supplier.
6. Includes set up of new Customer database on server, configuration of prices, inventories, business rules.
7. The above costs exclude shipping costs if required.
8. If applicable, Setup of Legend Online e-Commerce services includes branding, configuration of business rules, social media integration and deployment.
9. All prices exclude any applicable taxes, to be added as required.
10. Local (Canadian) expenses for site visits are recharged at cost per clause 4.4 of this agreement.

S3.6 DISASTER RECOVERY SERVICES

The following all-inclusive monthly Fees apply to the respective options:

Option A: \$0 (included in Services S3.1 and S3.2)

Option A2: <<amount>> per month, plus one off set up fee of <<amount>>

The Service Period applicable for billing of all Services described in S3.6 is monthly.

S3.7 SOFTWARE DEVELOPMENT SERVICES

The Supplier will supply Customer with Software Development Services if applicable. Development services are charged based on the number of days of effort required. Supplier will establish a fixed cost estimate of effort based on the Specification. Providing there is no change to specification then the Supplier will apply the Fee based on the cost estimate provided. This is done on the Supplier's own risk (even if the project overruns).

(a) AD HOC DEVELOPMENT (OPTIONAL)

1- 9 days	\$995.00 per day
10 days+	\$850.00 per day

(b) DEVELOPMENT RETAINER (OPTIONAL)

Development Services retainer is available on a monthly Fee based on terms described in S2.7 (minimum five days per month).

5 days	\$795.00 total per month
--------	--------------------------

The Service Period applicable for billing of all Services described in S3.7(b) is monthly.

(c) GAP LIST DELIVERY

Supplier commits to produce in good faith as a key project deliverable the Gap List functionality defined in SCHEDULE 8. Supplier commits to include a penalty for non-delivery on the following terms;

i. PENALTY FOR NON-DELIVERY

If the Supplier has not delivered the Gap List functionality by the end of the month due, then a 25% discount on all Licence fees will be applied from the following month onwards, until delivery. If the Gap List functionality is not delivered within six months after due date, a 40% discount shall apply to all Licence Fees from month seven onwards.

ii. DELIVERY

The functionality will be deemed to have been satisfactorily delivered and produced, and the Supplier's obligations in respect of this clause S3.7(c), and in particular, S3.7(c)(i), met, once the functionality is demonstrated successfully on Customer testing database or once the Supplier can demonstrate the functionality running in production, whichever is sooner.

iii. CHANGES IN SPECIFICATION OR PRIORITIES OF WORK

Any changes in the specifications of Gap List functionality will result in the associated penalty terms being nullified. Any new functionality not listed in the

Gap List which is deemed by the Customer to be of a higher priority than the Gap List functionality will result in the penalty terms being nullified.

SCHEDULE 4 - Personnel

S4.1 SUPPLIER

(a) Supplier Account Team

Project Director	James O'Brien
Project Manager	Andy Lelean
Account Manager	Jonathan Barlow
Support Manager	Chris Stephenson

TEL Number: TBC

- (b) Supplier's Project Manager: Andy Lelean
- (c) Supplier's Support Contact: Chris Stephenson
- (d) Supplier's Service Manager: Ben Stafford
- (e) Supplier's Account Manager: Jonathan Barlow

S4.2 CUSTOMER

(a) Customer Account Team

Project Director	Pat Newson
Project Manager	Richard Al
Project Representative	
Project Representative	

TEL Numbers:

- (d) Customer's Project Manager:
- (e) Customer Support Representative:
- (f) Customer Business Analyst:

SCHEDULE 5 – IT Help Desk SLA

S5.1 CUSTOMER BUSINESS REQUIREMENTS

- Extended hours telephone support to cover centre operating hours on business days and also on public holidays and weekends
- Notification service for major incidents
- Incident reporting and trend analysis

S5.2 IT FUNCTIONS SUPPORTED BY LEGEND IT HELP DESK (LHD)

- Hosted services hardware, servers, network
- Server system hardware and operating systems
- Legend Software
- Hardware client peripherals (printers, POS scanners, Web Cams)
- Escalation of hardware issues to field support engineers
- Help desk software package (LHD System)

S5.3 COVERAGE

First line support coverage is provided on extended hours. In addition to this, the Supplier’s second and third line engineers are on standby to receive escalated incidents during business hours.

