

**MASTER SERVICES AGREEMENT
FOR CLOUD-BASED SERVICES**

THIS AGREEMENT made as of the ● day of ●, 2026 (“Effective Date”).

BETWEEN:

CITY OF TORONTO
100 Queen Street West
Toronto, ON M5H 2N2

(the “City”)

Initial Contact:
Telephone:
Email:

– AND –

● [INSERT VENDOR’S FULL LEGAL NAME]
● [INSERT STREET ADDRESS FOR VENDOR]
Telephone:
Fax:

(the “Vendor”)

Initial Contact:
Telephone:
Email:

RECITALS:

- (a) Vendor is engaged in the business of providing Deliverables and Services (as defined below) and represents that it has the skill, knowledge and resources to provide the Deliverables and Services.
- (b) The City issued the following request for proposals (the “RFP”): RFP Doc5528763189 Vendor submitted a response to the RFP (the “Proposal”).
- (c) Using the evaluation process set out in the RFP and the information set out in the Proposal, the City decided to enter into negotiations with Vendor to the extent contemplated under the RFP. This Agreement is the result of the RFP, the Proposal, and those negotiations. Although not appended to this document, the RFP is incorporated into this Agreement as Schedule E, and the Proposal is incorporated into this Agreement as Schedule F.

In consideration of their respective covenants and agreements contained in this Master Agreement, and other good and valuable consideration, the parties agree as follows:

1. STRUCTURE

- 1.1 Glossary.** A glossary of defined terms is set out in Schedule A. All capitalized terms used in the Agreement have the meaning set out in Schedule A of the Agreement.
- 1.2 Structure.** “Agreement” means this Master Agreement and any Statements of Work made pursuant to it. “Master Agreement” means the sections and schedules of this Master Agreement for Cloud-based Services (as amended from time to time), but Master Agreement does not include any Statements of Work. “Statement of Work” or “SOW” means any written agreement (as amended from time to time) made between the City and Vendor that expressly states that it is a Statement of Work made pursuant to this Master Agreement.

- 1.3 Entering into SOWs.** From time to time, the City and Vendor may enter into a SOW governed by this Master Agreement, but the City is not obligated to do so. Each SOW will include the following information and be in a form that is mutually agreeable: (i) a description of the term of the SOW; (ii) a reasonably detailed description of the cloud-based services being provided, which sets out any applicable service level metrics and whether the cloud-based services are: (A) infrastructure as a service, platform as a service, software as a service or another type of cloud-based service; and (B) being provided using a public cloud, private cloud or hybrid cloud; (iii) a reasonably detailed description of any non-cloud-based services being provided (for example, telephone-based technical support) including any applicable service level metrics; (iv) a listing of the locations from which Vendor will perform the services; (v) a description of any reports to be provided; (vi) a description of any Deliverables to be provided; and (vii) an implementation schedule.
- 1.4 Precedence.** In the case of any conflict or inconsistency between any of the following documents, the documents (each as amended from time to time) will be interpreted in accordance with the order of priority set out below: (i) the main body of the Master Agreement; (ii) Schedule A (Glossary), Schedule B (Confidentiality, Privacy, Security and Access to Information), Schedule C (Rates), (iii) any SOW entered into pursuant to this Agreement.

2. SERVICES

- 2.1 Non-exclusive.** Nothing in this Master Agreement constitutes a guarantee that the City will acquire any volume or value of deliverables or any services from the Vendor, and the City reserves the right to procure any deliverables or services from any other Person. "Person", if the context allows, includes any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of them.
- 2.2 Services.** Vendor agrees to provide the services described as being provided by Vendor in this Master Agreement or any SOW (the "Services") and make the Use Data and Service Data available to the City in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Personnel.** Vendor will ensure that its Representatives assigned to provide any Services are qualified to do so, and provide the necessary materials, tools, equipment, hardware, software and supplies to carry out the Services. The City will, upon request, be entitled to review and approve the qualifications of any Representatives that Vendor proposes to assign or has assigned to perform any Service. "Representatives" means, in the case of the City, Vendor or any other Person, any directors, officers, employees, agents, consultants or subcontractors, as well as the subcontractor's directors, officers, employees, agents, consultants or subcontractors. In the case of the City, Representatives also includes the City's elected officials.
- 2.4 Key Personnel.** If a Representative of Vendor is listed in this Agreement as performing an identifiable role or task, Vendor may not replace the Representative without the prior written consent of City.
- 2.5 Subcontracting.** Vendor may subcontract to its Vendor Affiliates the performance of all or part of the Services provided that the Services being subcontracted to the Vendor Affiliate and its location are noted in the applicable SOW. Otherwise, Vendor may not subcontract the performance of all or part of the Services without the prior written consent of the City. If Vendor subcontracts a portion of the Services, Vendor is responsible for: (i) coordinating the services of its subcontractors and other Representatives; and (ii) the acts and omissions of its subcontractors, as if they were its own acts and omissions. Vendor will be solely responsible for all payments to all of its Representatives including but not limited its subcontractors. "Vendor Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Vendor. Control, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

- 2.6 Credentials.** Vendor will or will authorize a Representative of the City to promptly issue a user identification and password for each cloud-based Service to each User for whom the City requests a password. “User” means any individual Person authorized by the City to use all or part of any Service. Vendor acknowledges that role-based authorizations may be required for Users. A User's password may not be shared with any other individual. A User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service.
- 2.7 External Users.** Vendor acknowledges that the City may permit limited use of the Services by residents of the City or those who carry on business within the City for the purpose of supporting interaction between them and the City.
- 2.8 Review.** Any cloud-based Service to be provided by Vendor will be subject to review by the City to confirm that the Service: (i) materially complies with any specifications set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the City finds the cloud-based Service to be compliant, the City will approve the cloud-based Service in a written document signed by the City authorized signing officers (when feasible, the one responsible for the City’s technology as a whole). Otherwise, the City will advise Vendor of any deficiencies in writing. From the date on which access to the cloud-based Service is provided to the City for review, the City will have 30 days to complete its review. If the cloud-based Service does not comply with any specifications for it set out in or referenced by the Agreement, Vendor will remedy the deficiencies (at its sole expense) within seven days (or such longer period as Vendor and the City may agree to in writing). For clarification, the City’s approval of any cloud-based Service pursuant to this section 2.8 does not relieve Vendor of its obligation to provide the cloud-based Service in accordance with the terms and conditions of the Agreement.
- 2.9 Service Levels.** “Service Level Metric” means a service level metric applicable to any Service as set out in the SOW pursuant to which that Service is provided. When providing Services pursuant to any SOW, Vendor will: (i) provide the Services so as to meet or exceed all Service Level Metrics set out in the SOW; and (ii) promptly remedy any failure to do so. Vendor is responsible for reporting its performance with respect to all Service Level Metrics, and such reports will include reasonable evidence to support each claim that a Service Level Metric has been met. Vendor will provide such reports to the City on a monthly basis, unless otherwise specified in the applicable SOW. Any remedies for failing to comply with any Service Level Metric will be set out in the applicable SOW together with how they will be applied. They are not a replacement for any other remedies available to the City under the Agreement or at law.
- 2.10 Usage Limits.** If a Service is subject to any usage limit, the limit will be set out in the applicable SOW. If in any month the City exceeds any usage limit set out in a SOW, Vendor will: (i) notify the City in writing of the overage; and (ii) begin working with the City to bring the City’s usage within the limit. If the City exceeds that limit in two consecutive months, Vendor will: (i) notify the City in writing of the overage; (ii) continue working with the City to bring the City’s usage within the limit; and (iii) provide a quote for the purchase of additional capacity with the overage notice. If the City does not purchase additional capacity and the City exceeds the limit for a third consecutive month, it is a breach of this Agreement.
- 2.11 Facilities.** Any facilities or equipment that the City is to furnish to Vendor to use to provide any Services (for example, workspaces, telephones and computers) will be identified in the SOW applicable to the Services, and Vendor will use such facilities and equipment solely to provide the Services.
- 2.12 Availability.** Vendor represents and warrants to and covenants with the City that:
- (a) any service described in the Proposal as being available for the City to acquire will be available for the City to acquire for the duration of the Initial Term; and
 - (b) Vendor will not materially decrease the functionality of or withdraw any Services during the Initial Term.

3. DELIVERABLES

- 3.1 Deliverables.** “Deliverables” means any item (tangible or intangible) that Vendor is required to provide to the City under this Master Agreement or any SOW. Vendor agrees to provide to the City the Deliverables described as being provided pursuant to this Master Agreement or any SOW.
- 3.2 Documentation.** “Documentation” means all documents (regardless of how embodied) that are related to or that are reasonably required to enable the City to use or to obtain the benefit of any Deliverables or Services and includes without limitation all reports, including draft reports. The Documentation forms part of the Deliverables. Documentation to be used in conjunction with any other Deliverable will be provided to the City by Vendor at the same time as the other Deliverable. Documentation to be used in conjunction with any cloud-based Service will be provided to the City by Vendor at the same time as the City is provided with access to the cloud-based Service or earlier. City may copy or post Documentation on its intranet for the purpose of providing Users with access to it.
- 3.3 Review.** Any Deliverable to be provided by Vendor will be subject to review by the City to confirm that the Deliverable: (i) materially complies with any specifications set out in the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the Deliverable complies with all applicable specifications, the City will provide to Vendor an express, written acceptance of the Deliverable. Otherwise, the City will advise Vendor of any deficiencies in writing. From the date on which the Deliverable is provided to the City for review, the City will have 30 days to complete its review. Vendor will remedy any such deficiencies within seven days (or such longer period as Vendor and the City may agree to in writing).

4. ADMINISTRATION

- 4.1 Days and Hours.** “Business Day” means Monday to Friday inclusive, other than a day that is observed as a statutory holiday in the Province of Ontario. “Business Hours” means between 8:00 a.m. and 6:00 p.m. (local time in Toronto, Ontario) on a Business Day.
- 4.2 Contacts.** Each party will appoint one of its individual Representatives to be its “Contact”. Subject to section 2.5, above, a party may change its Contact by giving five days’ written notice to the other party. A party’s Contact is responsible for the day-to-day matters arising from or relating to the Deliverables and Services.
- 4.3 Reports.** Vendor will deliver to the City such reports as are: (i) specifically set forth in the Agreement at the intervals set out in the Agreement; or (ii) reasonably requested by the City. The reports will be in a format acceptable to the City acting reasonably. The City may retain all such reports after the termination or expiration of the Agreement.
- 4.4 Status Meetings.** At least once every month (during which there are one or more active SOWs for Services) and upon the request of the City’s Contact, the City’s Contact and Vendor’s Contact will meet to review the status of all active SOWs and any outstanding concerns relating to Deliverables or Services. The meetings may take place in person at a mutually agreeable location or by any means of telecommunication agreed to by the Contacts. Vendor’s Contact will produce minutes for each meeting, and promptly provide them to the City’s Contact. If the City’s Contact chooses to add anything to the minutes for any meeting, the City’s Contact may do so provided that a copy of the minutes with the additions is promptly provided to Vendor’s Contact.
- 4.5 Changes.** “Change” means a change to the Services or Deliverables. Either the City or Vendor may suggest a Change by giving the other written notice of the proposed Change. The notice should include a reasonably detailed description of the proposed Change and the reasons for the proposed Change. If either Contact acting reasonably determines that the proposed Change should be developed as a new SOW rather than by addendum (i.e. a change order), Vendor will prepare a new SOW. Otherwise, Vendor will prepare a draft addendum to the SOW affected by the proposed Change. The draft addendum will include: (i) a reasonably detailed description of the proposed Change; (ii) if applicable, any changes to the actual or estimated Fees to be paid pursuant to the affected SOW; and

(iii) if applicable, any changes to the actual or estimated timeline for providing the affected Services. The proposed Change will not become effective until the City and Vendor agree in writing on the terms and conditions of the new SOW or draft addendum (as applicable) and sign it. Vendor is responsible for any costs that it incurs to comply with this section.

4.6 Records. “Business Records” means the records that the Vendor generates: (i) in the course of its business or to meet its needs and legal obligations; (ii) to provide supporting documentation to its customers in relation to the invoices that it issues; and (iii) to address privacy and security breaches in a professional manner. Vendor will keep and preserve each of its Business Records that are reasonably necessary to support the charges set out in any invoice issued by Vendor to the City for a period of seven years from the date on which that record is created. Vendor will ensure that its Representatives do the same. The retention period for all Business Records relating to any dispute that has arisen between the parties will end on the date on which the dispute is fully resolved (i.e. no further recourse remains) even if that date is more than seven years after the creation of the Business Record.

4.7 Audit.

- (a) During the Term and for a period of three years after the termination or expiration of the Agreement, the City will be entitled, upon at least five Business Days' prior notice to Vendor, to review or audit the Business Records. The City's own employees or agents, or an external auditor appointed by the City may conduct the review or audit, and if the review or audit reveals an overpayment by the City or a material breach in the terms and conditions of the Agreement by Vendor, Vendor will refund the overpayment and reimburse the City in full for the out-of-pocket costs of conducting the review or audit (including travel, accommodation and working time costs of the auditors) within 30 days after receipt of the City's invoice setting out those costs.
- (b) Any Person retained by the City to conduct any review or audit pursuant to this section 4.7 will be required to comply with any applicable provisions of the Agreement relating to the protection of Vendor's Confidential Information.

4.8 Dispute Resolution.

- (a) In the event of a dispute relating to or arising from the Agreement, the party who wishes to raise the dispute will give the other party written notice of the dispute. The dispute will be deemed to have arisen on the day that notice is received by the other party, and the parties will attempt to resolve the dispute in good faith.
- (b) Within five Business Days of the dispute arising, the Contacts will meet and attempt to resolve the dispute. If acting in good faith, either Contact believes that the Contacts will be unable to resolve the dispute promptly, the dispute will be escalated to: (i) for the City, the applicable signing officer; and (ii) one of Vendor's senior executives (the “Executives”). If the Executives fail to resolve the dispute within 30 days of that meeting, either party may pursue any lawful means of dispute resolution.
- (c) For clarification, the provisions of this section 4.8 shall not limit or restrict the right of either party to seek injunctive relief or to bring any action in any court of law with respect to any dispute, controversy or claim relating to the improper use or misappropriation of intellectual property rights or breach of confidentiality or breach of privacy.

5. TERM, TRANSITION AND TERMINATION

5.1 Term.

- (a) Unless terminated earlier in accordance with the terms of this Agreement, the Agreement will be for a period of five years commencing on the Effective Date (the “Initial Term”). The Agreement may renew for

up to five consecutive one year periods (each a “Renewal Term”) subject to City Council approval. Collectively, the Initial Term and any Renewal Terms are the “Term”.

- (b) For any Service provided on a subscription basis, a User’s subscription begins on the start date for that subscription set out in the applicable SOW (including any addendums to it) and continues for the subscription term specified in the SOW.

5.2 Terminations.

- (a) A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if the breach remains uncured at the expiration of such period, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. However, if the material breach is of any provision in Schedule B, the party giving written notice of the default may reduce the duration of the notice/cure period or even eliminate the notice/cure period. The reduction or elimination of the notice/cure period must be expressly set out in the applicable notice. Any breach of Schedule B is a material breach.
- (b)
 - (i) A party may terminate any SOW for cause upon 30 days written notice to the other party of a material breach that relates to the SOW if the breach remains uncured at the expiration of such period.
 - (ii) The City may terminate any SOW without cause by giving Vendor at least 90 days prior written notice of the date of termination provided that the effective date of the termination does not occur during the first year of the SOW.
 - (iii) Additional termination rights that apply only to a certain SOW may be set out in that SOW.
- (c) A subscription to a Service terminates when: (i) it expires in accordance with the applicable SOW; or (ii) the applicable SOW terminates. A SOW may include additional termination rights for any subscription provided pursuant to it.
- (d) If the enacting of any law or regulation (other than a City enacted bylaw) or the issuance of any order or decision made by a court or tribunal of competent jurisdiction results in any geographic restriction being placed on where some or all of the City’s Confidential Information may be stored and Vendor is unable to provide the Services in a manner that adheres to the geographic restriction, the City may terminate this Agreement on written notice to Vendor. Vendor will refund any amounts paid by the City to Vendor in advance for Services that will not be provided.
- (e) If the City, acting reasonably, believes that Vendor has breached any provision of Schedule B, the City may, without penalty, suspend its use of the Services until the City receives from Vendor reasonable assurances that: (i) there was no breach; or (ii) reasonable steps have been taken to remedy the breach, mitigate its effect and prevent its recurrence at Vendor cost.