Hours of Operation (All Canada Time Zones)

BUSINESS DAYS 06:00 am to 10:00 pm	NON-BUSINESS DAYS 08:00 am – 8:00 pm
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NOTE

This Hours of Operation will be increased to cover 24x7x365 in early 2017 and will be available as an Optional Service.

S5.4 SUPPORT BASE

- All authorized local site and head office users
- Key supplier contacts (must be provided in writing, mutually agreed)

S5.5 SUPPORTED USERS – PRODUCT KNOWLEDGE

Support is offered by Supplier on the understanding that Users have been trained by a Certified Trainer. Supplier reserves the right to insist on formal training of a user or group should incident tracking reveal insufficient product knowledge to perform their role. Formal training will be provided by the Supplier at the Customer’s cost.

S5.5 MEDIA

Traditional lines of communication will apply to the majority of incidents logged (telephone, web query, email).

Web Portal available for submitting an Online Support Request.

S5.6 TOOLS

- Telephone system, call forwarding, messaging, exchange server
- Terminal Services, VNC and PC Anywhere
- Network monitoring tools (where available)
- Help desk package, logging, email automation, reporting
- Knowledge database and FAQ

S5.7 WEB ENTRIES / ONLINE SUPPORT REQUESTS

Web Entries also known as Online Support Requests are automatically assumed to be non-urgent in the context of major system down time incidents. Web Entries are acknowledged automatically by email. Response to a Web Entry will be a call within three (3) working hours. The severity and type of the incident will dictate the response with regard to an incident being raised. Replies will be by call or email, with standard escalation procedures applying.

S5.8 INCIDENT LOGGING PROCESS

New incidents can only be accepted by LHD (as opposed to other channels of communication such as directly to management).

All incidents regarding the Software and/or supported IT equipment must be logged in the first instance with LHD. No other department or individual within the Supplier can accept new incidents being logged with them, nor will any support be given without having first followed this process.

Updates regarding incidents can and should be obtained via LHD. However, if Customer has any concerns regarding individual incidents or the support process, this can be escalated or brought to the attention of: the Supplier's Support Contact, the Service Manager or the Account Manager (SCHEDULE 4).

S5.9 NETWORK OUTAGES

The most common reason for a major outage is a network problem. The network problem could lie with the local site, the WAN / infrastructure, or the hosting centre. Other possible, but far less likely reasons for major outages, are hardware failures and software failures of the operating system or the application.

In all major outages, the most important thing is to ensure productivity of users. It is advised that documented, manual processes be made available to users to allow them to work when the system is offline, however, the notification of faults and immediate notification of service being resumed is vital. Where the fault lies with the hosting centre communications, or nationwide network issues, the LHD will be responsible for communicating the existence and resolution of such incidents.

(a) Network failure

Supplier will record and escalate to Customer's service provider all recorded network issues, tracking each case to resolution.

(b) Offline Capacity – Notification by LHD

Should connectivity to the Supplier’s central servers resource be interrupted during a customer network issue, the ‘Offline’ resource will be used as a directory of contacts for the purpose of keeping the customer updated of ongoing issues.

S5.10 INCIDENT LOGGING NUMBERS

Every incident is automatically allocated an incident number by the LHD System. This incident number is used by the Customer and Supplier to track calls, incidents and the effectiveness of process and service levels. The process whereby incident numbers are generated by the LHD System is as follows: Inbound call, details are captured into a new incident form, form is saved once mandatory fields have been captured, only then is an incident number generated by the system. However, this means that there is an original and unique incident number for every single incident. Once the incident has been captured, all future communication between parties must refer to the incident number. Note: The LHD will endeavour to provide an incident number for each call; however it is the responsibility of the caller to ensure they have an incident number for their call.

Detailed Summary:

- i. All calls logged and immediately allocated an incident number.
- ii. The number is automatically generated by the LHD System.
- iii. LHD communicates incident number as a distinct step to the caller during the call.
- iv. Incident number will be referred to in all future correspondence.

S5.11 RESPONSE TO INCIDENT TIMES

S5.11(a) Supplier will strive to fix all issues in the shortest times possible. Some software issues may be resolved by inclusion in a future software release. No definite timeframe can be given for this.

S5.11(b) Where an incident remains within the remit of the first line team (i.e. the team has the ability to resolve the incident without escalation), the below times are to be considered as resolution times.