5.3 Transition.

- (a) Upon the termination or expiration of any SOW that does not expressly provide for a transition period and transition Services, this section 5.3(a) applies. The “Transition Term” for any SOW will be calculated as follows unless the parties agree in writing to a longer or shorter period for the Transition Term.
 - (i) If the City is terminating a SOW pursuant to section 5.2(b)(ii), the Transition Term begins on the effective date of that termination and ends 90 days after that date.

- (ii) If the City is terminating a SOW for any reason other than pursuant to section 5.2(b)(ii), the Transition Term begins on the effective date of that termination and ends 180 days after that date.
 - (iii) If Vendor is terminating a SOW pursuant to any provision of this Agreement, the Transition Term begins on the date that Vendor gives notice of the termination and ends 180 days after that date.
 - (iv) If the SOW is expiring rather than being terminated, the Transition Term begins on the date that the SOW expires and ends 180 days after that date.
- (b) During the notice period leading up to the start of the Transition Term for any SOW and during the Transition Term for the SOW, Vendor will: (i) continue to provide the Services being provided pursuant to the SOW (the “Affected Services”) to the City; and (ii) provide any additional Services reasonably necessary to ensure that the transition from Vendor to any other service provider (including, if applicable, the City itself) for the provision of Affected Services is accomplished in a manner that is efficient and minimizes disruption to the City (the “Transition Services”). The Fees for the Affected Services will continue to be calculated in accordance with this Agreement and in the same manner that they were calculated in the month preceding the Transition Term, and the Transition Services described in (ii) will be provided at no additional charge to the City.

5.4 Expiration of Agreement.

- (a) If on the date that the Agreement is set to expire there are any SOWs in effect for which the Transition Terms have not yet begun, they expire and their Transition Terms begin on that date.
- (b) If on the date that the Agreement is set to expire there are any SOWs that have further time left in their Transition Terms, the Agreement will not expire until the last day of the last Transition Term to expire.

5.5 Upon Completion of Transition. Upon the expiration of the Transition Term for any SOW:

- (a) Vendor will provide a final status report for that SOW; and
- (b) The City will pay for any Deliverables and Services provided pursuant to the affected SOW and in compliance with the Agreement prior to the expiration of the Transition Term.

5.6 Survival. Those sections which by their nature should survive the termination or expiration of this Agreement will survive termination or expiration, including but not limited to sections 1.1, 1.4, 2.8, 4.1, 4.2, 4.3, 4.6, 4.7, 4.8, 5.3, 5.4, 5.5, 5.6, 6, 7, 9, 10.2, 10.3, 10.4, 10.5, 11, 12, 13 and 15 will remain in full force and effect following the expiration or termination of this Agreement.

6. PAYMENT

- 6.1 Fees.** The City will pay to Vendor the fees for the Services provided pursuant to and in accordance with any SOW (the “Fees”). The Fees for the Services provided pursuant to a SOW are set out in the SOW. If a payment schedule is set out in the SOW, Vendor will invoice the Fees in accordance with that payment schedule. Otherwise, Fees will be invoiced monthly in arrears.
- 6.2 Deliverables.** Unless otherwise specified in any SOW, the charges for the Deliverables to be provided by Vendor under any SOW are included in the Fees for the Services to be provided by Vendor under that SOW. If there are additional charges for any Deliverable (“Charges”), Vendor will not invoice the City any Charge until after the applicable Deliverable has been delivered to the City and reviewed and approved by the City.
- 6.3 Taxes.** All Fees and Charges are exclusive of all taxes now in force or enacted in the future and imposed on the provision of Deliverables and services (“Taxes”). The City will be responsible for all such Taxes, except for Taxes

based on Vendor' net income, capital gains or employee withholdings. Applicable Taxes will be included in each invoice.

6.4 Expenses. The City will not reimburse Vendor for any expenses related to the provision of any Services ("Expenses").

6.5 Invoices. Vendor shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Vendor in respect of any amount charged. Vendor shall provide, without delay, such further proof or documentation.

6.6 Payment. With respect to any invoice issued by Vendor in accordance with the Agreement: (i) the City will pay any amount owing for Fees, Charges or Taxes within 30 days of the date on which a correct invoice for such is received by the City.

6.7 Rates. For any Services provided on a time and materials basis, Schedule C sets out the applicable rates.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND ACCESS TO INFORMATION

7.1 Confidentiality. Schedule B sets out certain terms and conditions relating to confidentiality, privacy, security or access to information.

8. CONFLICT OF INTEREST

8.1 No Conflict of Interest. Vendor warrants and covenants with the City that Vendor (including Vendor's Representatives) has not engaged and will not engage in any activity where such activity creates a conflict of interest (actually or potentially in the sole opinion of the City) with the provision of Deliverables and Services pursuant to the Agreement. Vendor will promptly advise the City of any situation which creates an actual or potential conflict of interest and will abide by the City's determination with respect to such matter.

8.2 No Breach of Trust. Without limiting section 8.1 and excluding items of negligible value,

- (a) Vendor warrants and covenants with the City that: (i) no bribe, kickback, payment, gift or other inducement has been paid, given, promised or offered to any Representative or elected official of the City for, or with a view to, entering into the Agreement or any other agreement with the City; and (ii) no third party person or agency has been employed or retained to solicit or obtain this Agreement or any SOW for a contingent fee; and.
- (b) the City warrants and covenants with Vendor that no bribe, kickback, payment, gift or other inducement has been paid, given, promised or offered to any Representative of Vendor, or with a view to, entering into the Agreement or any other agreement with Vendor.

8.3 Vendor's Representatives. Vendor will take all necessary steps to ensure that the Vendor's Representatives do not violate section 8.1 or section 8.2, and will be responsible for any such violation.

9. PROPRIETARY RIGHTS

9.1 Definition. "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision thereof, including, without limitation, (i) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (ii) copyrights, moral rights (including rights of attribution and rights of integrity); (iii) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (v) all goodwill

associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

9.2 Data.

- (a) Use Data. Except as expressly set out in this Master Agreement, the City retains all right, title and interest in or to the Use Data. To the extent that Vendor has access to such data, the data may only be used for providing the Services.
- (b) Service Data. Vendor retains all right, title and interest in or to Service Data that Vendor collects. Vendor grants to the City a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up right and license to use, copy, modify and enhance any Service Data that Vendor collects.

9.3 Pre-existing Works.

- (a) “Pre-existing Works” means any work created prior to or other than pursuant to the performance of any Services.
- (b) Except as expressly set out in this Master Agreement, the City retains all right, title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights. To the extent that the City provides any such Pre-existing Work to Vendor for the purpose of providing the Services, the Pre-existing Work may only be used for providing the Services (including but not limited to responding to technical problems affecting the City or its Users).
- (c) Except as expressly set out in this Master Agreement, Vendor retains all right, title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights. Unless expressly set out in this Agreement, no rights in or to these Pre-existing Works are granted to the City.
- (d) “Third Party Content” means information obtained by Vendor from its content licensors and provided to the City as part of any Service. With respect to Third Party Content, Vendor grants to the City a non-exclusive, non-transferable, license to use, copy, modify and enhance it during the Term.
- (e) “Platform Software” refers to the Software used by Vendor to provide any cloud-based Service. Vendor grants to the City and its Users a non-exclusive, non-transferable, time-limited license to use the Platform Software to the extent necessary to use any cloud-based Services being provided pursuant to this Agreement (including any applications and tools made available as part of the Services). The City agrees that it will not: (i) use the Platform Software for any purpose other than to make use of the Services; (ii) use the Platform Software other than in accordance with the Agreement; (iii) decompile, disassemble, reverse engineer or otherwise attempt to discern or recreate the source code for the Platform Software; or (iv) allow direct or indirect use of the Platform Software by any Person other than a User (including the Users described in section 2.8).
- (f) To the extent a license to use any Pre-existing Work (other than Platform Software or Third Party Software) for which Vendor or its suppliers own the Intellectual Property Rights is reasonably necessary for the City’s or its Users’ use or receipt of any Services, Vendor grants to City and its Users any licenses required to use the Services.
- (g) With respect to any of Vendor’s Pre-existing works included in any Deliverable other than Third Party Content, Vendor grants to the City a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up right and licence to use, copy, modify and enhance any such Pre-existing Works as part of the Deliverables into which they are incorporated and to permit any such use by any Representative of the City.

- 9.4 Custom Works.** When a work created in the course of providing the Services is a modification or enhancement to one of Vendor's Pre-existing Works (including any new feature or other upgrade) and has been identified as such in the applicable SOW, the new work is deemed to be one of Vendor's Pre-existing Works. For all other works created in the course of providing the Services, Vendor irrevocably assigns to and in favour of the City all Intellectual Property Rights, and all other right, title and interest, in and to the works, which will vest in the City immediately upon their creation.
- 9.5 Feedback.** The City grants to Vendor and its Vendor Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by the City relating to the operation of the Services.

10. REPRESENTATIONS, COVENANTS AND WARRANTIES

- 10.1 Basic.** Vendor represents and warrants to and covenants with the City that: (i) Vendor has obtained and will maintain such permits and approvals as are required by government and other authorities for Vendor to operate its business and meet its obligations under the Agreement; and (ii) Vendor is now in compliance with and will continue to comply with, any and all applicable laws and regulations including the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable. Vendor will provide confirmation of its compliance with all applicable laws and regulation to the City, upon request.

10.2 Services.

- (a) Vendor hereby represents and warrants to and covenants with the City that the Services other than the cloud-based Services will be performed: (i) in a competent, professional and workman-like manner; (ii) in a manner that complies with all requirements for the Services set out in the Agreement or otherwise agreed in writing; and (iii) exclusively in Canada unless the applicable SOW sets out otherwise. If any such Service fails to conform to this warranty, Vendor will re-perform it at no additional cost to the City provided that Vendor receives notice of the non-conformance within 30 Business Days of the performance of the Service in question. If Vendor is unable to do so, Vendor will refund any fees paid by the City for the applicable Services.
- (b) Vendor hereby represents and warrants to and covenants with the City that the Services will: (i) substantially comply with any specifications for it set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by Vendor and the City; and (ii) be performed exclusively in Canada unless the applicable SOW sets out otherwise. If any such Service fails to conform to this warranty, Vendor will promptly correct the noncompliance at no additional cost to the City.

10.3 Deliverables.

- (a) For any Deliverable, the warranty period is one year from the date on which it is approved by the City in accordance with section 3.3. During the warranty period, the Deliverable will materially conform to its description and any specifications set out or otherwise incorporated in the Agreement, and where not inconsistent with those documents, any sample, published documentation or specifications for that Deliverable provided by Vendor to the City.
- (b) Should any Deliverable not meet the warranty set out in (a) above, Vendor will as soon as practicable and at no additional charge to the City: (i) remedy such non-conformance; or (ii) replace the affected Deliverable with an equivalent or superior Deliverable. If Vendor is unable to do so promptly, the City may at its option require that Vendor promptly provide a full refund of the amount paid by the City for the affected Deliverable. The City will return the affected Deliverable at Vendor's expense upon receipt of such refund.

10.4 Other. Vendor hereby represents and warrants to and covenants with the City as follows:

- (a) Vendor has the right and authority to grant the licenses and make the assignments set out in the Agreement free of any claim of any kind in favour of or by any third party;
- (b) neither the Deliverables nor Services provided pursuant to this Agreement will infringe upon or violate any third-party Intellectual Property Rights; and
- (c) all Deliverables, which include any code or other software, will be free of any harmful or hidden programs or data incorporated therein with malicious and mischievous intent including but not limited to viruses, worms, time bombs, logic bombs, trap doors, Trojan horses or similar malicious instructions, techniques, or devices capable of disrupting, disabling, damaging, or shutting down a computer system or software or hardware component thereof.

10.5 Disclaimer. WITH THE EXCEPTION OF ANY EXPRESS REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THE AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO THE DELIVERABLES OR SERVICES OR OTHERWISE ARISING FROM OR RELATING TO THE AGREEMENT WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SUBJECT TO ANY SERVICE LEVEL OR BUSINESS CONTINUITY COMMITMENTS MADE IN THIS AGREEMENT, VENDOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED.

11. INDEMNITIES

11.1 General.

- (a) Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of: (i) Vendor's or its Representatives' wilful misconduct; (ii) any breach of section 14; (iii) any breach of section 13.4; or (iv) any Breach (as defined in Schedule B) or other breach of Schedule B.
- (b) Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of any claim that the City's receipt or use of any of the Deliverables or Services infringes a third party's Intellectual Property Rights or other rights. Without limiting the foregoing, upon any claim of infringement being made, Vendor will promptly, at the request of the City, procure such rights or modify or replace any Deliverables and Services as may be necessary to remedy such claim of infringement without disruption or additional cost.
- (c) Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them arising from or relating to any physical injury, including death, or any loss of or damage to tangible property, caused by the Vendor or its Representatives.
- (d) If Vendor is permitted under section 9.6 of Schedule B to use any facility located in any jurisdiction other than Canada, or Vendor does so without permission, and the application of the laws of that jurisdiction means that the City:

- (i) becomes subject to answer to any claims, demands, suits or actions in that jurisdiction as a result;
or
- (ii) acting reasonably, has to commence a claim, demand, suit or action in that jurisdiction rather than Canada to enforce the City's rights under this Agreement or seek recourse for any breach of this Agreement;

Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred as a result.

- (e) If requested by the City, Vendor will also defend at its own cost and expense any claim, demand, suit or action brought against the City or any of its Representatives as described in this section 11.1.
- (f) In relation to any claim, demand, suit or action incurred by the City or its Representatives that may give rise to an obligation to indemnify pursuant to this section 11.1, the City will: (i) give Vendor prompt notice of it; (ii) not take any action that might compromise Vendor's ability to defend or settle it; and (iii) provide Vendor with reasonable assistance relating to the defence or settlement of it (including responding to reasonable requests for information from Vendor).
- (g) The City will not provide any indemnity under any circumstances.

12. LIMITATION OF LIABILITY

12.1 Indirect Damages. NEITHER PARTY (INCLUDING ITS REPRESENTATIVES) WILL BE LIABLE TO THE OTHER IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY THE OTHER PARTY. THIS LIMITATION WILL APPLY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR WHETHER THE DEFAULTING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Direct Damages. THE PARTIES AGREE THAT THE LIABILITY OF EACH PARTY FOR ANY CLAIM, ACTION OR DEMAND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT ("CLAIM") WILL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY THE CLAIMING PARTY.

12.3 Vendor.

- (a) IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF VENDOR (INCLUDING ITS REPRESENTATIVES) TO THE CITY, FOR ANY SINGLE CLAIM, DEMAND, SUIT OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE GREATER OF: (i) \$2,000,000.00 CDN; OR (ii) FEES PAID OR PAYABLE TO VENDOR PURSUANT TO THE AGREEMENT IN THE 12 MONTHS PRECEDING THE CLAIM.
- (b) IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF VENDOR (INCLUDING ITS REPRESENTATIVES) TO THE CITY, FOR ANY CLAIMS, DEMANDS, SUITS OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT (IN THE AGGREGATE), EXCEED THE GREATER OF: (i) \$2,000,000.00 CDN; OR (ii) FEES PAID OR PAYABLE TO VENDOR PURSUANT TO THE AGREEMENT IN THE AGGREGATE.

12.4 City. IN NO EVENT WILL THE CITY (INCLUDING ITS REPRESENTATIVES) BE LIABLE TO VENDOR FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS TO BE PAID BY THE CITY PURSUANT TO THIS AGREEMENT.

12.5 Exclusions. THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 12 DO NOT APPLY TO ANY CLAIM, DEMAND, SUIT OR OTHER LIABILITY ARISING FROM OR RELATING TO WILFUL

MISCONDUCT, PERSONAL INJURY (INCLUDING DEATH), TANGIBLE PROPERTY DAMAGE, BREACHES OF CONFIDENTIALITY, BREACH OF SECTION 13.4, BREACHES OF SECTION 14 OR ANY CLAIM, DEMAND, SUIT OR OTHER LIABILITY FOR WHICH A PARTY IS REQUIRED TO INDEMNIFY THE OTHER PARTY PURSUANT TO THIS AGREEMENT. OTHERWISE, THE FOREGOING PROVISIONS LIMITING THE LIABILITY WILL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR A BREACH OF A FUNDAMENTAL TERM OR CONDITION OR A FAILURE OF ESSENTIAL PURPOSE.

12.6 Payment. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S OBLIGATION TO PAY FOR SERVICES PROVIDED PURSUANT TO THE AGREEMENT.