Critical Priority:	3 Hours
High Priority:	24 Hours
Medium Priority:	3 Business Days
Low Priority:	30 Business Days

In cases where there is an impending breach of the SLA resolution times, a notification will be sent to the relevant parties. The nominated customer support representative will negotiate and sign off any breach with the Supplier’s Service Manager or Supplier’s Support Contact prior to the agreed resolution date (see SCHEDULE 4).

S5.12 INCIDENT PRIORITY

Level 1 – Critical	There is significant business or financial risk. The majority of users cannot perform their jobs. There is no acceptable work around.
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Level 2 – High	There is significant business or financial risk. The majority of users cannot perform their jobs. There is an acceptable and implemented work around.
Level 3 – Medium	There is a small business or financial risk. A minority of users cannot perform some parts of their jobs. There may or may not be an acceptable work around.
Level 4 – Low	There is minimal business or financial risk. A small number of users may not be able to perform a small portion of their job. The issue may only affect one or two users.

S5.13 COMMUNICATION RESPONSE TIMES

Supplier aims to respond to support queries as quickly and efficiently as possible. The following times are the maximum durations that Supplier aims to respond within.

Telephone	The average time (weekly) of callers waiting to speak to an engineer shall not exceed one minute.
Voicemail	Aim to return Voicemail within 30 minutes (except in event of major service outage in which case all affected users will be kept updated)
Email	Email return response within 4 Working Hours.
Web Entries	Immediate auto response with Incident Number. Telephone response within 3 Working Hours.

S5.14 PASSWORDS

Customer’s password authorisation line manager: <<**Richard AI**>>

All end users must first register on the password reset portal. In exceptional circumstance beyond that, requests for password changes must be authorized by the applicable line manager as detailed above. All requests for password resets must be in writing (email is acceptable).

Once a user has changed their password, the system administrator cannot recover that password.

S5.15 REQUESTS FOR CHANGE

A request for a change to the Software must be raised by the nominated Customer contact. Such requests for new functionality or modifications to existing functionality will be considered for development and possible implementation into a quarterly release.

Inclusion of these requests is at the discretion of the Supplier.

Requests for changes to the Software can also be accepted as paid work. Such requests should be directed to the Supplier’s Account Manager.

S5.16 ITEMS NOT COVERED IN THIS SLA

- Third Party software functionality

S5.17 REVIEW

This SLA is to be reviewed every three months from inception date. Any amendments outside of the review dates must be signed off by the nominated Customer contact & the Supplier's Service Manager.

S5.18 FAILURE TO MEET SERVICE LEVELS

S5.18(b) If the Supplier fails to meet the Support Service Levels in respect of category "1" or "2" Errors on any occasion, the Customer may at its option treat such failure as a material breach of this Agreement in accordance with clause 9.3 or request a discount or rebate (at its option) on equal to three (3) months of the Fees attributable to the provision of the Support Services;

S5.18(b) If the Supplier fails to meet the Support Service Levels in respect of category "3" Errors more than twice in any six (6) month period of the Initial Period, the Customer may at its option treat such failure as a material breach of this Agreement in accordance with clause 9.3 or request a discount or rebate (at its option) equal to two (2) months of the Fees attributable to the provision of the Support Services;

S5.18(c) If the Supplier shall persistently fail in the Customer's opinion to meet the Support Service Levels in respect of category "4" Errors, the Customer may at its option treat such failure as a material breach of this Agreement in accordance with clause 9.3 or request a discount or rebate (at its option) equal to one (1) month of the Fees attributable to the provision of the Support Services.

SCHEDULE 6 – Software Maintenance Support SLA

S6.1 CUSTOMER DATABASES

Supplier will maintain three separate databases for Customer, an acceptance testing database, a training database and the live production database. These databases will be clearly demarcated and identified.

S6.2 SOFTWARE RELEASES

In the event of major upgrades of the Software provided by Supplier, Supplier shall inform Customer of proposed upgrades and a Schedule shall be agreed. Supplier shall be responsible for maintenance arrangements for software provided by them for the Service. Supplier shall maintain the software to the patch level recommended by the software authors – for example: Windows software as supplied by Microsoft.