12.7 Timing. No action, claim or proceeding, regardless of form, arising out of this Agreement will be brought by either party more than two years after the claiming party becomes aware of, or ought to have become aware of, the facts giving rise to the existence of any cause of action.

13. INSURANCE

13.1 Coverage. Vendor agrees to purchase and maintain in force, at its own expense, the following policies of insurance, all of which will be kept in force during the life of the Agreement and for two years (either as a policy in force or extended reporting period) after termination of the Agreement:

- (a) Commercial General Liability provided that the policy:
 - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
 - (ii) adds the City as an additional insured;
 - (iii) includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the Services; and
 - (iv) includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to nonpayment of premium);
- (b) Professional Liability (errors and omissions) coverage provided that the policy:
 - (i) is in the amount of not less than One Million Dollars (\$1,000,000), per occurrence; and
 - (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate;
- (c) Cyber risk insurance inclusive of at least the following types of coverage having a policy limit of not less than \$2,000,000 per claim and a policy aggregate limit of not less than \$6,000,000:
 - (i) privacy liability (including fines or court awarded damages imposed on the City or Vendor or settlement costs agreed to by Vendor);
 - (ii) network security liability (including fines or court awarded damages imposed on the City or Vendor or settlement costs agreed to by Vendor);
 - (iii) crisis management expenses;
 - (iv) privacy notification and monitoring costs; and,

- (d) If applicable, Vendor shall maintain automobile liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for all owned or leased licensed motorized vehicles used in the performance of Services.

13.2 Not Limits. It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor in the performance of Services or other obligations under the Agreement. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Vendor. At the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the City without notice or demand.

13.3 Vendor Tools. The Vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The Vendor shall have no claim against the City or the City's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the City.

13.4 Worker's Safety.

- (a) Nothing under the Agreement shall render the City responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA")), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Vendor agrees to indemnify the City for such costs.
- (b) Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.
- (c) Vendor represents and warrants that it shall be in good standing with the WSIB throughout the Term of this Agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the City is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the City every 90 days or upon expiry of the Certificate's validity period whichever comes first.
- (d) Vendor shall ensure that any and all Persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing Services under this Agreement, have secured WSIB coverage, whether required statutorily or not, for the Term of this Agreement.

14. ACCESSIBILITY

14.1 Vendor shall adhere to the *Ontario Human Rights Code* (OHRC) and *Accessibility for Ontarians with Disabilities Act, 2005* (the "AODA"), including but not limited to the following:

14.1.1 General Accessibility. In providing the Deliverables and Services, Vendor will comply with the City of Toronto Accessibility Policy, Digital Accessibility Standard, and provisions of the AODA for "large designated public sector organizations" (as amended from time to time and as defined in the AODA and Regulations thereunder), and the Regulations thereunder with regard to the provision of its Deliverables or Services to persons with disabilities.

- 14.1.2 Vendor's Websites, content and applications. Vendor will ensure that any web applications, internet and intranet websites and web content provided by Vendor (including its Representatives) as part of the Services complies with the Web Content Accessibility Guidelines 2.0 Level AA or higher, will meet and will continue to meet the accessibility requirements for "large designated public sector organizations" (as amended from time to time and as defined in the AODA and Regulations thereunder). This includes but is not limited to working with a variety of assistive technologies (for example, screen magnifiers, on-screen keyboards, refreshable Braille displays, screen readers, and voice recognition programs). For greater clarity, Vendor is not responsible for revising any Non-Vendor Applications to meet the accessibility requirements for "large designated public sector organizations" (as defined in the AODA).
- 14.1.3 City's Websites, content, and applications. Vendor represents and warrants to and covenants with the City that the Services support the development and implementation by the City of applications, internet and intranet websites and web content that comply the Web Content Accessibility Guidelines 2.0 Level AA or higher and with the AODA's requirements for "large designated public sector organizations" (as amended from time to time and defined in the AODA and Regulations thereunder).
- 14.1.4 The Vendor shall require all applicable personnel (including those of its Subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers and shall ensure that detailed training records are maintained and provided to the City upon request. The training requirements can be fulfilled by completing the e-Learning course "Customer Service Standard Module", which can be found on the AccessForward website. This course is recognized by the Government of Ontario and is developed by Curriculum Services Canada in partnership with the Accessibility Directorate of Ontario. A copy of the policy is available on Toronto.ca or available upon request or at <https://www.toronto.ca/business-economy/doing-business-with-the-city/understanding-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/>

15. GENERAL PROVISIONS

15.1 Interpretation.

- (a) The headings used in this Agreement are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the paragraphs.
- (b) No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.
- (c) Throughout this Agreement: (i) the term "including" or the phrases "e.g.," or "for example" have been used to mean "including, without limitation", (ii) the singular includes the plural and vice-versa and (iii) any gender includes the other gender, unless the context requires otherwise.
- (d) All remedies are cumulative. All rights and remedies of the City for any breach of Vendor's obligations under the Agreement shall be cumulative and may be exercised singularly, jointly or in combination, and they shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law.
- (e) The Parties expressly request that this Agreement as well as documents relating thereto be drawn up in English. Les Parties ont expressement exigé que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

- 15.2 Entire Agreement.** The Master Agreement and all SOWs constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.
- 15.3 Click-wrap Agreements.** Without limiting section 15.2, any terms contained in any click-wrap agreement, shrink-wrap agreement, browse-wrap license, documentation provided to the City, invoice, web site or in any other form of agreement presented or delivered to the City in connection with any Service or Deliverable shall not be effective unless the City has agreed in a written amendment to the Agreement to be bound by the terms of that agreement or other document. Notwithstanding the previous sentence, if any User who is not a Representative of the City opts to download any mobile app from Vendor in order to access the Services, the User will be presented with the terms and conditions applicable to the use of that mobile app at the time of downloading and if the User downloads the app, those terms and conditions will bind that User.
- 15.4 Amendment.** Except as expressly set out in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of the City and Vendor.
- 15.5 Waiver.** No waiver of any part of this Agreement will be deemed to be a waiver of any other provision in this Agreement or a waiver with respect to any subsequent breach. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.
- 15.6 Severability.** Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.
- 15.7 Assignment.** Vendor may not assign this Agreement, by operation of law or otherwise, without the City's prior written consent (which consent may be provided subject to one or more conditions imposed by the City but will not be unreasonably withheld). However, such written consent shall not under any circumstances relieve Vendor of its liabilities and obligations under the Agreement. Subject to these restrictions, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.
- 15.8 Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO. IT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED. Subject to the provisions of section 4.8, the City and Vendor agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.
- 15.9 Force Majeure.** Except as expressly provided otherwise in the Agreement, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed 60 consecutive days). Additionally, during the occurrence of such an event, the City may suspend the provision of Deliverables and Services upon written notice to Vendor for a period not to exceed 60 days.
- 15.10 Independent Contractors.** The relationship between the parties is that of independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither the City nor Vendor will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

15.11 Notices. Any notice given pursuant to this Agreement will be in writing and addressed to the other party at the address listed above and to the attention of the party's Contact and its legal department. Any such notice will be deemed to have been received one Business Day following: (i) deposit with a globally recognized overnight delivery service, all delivery charges pre-paid; or (ii) transmission if sent by facsimile, with originals by mail, and receipt confirmed by the facsimile machine used. Either party may designate a different address by notice to the other given in accordance with this section.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Master Agreement:

THE CITY OF TORONTO

• **[INSERT VENDOR'S FULL LEGAL NAME.]**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

I have authority to bind the City.

I have authority to bind the Corporation.

FOR CITY USE ONLY:

APPROVED FOR SIGNING BY:

CHIEF TECHNOLOGY OFFICER

CITY SOLICITOR

• **[USE FOR ANY OTHER
REQUIRED AUTHORIZATION]**

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Name: _____

SCHEDULE A – GLOSSARY

All capitalized terms used in the Agreement have the meaning set out in this Schedule A of the Agreement.

“**Affected Services**” has the meaning set out in section 5.3(b).

“**Agreement**” has the meaning set out in section 1.2.

“**AODA**” has the meaning set out in section 14.1.

“**Availability**”, in relation to any SOW, has the meaning set out in that SOW.

“**Breach**” has the meaning set out in section 7.2 of Schedule B.

“**Business Day**” has the meaning set out in section 4.1.

“**Business Hours**” has the meaning set out in section 4.1.

“**Business Records**” has the meaning set out in section 4.6.

“**Change**” has the meaning set out in section 4.5.

“**Charges**” has the meaning set out in section 6.2.

“**City’s Policies**” has the meaning set out in section 4.3 of Schedule B.

“**Claim**” has the meaning set out in section 12.2.

“**Confidential Information**” has the meaning set out in section 3.1 of Schedule B.

“**Contact**” has the meaning set out in section 4.2.

“**Contact Information**” has the meaning set out in section 3.4 of Schedule B.

“**COTA**” has the meaning set out in section 1.5.

“**Deliverables**” has the meaning set out in section 3.1.

“**Disclosing Party**” has the meaning set out in section 1.1 of Schedule B.

“**Documentation**” has the meaning set out in section 3.2.

“**Down Time**”, in relation to any SOW, has the meaning set out in that SOW.

“**Effective Date**” has the meaning set out in the headings to the Master Agreement.

“**Employer**” is as defined in the WSIA.

“**Executives**” has the meaning set out in section 4.8.

“**Expenses**” has the meaning set out in section 6.4.

“**Extension**”, in relation to any SOW, has the meaning set out in that SOW.

“**Fees**” has the meaning set out in section 6.1.

“**Initial Term**” has the meaning set out in section 5.1(a).

“**Intellectual Property Rights**” has the meaning set out in section 9.1.

“**Losses**” means liabilities, losses, costs, damages, and expenses (including legal, expert, and consulting fees)

“**Master Agreement**” has the meaning set out in section 1.2.

“**MFIPPA**” has the meaning set out in section 2.1 of Schedule B.

“Non-Vendor Application” means a web-based or offline software application that is provided by the City or a third-party with which the City contracts that relies on the Services to operate.

“Person” has the meaning set out in section 2.1.

“Personal Information” has the meaning set out in section 3.2 of Schedule B.

“PHIPA” has the meaning set out in section 7.4.

“Platform Software” has the meaning set out in section 9.2(e).

“Pre-existing Works” has the meaning set out in section 9.3(a).

“Proceeding(s)” means causes of action, actions, claims, demands, lawsuits or other proceedings.

“Proposal” has the meaning set out in the Recitals.

“Recipient” has the meaning set out in section 1 of Schedule B.

“Renewal Term” has the meaning set out in section 5.1(a).

“Representative(s)” has the meaning set out in section 2.3.

“RFP” has the meaning set out in the Recitals.

“Scheduled Maintenance”, in relation to any SOW, has the meaning set out in that SOW.

“Service Data” has the meaning set out in section 3.6 of Schedule B.

“Service Level Metric” has the meaning set out in section 2.9.

“Service(s)” has the meaning set out in section 2.2.

“SOW Effective Date”, in relation to any SOW, has the meaning set out in that SOW.

“Statement of Work” or **“SOW”** has the meaning set out in section 1.2.

“Taxes” has the meaning set out in section 6.3.

“Term” has the meaning set out in section 5.1(a).

“Third Party Content” has the meaning set out in section 9.3(d).

“Transition Services” has the meaning set out in section 5.3(b).

“Transition Term” has the meaning set out in section 5.3(a).

“Use Data” has the meaning set out in section 3.5 of Schedule B.

“User” has the meaning set out in section 2.6.

“User Account Information” has the meaning set out in section 3.7 of Schedule B.

“Vendor Affiliate” has the meaning set out in section 2.5.

“Vendor’s Policies” has the meaning set out in section 4.1 of Schedule B.

“WSIA” has the meaning set out in section 13.4.

SCHEDULE B – CONFIDENTIALITY, PRIVACY, SECURITY AND ACCESS TO INFORMATION

1. BACKGROUND

- 1.1 Importance.** Both parties recognize the vital importance of the protection of any Confidential Information (as defined below) that is provided or otherwise made available by one party (the “Disclosing Party”) to the party receiving or otherwise obtaining access to such information (the “Recipient”).
- 1.2 Confidentiality.** Both parties will comply with the terms and conditions set out in this Schedule B, and any additional terms and conditions regarding privacy or security set out in any SOW.
- 1.3 Survival.** Section 1.2 will continue to bind the Recipient until all of the Disclosing Party’s Confidential Information is returned or destroyed in accordance with section 10.1 and section 10.2 of this Schedule B.
- 1.4 Actual Non-compliance.** When a party becomes aware that it has failed to comply with section 1.2, the party will: (i) take all steps necessary to end the non-compliance and take reasonable steps to minimize the overall effect of the non-compliance; and (ii) promptly notify the other of the non-compliance. The notice will include a reasonably detailed description of the non-compliance and all steps being taken.
- 1.5 Anticipated Non-compliance.** When a party becomes aware of any circumstances that will likely result in its non-compliance with section 1.2 in the foreseeable future, the party will: (i) take reasonable steps to prevent the non-compliance; and (ii) promptly notify the other of the anticipated non-compliance. The notice will include a reasonably detailed description of the anticipated non-compliance and the steps being taken to prevent it.
- 1.6 Required by Law.** The Recipient will not be liable for disclosure of the Disclosing Party’s Confidential Information if disclosure is required by any law applicable in Canada, provided that the Recipient: (i) notifies the Disclosing Party of any such requirement as soon as legally permissible; and (ii) limits the Confidential Information disclosed to the extent permitted by applicable law.
- 1.7 Other Jurisdictions.** To the extent that it is legally permissible to do so, the Recipient will give the Disclosing Party written notice if any of the Disclosing Party’s Confidential Information is required to be disclosed pursuant to the laws of any jurisdiction outside of Canada. However, any disclosure made pursuant to the laws of any jurisdiction outside of Canada without the written consent of the City is a breach of this Schedule B.
- 1.8 Subject to MFIPPA.** The City cannot guarantee that the confidentiality of any information that is in the custody or control of the City will be preserved if a request for access to it is made under MFIPPA. To the extent permitted under MFIPPA, the City will inform Vendor of any such request for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by Vendor to the City so that Vendor will have an opportunity to make representations to the City (or its delegate) with respect to the proposed disclosure.

2. KEY LEGISLATION

- 2.1 MFIPPA.** “MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended from time to time or superseded.
- 2.2 PHIPA.** “PHIPA” means the *Personal Health Information Protection Act, 2004*, S.O. 2004, Chapter 3, Schedule A as amended from time to time or superseded.

- 2.3 Service Provider.** COTA, MFIPPA and PHIPA (including any regulations promulgated under them) have provisions that apply when services are being provided to the City. As a service provider to the City Vendor will provide the Services in compliance with those provisions (as they are amended or superseded from time to time).
- 2.4 Compliance.** Each party will comply with any laws (including regulations and common law) pertaining to the privacy protection of Personal Information to which it is subject.
- 2.5 Assistance.** Vendor will provide the City with information, cooperation and assistance, as requested by the City from time to time, in order to enable the City to comply with any and all requirements to which the City is subject under any laws (including regulations and common law) pertaining to the privacy protection of Personal Information or access to information.

3. CONFIDENTIAL INFORMATION, PERSONAL INFORMATION AND TYPES OF DATA

- 3.1 Confidential.** “Confidential Information” means any and all information and materials, which: (i) are designated as confidential at the time of disclosure (in a manner reflecting the manner in which they are disclosed); (ii) relate to the operations of the other party; or (iii) a reasonable person, having regard to the circumstances, would regard as confidential (including Personal Information).
- 3.2 Personal.** “Personal Information” means any information which meets the definition of Personal Information contained in MFIPPA which is required to be protected pursuant to MFIPPA, PHIPA or any other laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information. All Personal Information is Confidential Information.
- 3.3 Exceptions.** The Disclosing Party’s Confidential Information does not include information which: (i) is or at any time is made generally available to the public by the Disclosing Party; (ii) is known to the Recipient (as substantiated by cogent written evidence in the Recipient’s possession) free of any restrictions at the time of disclosure; (iii) is independently developed by the Recipient through individuals who have not had either direct or indirect access to the Disclosing Party’s Confidential Information; and (iv) is rightfully obtained by the Recipient, without any obligation of confidence, from a third party who had a right to transfer or disclose it to any Person free of any obligation of confidence. The above listed exceptions do not apply in the case of Confidential Information that is also Personal Information.
- 3.4 Contact Information.** "Contact Information" for an individual means the individual’s name, position name or title, business telephone number, business address, business email and business fax number.
- 3.5 Use Data.** “Use Data” means: (i) any data placed in the custody or control of Vendor by the City or its Users; (ii) any data created by the City or its Users using the cloud-based Services; and (iii) any data derived from the data described in (i) or (ii). Use Data is considered to be the City’s Confidential information.
- 3.6 Service Data.** “Service Data” means any data collected by or on behalf of Vendor relating to the operation of the cloud-based Services to support or document the City’s use of the cloud-based Services. Service Data is considered to be the City’s Confidential information.
- 3.7 User Account Information.** “User Account Information”, as it relates to an individual User, is the User’s first and last name, username and Contact Information. To facilitate authentication of Users when logging in to any platform operated by Vendor and to provide support, Vendor may store User Account Information across its data center or hosting locations.