S6.3 SOFTWARE MAINTENANCE SUPPORT SERVICE LEVELS

For incidents escalated beyond first line team, where the LHD cannot provide a resolution as per S5.11(c), the Supplier will provide Software Maintenance Support to the service levels listed below;

1. Technical Support

- 1.1. Supplier shall provide Customer with technical support for the Software. The support that Supplier shall provide Customer includes telephone, fax, Email, and online support regarding use of the software and resolution of Errors during the Business Day.
- 1.2. Support Response. Supplier shall use all commercially reasonable efforts to ensure the Software is always available during Extended Hours, subject to scheduled downtime for maintenance purposes for which it shall provide Customer with a minimum of three (3) Business Days advance notice. Any such downtime shall be scheduled at times that minimize the impact to Customer's business. Supplier will assign all Customer requests for Error support with one of four Severity Codes (1, 2, 3 or 4). Severity Codes are ranked in order of the severity of their impact to the Customer. Severity Codes are assigned to problems or Issues strictly on the basis of their symptoms and not according to frequency of occurrence, likelihood of being seen or difficulty of reproducing. A Supplier Support Agent will confirm that the correct Severity Code has been assigned based on the information provided to Supplier by the Customer. The Severity Codes will dictate the timing and nature of the response as follows, with all appropriate or additional resources which are assigned or provided to Customer to be at the sole cost and expense of Supplier.
 - (a) **Severity 1 – Critical.**
 - i. Customer's production use of the Program is stopped, or there is an application Outage and no Workaround exists.
 - ii. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification by means of Telephone call to a Supplier Customer Support Agent during Regular Business Hours or within one (1) hour outside of Regular Business Hours. After investigating the problem, Supplier will provide a follow-up

response to Customer within one (1) hour of the Initial Response during Regular Business Hours or within two (2) hours of the Initial Response outside of Regular Business Hours. With the follow-up response, Supplier will identify the appropriate resources who will work exclusively to resolve the problem. Supplier will assign additional resources as needed to resolve the problem.

- iii. Resolution Goal: Supplier shall use reasonable endeavours to provide a Fix or Workaround within twenty-four (24) hours of Customer's report of the problem.
- (b) **Severity 2 – Significant Impact.** Customer's production use of the Program is severely disrupted or impaired and there is no Workaround.
- i. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification by means of a Telephone call to a Supplier Support Agent during Regular Business Hours or within two (2) hours outside of Regular Business Hours. After investigating the problem, Supplier will provide a follow-up response to Customer within four (4) hours of the Initial Response during Regular Business Hours or by the following day for Issues reported outside of Regular Business Hours. With the follow-up response, Supplier will identify the appropriate resources who will work exclusively to resolve the problem. Supplier will assign additional resources as needed to resolve the problem.
 - ii. Resolution Goal: Supplier shall use all commercially reasonable efforts to provide a Fix or Workaround within two (2) Business days of Customer's report of the problem.
- (c) **Severity 3 – Some Impact.** Customer has minor loss of operational functionality. Important Program features may be unavailable, but there is a Workaround; or, less significant Program features are unavailable with no reasonable workaround.
- i. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification to an Supplier Support Agent during Regular Business Hours or within two (2) hours outside of Regular Business Hours. After investigating the problem, Supplier will provide a follow-up response to Customer within eight (8) hours of the Initial Response during Regular Business Hours or by the following Business day for Issues reported outside of Regular Business Hours.
 - ii. Resolution Goal: Supplier shall use all commercially reasonable efforts to provide a Fix or Workaround within five (5) Business days of Customer's report of the problem. If Supplier cannot resolve the problem within five (5) business days, Supplier will continue to keep the Customer informed of the resolution status regarding the potential for a Fix or Workaround by the next Scheduled software maintenance release.
- (d) **Severity 4 – Minimal Impact.** Customer requests information, an enhancement or documentation clarification regarding the Program or there is

minimal impact to the operation of the Program. Customer's production use of the Program is not being impeded.

- i. Response Goal: Supplier will provide an Initial Response to Customer within fifteen (15) minutes of receipt of Notification to a Supplier Support Agent during Regular Business Hours or within two (2) hours outside of Regular Business Hours. After researching the question or investigating the problem, Supplier will provide a follow-up response to Customer within four working days of the Initial Response during Regular Business Hours and the same for Issues reported outside of Regular Business Hours.
 - ii. Resolution Goal: Supplier shall use all commercially reasonable efforts to provide an answer to the question within five (5) Business days of Customer's report of the problem or to provide a Fix or Workaround by the next Scheduled software maintenance release. If Supplier cannot answer the question within five (5) business days or resolve the problem by the next Scheduled software maintenance release, Supplier will continue to keep the Customer informed of the resolution status.
- 1.3 Escalation. For critical or emergency Issues (Severity 1 and Severity 2), Customer's Legend Administrator should contact Legend's Customer Support Manager to report the problem. In the event the Legend Customer Support Manager cannot be reached, Customer's Legend Administrator should contact Legend's Director of Customer Support to report the problem. In the event Legend is unable to resolve a problem within the specified resolution timeframe, Legend's appropriate Company Director will contact Customer's Legend Administrator within twelve (12) hours after the specified resolution timeframe has expired to discuss the Issue and the next course of action.
- 1.4 Customer Cooperation. Customer acknowledges that Supplier may not be able to resolve an Error if Customer does not use all reasonable efforts to cooperate with and assist Supplier in resolving the Error (including, without limitation, in replicating the Error, in retrieving workstation, server and log file data relating to the Error, and in providing Supplier with remote access to Customer's installation for support purposes).