4. POLICIES

- 4.1 Vendor's Policies.** Vendor will provide to the City a copy of Vendor's policies and procedures relating to the protection of Confidential Information (including Personal Information) and data security ("Vendor's Policies"). Vendor will comply with Vendor's Policies as amended from time to time. Vendor will not amend the Vendor's Policies in any way that materially decreases the protection that they afford to the City, its data and its Confidential Information.
- 4.2 Minimum Policies.** At a minimum, Vendor will: (i) have a privacy policy and an information/data security policy; and (ii) train its Representatives with respect to the Vendor's Policies.
- 4.3 Concerns with Vendor's Policies.** From time to time, the City may raise one or more concerns with the Vendor's Policies. When the City does so, it will give Vendor written notice of the concern. When a concern is raised, Vendor will: (i) meet with the City to discuss the concern; and (ii) inform the City in writing of what if any steps Vendor is taking to address the concern. Vendor acknowledges that the raising of one or more concerns with the Vendor's Policies by the City does not mean: (i) the City has raised all of its concerns with Vendor's Policies; or (ii) the City believes that Vendor's compliance with its Vendor's Policies is sufficient for Vendor to meet Vendor's obligations set out in any section of Schedule B other than section 4.1.
- 4.4 The City's Policies.** A copy of the City's policies relating to the protection of Confidential Information (including Personal Information) and data security (the "City's Policies") are available from the City upon request.

5. CONFIDENTIALITY

- 5.1 Recipient's Obligations.** The Recipient will:
- (a) use the Disclosing Party's Confidential Information only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement;
 - (b) use at least the same degree of care to protect the Disclosing Party's Confidential Information as the Recipient uses to protect its own Confidential Information of a like nature, but in any event will not use a standard of care that is less than a reasonable standard of care (taking into account all laws and regulations pertaining to the protection of Personal Information to which Recipient is subject);
 - (c) without limiting (b), implement administrative, physical, and technical safeguards to protect the Disclosing Party's Confidential Information (stored or in transmission) from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage (including securing physical facilities, data stores, networks, applications and platforms);
 - (d) not make any changes to the safeguards described in (c) that decreases the level of protection that they provide (as a whole);
 - (e) not disclose the Disclosing Party's Confidential Information to any person other than the Recipient's Representatives who have a need to know it for the purposes described in (a) above and who are bound by Recipient to keep the Confidential Information of third parties confidential, at least to the same extent as set forth in the Agreement; and
 - (f) maintain a disciplinary process the application of which addresses any breach of this Schedule by its Representatives.

- 5.2 Standards.** Vendor's safeguards noted in section 5.1(c) are and will remain sufficient to meet the International Organization for Standardization's standards: ISO/IEC 27001.
- 5.3 Equitable Relief.** Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any unauthorized copying, use, disclosure, access or disposition of the other party's Confidential Information may cause irreparable injury to the other party or its suppliers. Consequently, each party agrees that in addition to any other remedies that the other party may have, the other party may seek to obtain injunctive and other equitable relief, as a matter of right without proving injury.
- 5.4 Warranties Disclaimer.** EXCEPT TO THE EXTENT EXPRESSLY SET OUT OTHERWISE IN THIS AGREEMENT, ALL CONFIDENTIAL INFORMATION PROVIDED BY OR ON BEHALF OF THE DISCLOSING PARTY IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND.

6. ADDITIONAL REQUIREMENTS FOR PERSONAL INFORMATION

- 6.1 Supplement.** The obligations set out in this section 6 apply to Confidential Information that is also Personal Information, and they are in addition to any obligations to protect Confidential Information set out in the other provisions of this Schedule B.
- 6.2 Encryption.** Without limiting section 5.1, when Personal Information is: (i) being transmitted for any purpose, Vendor will secure it using no less than 256 bit encryption; and (ii) at rest on any device being used to provide the Services, Vendor will secure it using no less than 256 bit encryption.
- 6.3 Access Requests.** When Vendor receives a request for access to any Personal Information that forms part of the City's Confidential Information, Vendor will direct that request to the City's Corporate Information Management Services unless section 1.6 or section 1.7 of this Schedule B applies.
- 6.4 Collection.** Except to the extent necessary to provide the Services or as expressly provided for in this Agreement, Vendor will not collect Personal Information from the City's Users.

7. BREACH NOTIFICATION

- 7.1 Supplement.** The obligations set out in this section 7 apply to Confidential Information that is also Personal Information, and they are in addition to any obligations to protect Confidential Information set out in the other provisions of this Schedule.
- 7.2 Notice of Breach.** A "Breach" is:
- (i) any unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage of the City's Personal Information or Use Data; or
 - (ii) any compromise of the safeguards that Vendor is required to implement pursuant to this Agreement.

Regardless of whether or not Vendor is required to give notice in accordance with section 1.5 of this Schedule B, Vendor will inform the City immediately if the Vendor becomes aware of any actual or probable Breach. Vendor will inform the City by sending an email message to both the City's privacy staff and the Contact. The email message will clearly state that there has been or may have been a Breach and provide contact information for the Representative or Service Desk described in section 7.3 of this Schedule B. As soon as it is reasonable to do so, Vendor's Contact will telephone the City's Contact to discuss the Breach.

- 7.3 Resolving the Breach.** In the event of a Breach, Vendor will use best efforts to: (i) investigate, contain and remedy the Breach as quickly as possible; and (ii) prevent any recurrence of the Breach.
- 7.4 Contact.** In the event of a Breach, Vendor will provide City with the name and contact information of a Representative or service desk of Vendor who will serve as City's primary contact in relation to the Breach and will be available to assist City 24 hours per day, seven days per week while the Breach is being investigated and mitigation efforts are ongoing.
- 7.5 Findings.** In the event of a Breach, Vendor will promptly provide the City with the information that the City reasonably requires to: (i) understand the scope of the Breach and the extent to which the City's Use Data or Personal Information is affected; and (ii) meet the City breach notification requirements. This may include making relevant records and logs available for review and making any of Vendor's Representatives available to answer questions.
- 7.6 Cooperation.** To the extent that it is legally permissible for Vendor to do so, Vendor will not inform any third party of any Breach (involving the City) without first obtaining City's prior written consent.
- 7.7 Records Relating to a Breach.** Notwithstanding any other provision in the Agreement, Vendor agrees to maintain and preserve all Business Records related to any Breach until all claims relating to the Breach that arise in the 7 year period following the Breach are resolved (including any applicable appeals).
- 7.8 Breaches in Other Jurisdictions.** A Breach that occurs in any jurisdiction other than Canada, does not cease to be a Breach even if it is compelled or excused by the laws of the jurisdiction where it occurred.

8. INVESTIGATION

- 8.1 Notice.** Regardless of whether or not Vendor is required to give notice in accordance with section 1.4 or section 1.5 of this Schedule B, Vendor will notify the City immediately if the Vendor becomes the subject of an investigation by the Office of the Privacy Commissioner of Canada, the Information and Privacy Commissioner of Ontario, another provincial or territorial information or privacy commissioners or an equivalent government office or official for a jurisdiction outside of Canada.