SCHEDULE 7 – Hosting Service Levels

Supplier shall ensure that the Service equipment conforms to relevant operating standards required to deliver the Services to a suitable commercial quality and capacity (N+1 or more) at all times. Should the contracted number of users increase, Supplier shall increase the capacity configuration as required at no cost to Customer.

S7.1 SUPPLIER HOSTING OVERVIEW

Supplier's hosting facilities are spread across two separate data centres providers in Canada. All Solution equipment in both centres is owned and managed by the Supplier.

S7.2 SUPPLIER HOSTING EQUIPMENT AND FACILITIES

Supplier shall be responsible for all provisioning and maintenance arrangements for equipment provided by it for the Service.

All equipment is protected from power surges and failures by in-line UPS devices and on site generators. Backup generators will provide continuous power should the mains supply fail for prolonged periods.

Hosting facilities are protected by fire detection and suppression technology. All Supplier's racks are provisioned with dual feeds for power and data and all equipment configured in a fully redundant high availability configuration.

The Supplier employs HP servers, HP 3PAR StoreServ SANs/NetApp SANs, VMware vSphere Enterprise hypervisor, NetScaler hardware load balancers and Citrix XenApp.

S7.3 DATA BACKUP

Supplier is responsible for the provision of data backup facilities which it shall perform to a strict Schedule ensuring that data is backed up properly and restores regularly tested. The standard backup Schedule shall be at least:

Monday to Thursday:	Incremental
Friday:	Full

SCHEDULE 8 – Gap List

Supplier has identified the following gap list of functionality and technical configuration work required for the Project:

The supplier of payment processing services for on-line payments needs to be mutually agreed to along with the timing of the go-live date. The Township of North Huron currently uses Global Payments, however Legend does not anticipate support for Global Payments until May 31, 2017 if an alternative full or part solution is not agreed upon. Both parties will work toward a mutually agreeable solution that is in the best delivery of the service for the lowest cost, and makes sense for a go-live date for North Huron.

Biometric Scanning and Card Scanning are to be used at access points. Whether the current biometric equipment used by the Township of North Huron is compliant with Legend is unknown until further investigation by Legend. If the scanning and access system equipment is not compliant, the Township of North Huron will work with Legend toward a solution that is satisfactory to the Township.

Integration costs with M2SYS: our daily rate for this standard development work is \$999 exclusive of tax. If the number of days reaches ten to fifteen units then our next price point applies based on volume, which is \$875. So to further clarify with an example: if 5-days, then $5 \times \$999 = \$4,995$, but if ten days, then $10 \times \$875 = \$8,750$. We will fix the cost to no more than fifteen days at our own risk (we would absorb the cost of additional days in the unlikely event it escalated somehow).

SCHEDULE 9 – Privacy Protection Schedule

This Schedule forms part of the agreement between **Township of North Huron** (the "Public Body") and Legend Recreation Software Inc. (the "Contractor") respecting the Software, Service and Support Agreement dated _____, 2016 (the "Agreement").

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*, as amended from time to time;
 - (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 Public Body 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.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its 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 its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body 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 Public Body 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 Public Body 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 Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. 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 Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body 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

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, 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 Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body 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

12. 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

13. Unless the Public Body 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

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

Use of personal information

15. Unless the Public Body 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

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

Notice of foreign demands for disclosure

18. 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 its custody or under its control 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 Public Body 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

19. 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 its custody or under its control, the Contractor must immediately notify the Public Body. 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

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body 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 its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. 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 Public Body under this Schedule.
22. 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

23. 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 Public Body 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

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body 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

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. 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.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body 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.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. 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.