9. DATA SECURITY

- 9.1 Encryption.**
- (a) Unless expressly set out otherwise in the applicable SOW, when the Use Data is: (i) being transmitted for any purpose, Vendor will secure the Use Data using no less than 256 bit encryption (ii) at rest on any device being used to provide the Services, Vendor will secure the Use Data using no less than 256 bit encryption.
 - (b) Vendor and the City will develop, implement and comply with a mutually agreeable key management protocol.
- 9.2 Safeguards.** Vendor is responsible for implementing physical, administrative and technical safeguards to secure Use Data and Service Data in accordance with section 5.1 as well as implementing any further safeguards set out in the SOW pursuant to which the applicable Services are being provided. Taking into account the sensitivity of the data, the safeguards will meet or exceed industry standards as they are on the Effective Date and when they change to become more protective over the Term.
- 9.3 Back-up.** Unless the SOW pursuant to which any Service is provided expressly requires Vendor to do so more frequently, this section 9.3 applies in relation to any Use Data related to that Service. Vendor will back-up the then current Use Data at least once every 24 hours, and Vendor will maintain at least 26 weeks

work of such back-ups. Vendor will store at least one back-up from each 24 hour period at any off-site facility that is at least 60 km from Vendor's primary site used to provide the Services.

- 9.4 Recovery.** In the event of data loss caused by any failure of the Services and within 24 hours of the occurrence of that data loss, Vendor will restore or recover all then current Use Data at no cost to the City, and Vendor will use its best efforts to do so. If Vendor fails to regenerate the lost or destroyed the Use Data 72 hours of the occurrence of that data loss, the City may obtain data reconstruction services from a third party. Upon the City's request, Vendor will cooperate with such third party (at no additional charge). In addition to any other damages incurred by the City, Vendor will be responsible for the actual reconstruction costs incurred by the City.
- 9.5 Download.** The Services include an export or download function so that the City may export or download a copy of its then current Use Data and Service Data in a commercially reasonable format when the City chooses to do so.
- 9.6 Extraterritorial Measures and Use Data.** A SOW may set out that the Use Data and Service Data to which it applies may be stored in Vendor's facilities located in jurisdiction(s) other than Canada by: (i) naming the jurisdiction(s); and (ii) expressly stating that Use Data and Service Data may be stored in the named jurisdiction(s). Otherwise, Use Data and Service Data will not be removed from Canada or accessed by Vendor or its Representatives from outside Canada. As well, a SOW may restrict the Canadian jurisdictions in which Vendor may store Use Data and Service Data.
- 9.7 Extraterritorial Measures and Data.** Subject to section 9.6 of this Schedule B, Vendor will ensure that any Confidential Information of the City which is provided to Vendor or to which Vendor obtains access in the course of this Agreement: (i) remains in the Canada unless its removal is expressly permitted by this Agreement or in writing by the City; and (ii) is not accessed from outside of the Canada unless such access is expressly permitted in writing by the City.
- 9.8 No Adverse Effect.** If Vendor is permitted under section 9.6 of this Schedule B to use any facility located in any jurisdiction other than Ontario, Canada, that permission does not amount to a waiver of any of the Vendor's obligations set out in Schedule B. Vendor will continue to meet those obligations as if Vendor were using a facility located in Ontario, Canada and Vendor will, at Vendor's cost, take any additional steps reasonably necessary to address any decrease in the protection afforded to the City's Use Data or other data stored in that jurisdiction resulting from any difference in the laws of that jurisdiction and the laws in effect in Ontario, Canada (as each are amended or superseded).
- 9.9 Business Continuity.**
- (a) Vendor will maintain a business continuity plan (including without limitation disaster recovery and crisis management procedures) designed to provide continuous access to, and support for, the cloud-based services that Vendor provides to its customers including the City.
 - (b) At least once every 12 months, Vendor conducts or engages an appropriate third party to review and test the efficacy of Vendor's business continuity plan. Vendor will promptly resolve any issues identified by the auditor.
 - (c) Vendor will provide a copy of Vendor's business continuity plan to the City upon request.
- 9.10 Data Centres.** Vendor's data centres used to provide the Services will meet the following or more stringent sustainability requirements of:

- (a) ANSI/TIA 942 (as published by the Telecommunications Industry Association) at a Rated-3/Tier-3 level;
- (b) a Tier III certification by the Uptime Institute (or its industry equivalent); and
- (c) SSAE No. 18 Type II compliant (or its industry equivalent).

10. RETURN OF DATA AND OTHER CONFIDENTIAL INFORMATION.

10.1 Return of Data.

- (a) During the Transition Term and for a further period of 60 days, Vendor will make the Use Data and Service Data available to the City for export or download in a commercially reasonable format.
- (b) After the 60-day period, Vendor will remove all copies of Use Data in its systems or otherwise its possession or control unless legally prohibited from doing so. When the Use Data is removed, Vendor will provide written documentation confirming its removal.

10.2 Return of Confidential Information Other than Data. Subject to section 10.1 and section 10.3 of this Schedule B, at the Disclosing Party's request upon the expiration or termination of this Agreement, the Recipient will: (i) return all of the Disclosing Party's Confidential Information to the Disclosing Party and all copies thereof, regardless of form; and (ii) destroy (in accordance with section 10.3 of this Schedule B) any such Confidential Information that cannot be returned. To the extent that any of the following circumstances apply, the Recipient may retain the Disclosing Party's Confidential Information: (i) it is not reasonably feasible to return or destroy the Confidential Information; (ii) the Confidential Information forms part of any Deliverable or Service that the Recipient is entitled pursuant to the Agreement to continue to use after the expiration or termination of the Agreement; or (iii) Vendor elects to retain one copy of the Deliverables provided for its records.

10.3 Disposal. Any method used by the Recipient to destroy the Disclosing Party's Confidential Information will be thorough, take into account industry best practices for the destruction of information and be in keeping with the sensitivity of the information being destroyed. Also in relation to the destruction of the Disclosing Party's Confidential Information, the Recipient will implement administrative, physical, and technical safeguards to protect Confidential Information being destroyed from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage while it is being destroyed.

11. GENERAL SECURITY

11.1 Security. While interacting with or in contact with the City's premises, infrastructure or systems, Vendor will comply with all of the City's rules, procedures, policies and directives relating to confidentiality, privacy or security including those set out in the Agreement, provided to Vendor in writing or posted on site. The City reserves the right to prohibit any of Vendor's Representatives who do not comply with such rules, procedures and policies from obtaining any physical or electronic access to the City's premises, infrastructure or systems. Please note that the City's security procedures require each individual who is being given access to the City's networks or systems to sign an agreement that has them acknowledge the confidentiality, privacy and security obligations set out in this Agreement and agree to act in accordance with them. Upon the request of the City, Vendor will assist the City to obtain these signed agreements from Vendor's Representatives.

11.2 Screening. The Vendor acknowledges that any of the Vendor's Representatives who will have contact with:

- (a) unencrypted Use Data, Service Data or Personal Information from the City; or
 - (b) the City's premises, infrastructure or systems in order for Vendor to provide the Services
- may be required by the City to undergo security screening in accordance with the City's Policies.

12. PUBLICITY

12.1 Publicity. Vendor will not issue any public notice or press release, or otherwise make use of its association with the City or this Agreement, without the prior written consent of the City.

13. CORRECTION OF PERSONAL INFORMATION

13.1 Correction. From time to time, the City receives requests from individuals to correct or annotate their Personal Information held by the City. If it is possible for the City to use the Services to correct or annotate the Personal Information itself, as required by MFIPPA or PHIPA, the City will do so. If not, the City will make a written request of Vendor to do so. Upon receipt of such a request, Vendor will annotate or correct the information in accordance with the notice and the requirements of MFIPPA or PHIPA (as applicable). In the request, the City will advise the Vendor of the date on which the City received the request from the individual.

14. STANDARDS

14.1 Compliance. During the Term, Vendor will remain in compliance with the following standards:

- (a) ISO 27001/27018; and
- (b) SSAE 18/ISAE 3402 SOC-1, SOC 2 and SOC 3;

14.2 Audit. At least once every 12 months, Vendor conducts or engages an appropriate auditor to conduct an audit of: (i) the security of Vendor's services that are the same as or similar to the Services; (ii) Vendor's compliance with ISO 27001/27018; (iii) Vendor's compliance with SSAE 18/ISAE 3402 SOC-1, SOC 2 and SOC 3; and (iv) Vendor's compliance with any other security standard with which Vendor claims compliance either in this Agreement or in any of its published materials. When Vendor does so, Vendor will provide a summary of the auditor's findings to the City, and Vendor will promptly resolve any issues identified by the auditor.

SCHEDULE C – RFP

The RFP is incorporated by reference into this agreement

SCHEDULE D – Proposal

The proposal is incorporated by reference into this agreement